

# IATSE Local 212

## COLLECTIVE AGREEMENT FOR MOTION PICTURE PRODUCTION

**NETFLIX**

**2024 – 2027**

**3 YEAR TERM**

**March 4, 2024 to March 3, 2027**



**Office Telephone: (403) 250-2199 ext 250**

**Cell Phone: (403) 512-0201**

**Motion Picture Dispatch Line: (403) 250-5562**

**212 62nd Avenue SE**

**Calgary, Alberta, Canada, T2H 2E6**

**filmba@iatse212.com**

**[www.iatse212.com](http://www.iatse212.com)**

## LIST OF REQUIRED INFORMATION FROM THE COMPANY

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

| <u>Location:</u>                     | <u>Requirements:</u>   | <u>Required Date:</u>                    |
|--------------------------------------|--|--|
| 1. <u>Article 13</u>                 | Corporate Guarantee  | Upon Initial Engagement of IATSE Members |
| 2. <u>Article 12 (e)</u>             | Alberta Workers' Compensation Board account number.  | Upon Initial Engagement of IATSE Members |
| 3. <u>Article 17 (c)</u>             | IATSE Local 212 Deal Memos   | Within 5 DAYS of Engagement or Upgrade   |
| 4. <u>Article 16 (a), viii), ix)</u> | Proof of basic travel insurance coverage   | Prior to Principal Photography           |
| 5. Production Office                 | Crew list of all Local 212 Employees with Classifications, updated at appropriate intervals. | Prior to Principal Photography           |
| 6. Production                        | Daily call sheets  | All days requiring call sheet            |

The Company will provide the Union with a copy of any and all documents that are to be signed by Local 212 Members or Permittees whether they address wages, working conditions, or issues of liability.

IATSE Local 212 will be provided a copy of a Certificate Of Insurance (COI), and the Company must notify IATSE Local 212 in the event of any change, lapse or termination of such insurance.

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## ARTICLE ONE - UNION OBLIGATION

As the Motion Picture and Stage Technicians Union, Local 212 is a Local of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, then nothing in this Agreement shall be construed so as to interfere with the allegiance Local 212 owes to the International Alliance by reason of prior obligation, provided that the foregoing shall in no event be construed or implied so as to contravene any applicable Federal, Provincial, or Civic Law and provided that the Company has been given express written notice of any such prior obligations before the execution of this Agreement.

### 1.1 No Strike, No Lockout

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

## ARTICLE TWO - SCOPE OF AGREEMENT

- (a) In entering into this Collective Agreement ("Agreement") in accordance with the Alberta Labour Relations Code, it is the purpose of this Agreement to recognize the common interest between the Company and the Union in promoting the utmost co-operation and friendly spirit between the Company and its Employees; to set forth conditions of employment to be observed by both Parties; and to provide for prompt and equitable adjustment of grievances in order that there will be no impeding of work resulting in stoppages or strikes or any other interference with the production and Company facilities during the term of this Agreement. To this end, both Parties do herein sign this Agreement in good faith.
- (b) This Agreement will be applicable to all Employees hired by the Company in the job classifications covered herein employed on a Motion Picture. Such job classifications shall be deemed not to be exercising management functions.
- (c) The term Employee will mean any person or Dependent Contractor employed in a Job Classification(s) as listed in Schedule (A2) herein, subject to the terms of this Agreement. The Company will not hire Members or Permittees as Independent Contractors unless approved by the Union.
- (d) It is mutually understood and agreed by both Parties that the term "Motion Picture" will mean and include motion pictures whether made on or by film, tape, or otherwise, and whether produced by means of motion picture, electronic, and/or other devices or any combination of the foregoing, or any other means, methods, or devices now in use or which may hereafter be adopted.
- (e) In the event that the Company engages a person to perform work outside the limits of Canada and the United States and its territories, in any of the Job Classifications covered by this Agreement, then the Company at its discretion, may engage a person under a "flat deal" contract, in the place and stead of the provisions of this Agreement except that the Company shall pay the applicable fringe contributions under this Agreement.

### 2.1 Enabling Clause

On each production, on a case-by-case basis, the Company or the Union may request certain modifications to the terms and provisions contained in this Agreement which are production-specific. The Union or the Company, as

applicable, shall give consideration to said modifications and make reasonable efforts to respond to the other party within five (5) business days of the receipt of the request.

## **2.2 Consultation Committee**

The parties shall form a consultation committee, which upon the request of either party, will meet during the term of this Agreement to discuss any issues.

## **ARTICLE THREE - JURISDICTION**

### **3.1 Jurisdiction**

Except as otherwise stated in Article 3.2, this Agreement will be applicable to all Employees hired by the Company in the job classifications covered herein to perform services in the Province of Alberta or hired by the Company in Alberta to perform services outside of Alberta but within Canada or the United States and its territories, in the production of Motion Pictures.

### **3.2 Accounting and Art Departments**

The Company recognizes IATSE Local 212 as the exclusive and sole Bargaining Agent for all Employees in the job classifications and categories as listed in Schedule (A2), except for Accounting Department and Art Department classifications as otherwise described under this Agreement.

### **3.3 Contracting Out**

The Company or its agents will not subcontract any bargaining unit work which customarily and historically has been performed by Employees covered by this Agreement to another person, business entity, corporation, or association unless the Union consents thereto; except where the Company requires special skills, facilities, or resources unavailable through the Union or the work of the type being subcontracted has heretofore been subcontracted by a producer engaged in the motion picture industry. The Company must first consult with the Union before subcontracting any bargaining unit work.

## **ARTICLE FOUR - HIRING POLICIES**

The Union agrees to furnish all Employees covered by this Agreement to perform work in the job classifications of each Department as listed in **Schedule (A2)** of this Agreement, and that said Employees will be competent and will perform such work as is required by the Company under the provisions of this Agreement.

### **4.1 Dept. Head/1<sup>st</sup> Asst./Crew Selection**

The Company may select their Head of each Department from the Local 212 Membership. The Department Head may then select an Assistant Head of Department/First Assistant and all additional crew including "day calls" from the Local 212 Membership roster, regardless of seniority. The Company also has the option of submitting crew requests to the Union's dispatch office to fill calls by classification seniority. In the event that the Union is unable to supply qualified personnel, the Company may hire personnel from any source. The Union will grant work permits to said personnel. It is understood that the Department Head and the First Assistant will be hired prior to the remainder of the crew as outlined per Department in Schedule (A2).

### **4.2 Working in Higher Classifications**

(a) Any Employee may be required to perform work in any job classification listed in such Employee's department.

(b) If at the direction of the Company, an Employee works for two (2) hours or more in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The Employee reverts to their regular classification on the following day unless notified to the contrary. This shall include situations whereby an Employee operates any equipment requiring certification to do so. Equipment requiring certification includes, but is not limited to, articulating and telescopic boom lifts, mobile aerial platforms, scissor lifts, telehandlers and rotational telehandlers and vertical mast lifts.

(c) Work time in either a higher or a lower classification shall be credited to fulfill the minimum call of the classification in which the Employee was hired.

#### **4.3 Eight-hour Minimum Call**

Unless otherwise stated in this Agreement, Employees called to work will be paid not less than eight (8) hours at the applicable prevailing rate except as provided for in **ARTICLE 10.6** ("French Hours").

#### **4.4 Stand-by Calls**

There shall be no stand-by calls. Hiatus, holidays or days that would otherwise constitute the sixth (6<sup>th</sup>) or seventh day worked in the Employee's work week are not considered regular days of work. When an Employee is dismissed on the fifth (5<sup>th</sup>) day worked in the work week with a call for work on the first (1<sup>st</sup>) day of the following work week, it shall not be considered a stand-by call. The above also applies to calls spanning a Hiatus or holiday.

#### **4.5 Employment on a Daily or Weekly Basis**

Employment shall be on a daily or weekly basis. A daily employee hired on a daily basis who works eleven consecutive scheduled days of work will be re-classified as a weekly employee. Employment for a longer term shall be specifically set forth in writing. An Employee may be replaced following completion of their period of employment.

#### **4.6 Additional Unit**

Additional Unit is any unit that is not under the direct supervision of the Main Unit D.O.P. Additional Units are separate from the Main Unit along with separate HODs (if needed) and crew. All Additional Units must have access to washroom facilities, proper meals, and craft service adhering to the standard and accessibility as described in Articles 10.7, 10.8 and 10.9. Additional Units will be expected to utilize a separate call sheet from the Main Unit.

### **ARTICLE FIVE - WORK PERMITS**

#### **5.1 Application for Work Permits**

The Individual/Company must apply for a Work Permit in the applicable form attached to this Agreement as **Schedule (E)** or **Schedule (E2)**, and shall not commence work in the Union's jurisdiction until the Company has a copy of the Work Permit signed by the individual and endorsed by the Union. The Work Permit request must be submitted at least five (5) days prior to the call and be accompanied by the following information:

- (a) the reason for the necessity of that individual being permitted;
- (b) a list of credits/credentials and/or a professional resume of the requested Permit;
- (c) proof of the requested Permit's Union affiliation and standing, if applicable.

If there is no response to an application within five business days from the date of submission, the application will be deemed granted.

Work permits granted under Article 5.2 are in addition to and separate from permits granted under Article 5.4 [Personals (Hair, Make-up, Costume)] and 5.5. (Guaranteed Permits).



## **5.2 Criteria for Work Permit**

After the Company has given reasonable consideration (including the granting of an interview if requested by the Union) to available qualified applicants, the Union will grant to the Company Work Permits for person(s) who satisfy the following criteria:

- (a) persons who hold two (2) screen credits on dramatic productions (including situation comedy) that have employed the proposed Director, Producer, or Director of Photography; or
- (b) persons who hold three (3) screen credits in the position for which the persons will be employed; or
- (c) persons who have personally received at least one (1) nomination for an internationally recognized industry award (e.g. Academy Award, Emmy, Golden Globe, Canadian Screen Awards, British Academy Award); or
- (d) persons who will operate specialty equipment not available in Alberta; or
- (e) persons for whose position the Union is unable to supply qualified personnel.

## **5.3 Work Permit Remuneration**

Employees employed on a Work Permit will be remunerated as a local hire unless better conditions are stated on their Deal Memo. The rates, conditions, and/or terms of this Agreement must be fully met, except when another collective agreement applies which does not diminish the terms of this Agreement.

## **5.4 Personals (Hair, Make-up, Costume)**

Work Permits will be granted for a personal Makeup Artist, personal Hair Stylist, and/or personal Dresser, per individual Cast member, and that Cast member's Stunt and/or Photo Doubles. If the Permitted Employee is unavailable to implement these duties, then an IATSE Local 212 Member will be assigned as needed in consultation with the Head of Department.

## **5.5 Guaranteed Permits**

The Company shall be allowed four (4) guaranteed permits for each Motion Picture, with a limit of one (1) per department. When practicable, the Company shall notify the Union of its intent to utilize this provision a minimum of five (5) business days prior to the commencement of work for the individual and provide the Union with a completed work permit form at Schedule (E) or Schedule (E2), signed by the applicant prior to commencement of work for the individual. It is further understood that nothing in the foregoing language is intended to limit the Company's ability to employ additional Work Permit Employees upon consent of the Union as contemplated in Article 5 of this Agreement. The Union will not unreasonably deny granting additional work permits consistent with past practice.

# **ARTICLE SIX - CREW CALLS/CANCELLATIONS**

## **6.1 Notice for Crew Requirement**

The Company must use its best efforts to give the Union a minimum of twenty-four (24) hours' notice before a call of additional crew requirements outside Local 212 Studio Zone, and a minimum of twelve (12) hours within the Studio Zone.

## **6.2 Weekly Employees, Daily Employees, Permittees**

The Company agrees that when placing calls for crew requirements beyond Department Head or Assistant Department Head it must be clearly indicated whether the call is for a daily employee or a weekly employee. If the Union is unable to supply a member for the position, then a Local 212 Permittee may be supplied (as a "daily" only). This provision does not alter the work permit process under Article 5.

### **6.3 Notice for Change or Cancellation of Calls**

Any change or cancellation to next day calls will be made BEFORE the Employee leaves the workplace at the end of the workday. The minimum information required to articulate a call to an employee at the end of the workday is the time and location to report to for the next day's work. Employees who are not working the day prior to the call must have a minimum of ten (10) hours' notice prior to travel time or the start time of the call, whichever comes first. Employees will be paid a minimum of eight (8) hours at the applicable rate for all cancelled calls without due notice.

### **6.4 Cancellation of Calls/Weather Permitting Calls**

- (a) The Company may cancel calls for Employees working on a daily basis up to 8:00 p.m. (2000 hours) of the day prior to the starting time of the call. In the event that such notice is not given, the Company shall pay the Employee one day's pay at the basic rate.
- (b) The Company may issue a "weather-permitting" call for wildfire smoke, extreme heat, extreme cold, snow, sleet or ice storms to an Employee prior to the Employee's dismissal for the day and to persons not on payroll up to twelve (12) hours before their call time (even if a call had previously been given). The Company shall provide notice to the Union upon the issuance of a "weather-permitting" call. The Company may cancel a "weather-permitting call" up to four (4) hours prior to the Employee's call time. In the event the Employee is notified not to report to work, the Employee shall be paid four (4) hours of pay at straight time, which shall be subject to fringe contributions. However, if the notification is untimely, the Employee shall be paid for the applicable daily minimum call, which shall be subject to fringe contributions.

The Union agrees that it will not unreasonably deny a request by the Company to issue a "weather-permitting" call under this Article 6.4 for other weather conditions.

### **6.5 Force Majeure**

The Company may declare a Force Majeure due to circumstances considered to be uninsurable acts of God. The Company may cancel subsequent work calls, lay off Employees or otherwise suspend production as the result of an inability to provide work. Employees will be paid at least for the minimum call should the Force Majeure occur during working hours or during/after travel outside of the Studio Zone.

For any and all additional days (except 6<sup>th</sup> & 7<sup>th</sup> days, and statutory holidays as per ARTICLE 16.3(b)) not worked while on distant location, the Employee will receive eight (8) hours of straight time pay plus a day of per diem. This would apply to crew members on a distant location regardless of a weekly or daily deal memo.

## **ARTICLE SEVEN - HOURS OF WORK/WORKWEEK/HIATUS**

### **7.1 Workweek**

The regular established studio workweek shall consist of any five (5) consecutive days out of any seven (7) consecutive days. Each individual Employee may have a different and distinct workweek. The Employee's workweek begins on the first day worked, unless the fractional workweek is utilized in order to match the Employee's schedule with the work unit's workweek. A "work unit" means a first unit, second unit, splinter unit, or any identifiable group of Employees working together within the Employer's productions.

Fractional Workweek: means the Company shall pay a weekly Employee whose assignment starts on other than the first day of the workweek established for that Employee or ends on other than the last day of the workweek established for the Employee, one fifth ( $\frac{1}{5}$ ) of their weekly wages for each day worked during a fractional workweek, provided that during the preceding or following workweek of their assignment, the Employee is

provided a full workweek. The foregoing is intended to apply to both the start and finish of production, any production hiatus, and the individual crew member coming on or off a production. The Company may, at its discretion, reduce by one fifth ( $\frac{1}{5}$ ) the weekly guarantee for each day an Employee is absent.

## **7.2 Sixth or Seventh Day Premiums**

The Company will implement a regular five (5) day workweek. If either of the two established days off in the workweek are worked, the first such established day off worked will be paid at 6<sup>th</sup> day premiums and the second such established day off worked will be paid at 7<sup>th</sup> day premiums for those employees who have worked 5 (five) consecutive days in that workweek. This practice will reset the workweek to the established regular workweek. It is understood that regardless of the established workweek, any individual who works six (6) or seven (7) consecutive days will be paid 6<sup>th</sup> and 7<sup>th</sup> day premiums on those days worked that are established days off.

For greater clarity, a 6<sup>th</sup> day premium shall be paid for the employee's sixth day of work within a workweek. A 7<sup>th</sup> day premium shall be paid for the employee's seventh day of work within a workweek.

In the event that any daily employee who is not on a regularly-scheduled workweek works six (6) days, starting with the first day worked, within a seven (7) consecutive day period, they shall be paid time and one-half for the sixth day worked.

The Company shall not lay off and rehire the same Employee within the same workweek for the purpose of avoiding premium pay.

No Employee shall be entitled to bump another Employee in order to receive premium pay.

## **7.3 Regular Workday Hours**

The regular workday will consist of eight (8) hours, and there will not be split shifts.

## **7.4 Minimum Call**

Minimum Call is not less than eight (8) hours per day except as amended herein. An employee may be called to work for a minimum of not less than 4 hours pay at the employee's straight-time contracted hourly rate, or in the case of daily or weekly-rate employees, for not less than one-half ( $\frac{1}{2}$ ) their prorated salary for one-half day exclusively for production meetings, rehearsals and location scouting. Sixth (6<sup>th</sup>) and Seventh (7<sup>th</sup>) day premiums may apply.

## **7.5 Shifted Workweek**

**Shifted Workweek:** Production will be allowed to shift the workweek with seven (7) days' notice to the Employee and The Union with the appropriate days off as per the Collective Agreement. Shifting the workweek back will be allowed with seven (7) days' notice to the Employee and Union provided that, once the shift in workweek has been executed, any additional requests for shift in the workweek would not be allowed earlier than five (5) weeks from the date that the workweek had shifted.

- To shift the Workweek forward, add one or two additional days off to the preceding Workweek and begin the shifted Workweek on the following day.
- To shift the Workweek back by one day, change the seventh day of the preceding Workweek to the first day of the shifted Workweek, provided that the sixth day of the preceding Workweek is a day off [minimum of thirty-four (34) hour rest period].
- To shift the Workweek back by two days, make the preceding Workweek a prorated four-day Workweek, giving the fifth day off [minimum of thirty-four (34) hour rest period] and making the sixth day the first day of the shifted Workweek.

Any Employees who work six or seven days in a Workweek shall be paid 6<sup>th</sup> or 7<sup>th</sup> day rates.

## 7.6 Hiatus

In the event of a hiatus (a break in production) of fourteen (14) consecutive days or less, (or such greater period as may be agreed between the Company and the Union), the Company and the Employees shall retain an employment relationship such that the Company will retain recall rights. For clarity, this does not constitute a guarantee of employment. All basic Employee and Company rights and obligations will apply pursuant to the Alberta Employment Standards Code.

- (a) Any hiatus, called after principal photography has begun, will require 10 calendar days written notice to the Union.
- (b) Any hiatus over fourteen (14) consecutive days, the employer, upon request, will issue a record of Employment (ROE) to each requesting employee, triggering a discussion on recall after the hiatus.

## ARTICLE EIGHT - OVERTIME

|   | Days 1 - 5   | Day 6         | Day 7         |
|---|--------------|---------------|---------------|
| First 8 hours   | 1 (x) rate   | 1.5 (x) rate  | 2 (x) rate    |
| Next 4 hours  | 1.5 (x) rate | 2 (x) rate    | 3 (x) rate    |
| Next 2 hours  | 2 (x) rate   | 3 (x) rate    | 3 (x) rate    |
| Next 2 hours  | 3 (x) rate   | * 3 (x) rate  | * 3 (x) rate  |
| Thereafter  | * 3 (x) rate | ** 3 (x) rate | ** 3 (x) rate |
| * These periods trigger a 2 hour extension to turnaround when: 1) there is a 2nd consecutive triggering day worked and 2) there is any subsequent triggering day worked in the ensuing 30 day calendar period measured from the first of two consecutive triggering days worked.  |              |               |               |
| ** These periods trigger a 4 hour extension to turnaround when: 1) there is a 2nd consecutive triggering day worked and 2) there is any subsequent triggering day worked in the ensuing 30 day calendar period measured from the first of two consecutive triggering days worked. |              |               |               |

Calculations are based on the Employee's negotiated hourly rate. The maximum compounding effect of the application of work premiums set out in this Agreement shall not exceed three times (3x) the Employee's Straight Time Contracted Hourly Rate.

## ARTICLE NINE - TURNAROUND (DAILY/WEEKLY REST PERIODS)

- (a) There will be a minimum rest period of ten (10) hours between the end of one shift and the beginning of the next call.
- (b) The minimum amount of rest on a five (5) day workweek shall be fifty-four (54) hours.
- (c) The weekend rest period may be reduced to fifty-two (52) hours, inclusive of the daily rest period, in the following circumstances:
  - (1) the fifth day of the workweek is no longer than twelve (12) hours worked; and either
  - (2) (i) exterior night shooting, as called for in the script, is scheduled for the fifth day of the workweek;
    - (ii) work on the fifth day of the workweek takes place at a shooting location, access to which is limited to certain hours; or
    - (iii) work on the fifth day of the workweek is delayed due to health and safety concerns as a result of weather or a natural hazard that occurs during the course of the Employee's work shift.

- (3) Company may utilize the foregoing exceptions:
  - (i) once on a motion picture 66 minutes or more but less than 85 minutes in length;
  - (ii) no more than once every six (6) weeks on episodic series and mini-series;
  - (iii) twice on a motion picture 85 minutes or more in length.
- (d) The minimum amount of rest on a six (6) day workweek will be thirty-four (34) consecutive hours.
- (e) The minimum amount of rest on a three (3) day break will be seventy four (74) consecutive hours.
- (f) Encroachment of an Employee's rest period shall be paid at three (3) times the Employee's negotiated hourly rate. In no circumstance shall the penalty exceed three (3) times the Employee's negotiated hourly rate. All rest periods will be free from Company work. To clarify, the penalty for the encroachment of any rest period applies to the invaded hours only.
- (g) In the interests of safety, the Company will be prepared to supply alternative means of transportation or provide a rest area or hotel room to Employees who believe they are too tired to drive safely. Employees who believe that they are too tired to drive safely should notify an authorized representative of the Company before leaving the set. See Schedule F – Guidelines Regarding Extended Workdays for additional information.

## **ARTICLE TEN - MEALS/BREAKS/FRENCH HOURS**

### **10.1 Meal/Rest Period**

All on-set Employees are to receive a first unpaid meal/rest period of thirty (30) minutes commencing NOT earlier than the beginning of the second hour of work, and not later than the end of the sixth (6<sup>th</sup>) hour of work, from the beginning of an individual's start time, as given by the Company to each Employee. Subsequent meal/rest periods will commence not earlier than the beginning of the fourth hour of work, and not later than the end of the sixth hour of work, after the end of a prior meal/rest period. Thirty (30) minutes maximum will be deducted from Employees' time sheets for each meal/rest period received.

- a) The meal/rest period will commence when the LAST IATSE Local 212 Member/Permit has been served. The meal period will end 30 minutes later. Travel back to the set to continue the day's work will commence after the 30-minute meal/rest period has finished.
- b) Adequate time will be allowed for persons to get to a place of eating. Should the time, from calling lunch on set, to arriving at the lunch line, exceed twelve (12) minutes, meal penalty may apply.
- c) Any employee who is asked back to work before thirty (30) minutes from the last Employee served has expired will receive a thirty (30) minute paid through lunch. To clarify, a thirty (30) minute paid-through lunch stops incurring any further applicable meal penalties related to the 6-hour work period that precedes the commencement of the paid through lunch. To implement a paid through lunch it is assumed that the period for lunch will be: less than thirty (30) minutes, the member must be free from responsibilities of work and be allowed to sit while they have the meal. If these conditions are not met, then it will be assumed that no lunch was served, and all meal penalties apply. Implementing a paid through lunch does not trigger a deduction for lunch from daily per diem. Lunch meetings cannot be made mandatory and attendance at lunch meetings can be refused by an employee.
- d) Employees may have individual 30-minute lunch breaks as required for production efficiency with consultation of the department head.
- e) The Company confirms its intention to break Employees for meals. Meal breaks may occur at different times for different Employees or departments and meal penalties apply only to Employees who are not provided a timely meal break by being freed from the responsibility of work and/or allowed to sit for a

meal. If cameras continue rolling, any Employee on the shooting crew who does not receive a timely meal break will be paid the applicable meal penalties. The parties agree to engage in good faith discussions should any issues arise with respect to meals.

## **10.2 Meal Penalty**

When the Employee is not able to commence a meal/rest period by the end of the sixth hour of work as specified in Section 10.1 above, the Employee will be paid a penalty in addition to their hourly rate, until such time as the meal period is forthcoming. This penalty will be \$3.00 for each 1/10<sup>th</sup> (.1) hour increment.

In no case shall any work period exceed nine (9) hours without a meal break. French Hours shall not be construed to violate this provision.

## **10.3 Nine-hour Penalty**

If at any time, starting from general crew call, a work period extends past nine (9) hours without a meal/rest period for a crew member the Company will pay the Employee triple the penalty, plus wages from the end of the employee's sixth (6) hour of work (retroactively), until such time as the meal/rest period is forthcoming.

## **10.4 Hot Breakfast**

The Company may also provide to all on-set crew, at no cost to the Employees, an unpaid hot Breakfast at least one half-hour before general crew call.

## **10.5 Extension/Grace Period**

The Company's intent to invoke a grace period must be declared to the Shop Steward prior to its commencement. Each six-hour work period may be extended without penalty for the following:

- twelve (12) minutes to complete a shot in progress
- one-half (1/2) hour without penalty when used for wrapping up
- If work exceeds such extension, then meal penalty shall be calculated and paid retroactively from the end of such six (6) hour period. Extensions are not automatic and are not to be scheduled or abused.

## **10.6 French Hours**

The Company may, with at least ten (10) hours' notice, to the Union institute French Hours. French Hours are defined as follows:

- (a) A maximum eleven (11) hour period of elapsed time commencing with the general crew call and ending after camera wrap, which includes one (1) hour of paid meal period before work begins, or includes one-half (½) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period.
- (b) Should work continue past the eleventh (11th) hour, such work shall be paid for by the additional payment of the applicable rates of overtime pay.
- (c) Any Employer that institutes French Hours will provide a continuing hot buffet on set, accessible to all Employees.
- (d) Meal penalties shall apply if work continues past eleven (11) hours of elapsed time commencing with the general crew call, in which case meal penalties shall be paid commencing at the end of the sixth (6th) hour from the beginning of the general crew call.
- (e) All Employees not on scheduled French Hours shall be accorded the meal standards per 10.8 of the Agreement.

The parties agree to have good faith discussions to resolve any issues that may arise from the implementation of French Hours.

### **10.7 Washroom Facilities**

Clean washrooms with hand-washing facilities, including hot water, where practicable, must be provided within sixty metres of every work unit (i.e., main unit shooting crew, all additional shooting units, all prep units, all wrap units, etc.). Washroom and toilet facilities shall be provided by the Company at all sites and locations and shall be maintained on a standard at least equal to the standards required by the Alberta *Occupational Health and Safety Act*. The Union and The Company agree to discuss and address, in good faith, any specific issues that arise under this provision.

### **10.8 Proper Meals**

It is understood and agreed that “snacks” (i.e., soft drinks, hot dogs, pizza, etc.) or “box lunches” do not constitute a proper meal. Proper meals will be hot, with a reasonable selection. All taxes for meals are the responsibility of the Production Company.

- (a) The Company will provide appropriate shelter for serving all catered meal/rest periods. The shelter will be sufficiently heated in colder weather. The shelter will have hand washing stations, with soap and where practicable, hot water, at the entrance or reasonably nearby.
- (b) The Company will use its best efforts to provide reusable dishes, containers, and cutlery.
- (c) **ARTICLE 10.8** also applies to all crew on a paid through lunch.

### **10.9 Craft Service**

All Employees including non-shooting crew will be provided with hot beverages, cold water, juice, pop and other non-intoxicating beverages along with healthy snack food and other food provisions, as decided in consultation between the Production Manager and the Head of CS and the Department Heads. The Company will supply this food and drink at no cost to the Employees.

### **10.10 Off-Set Crew**

It is agreed that the Company will provide all off-set crew (whether in a studio, a shop, the production office, or on location) with a one-half (1/2) hour paid through lunch/rest period, when no meal is provided. However, should the Shooting Crew be working at the same site as a Off-Set Crew, the Off-Set Crew will be provided with the same meal/rest period as the Shooting Crew.

It is agreed that in conjunction with the above meal/rest periods, the off-set Crew will receive one (1) twenty (20) minute coffee break during each six (6) hour work period. Employees will be responsible for scheduling their own meal and coffee breaks in consultation between the Coordinator, supervisor and crew. Craft service will be provided as per ARTICLE 10.9.

## **ARTICLE ELEVEN - WAGES AND DEDUCTIONS**

The Company agrees to pay ALL Employees rates of pay not less than those rates as set out in Schedule (A2). All penalties and premiums will apply to all crew working daily/weekly fees unless otherwise agreed to on individual Deal Memos provided that the specific penalties and premiums in question, combined with the rate, do not fall below the minimum standards of pay articulated in the Collective Agreement. At no time can the Company offer or accept terms and conditions lesser than what is provided for in the Collective Agreement. Meal penalties will not apply to off-set crew who schedule their own meal breaks.

### **11.1 Calculation – 1/10<sup>th</sup> of an Hour**

Time will be calculated on the basis of 1/10th of an hour, so that Employees will be paid for 1/10th of an hour period(s) when any 1/10th of an hour period is worked.

### **11.2 Paid Sick Leave**

(a) An Employee covered by this Agreement who has worked for a Company within the province of Alberta under this Agreement for at least thirty (30) days on or after January 1, 2024 within a one (1) year period (such year to be measured, as designated by the Company, as either a calendar year or starting from the Employee's anniversary date) shall accrue paid sick leave under one of the following options:

(i) The Company may elect to allow eligible Employees to accrue one (1) hour of paid sick leave for every thirty (30) hours worked in the province of Alberta for the Company, up to a maximum of forty-eight (48) hours or six (6) days. Sick leave accrued on an hourly basis may be carried over to the following year of employment, but in no event shall an Employee have more than forty-eight (48) hours or six (6) days of paid sick leave available for use during each year of employment at any time. The Company may limit the use of sick leave accrued on an hourly basis to no more than twenty-four (24) hours or three (3) days during each year of employment. A "year of employment" shall be defined by the Company in advance as either a calendar year or starting from the Employee's anniversary date.

(ii) The Company may elect to provide an eligible Employee with a bank of twenty-four (24) hours or three (3) days of sick leave per year, such year to be measured, as designated by the Company, as either a calendar year or starting from the Employee's anniversary date. Such banked sick leave days may not be carried over to the following year.

The Company shall provide the Employee with advance notice of the option it has elected.

### **11.3 Pay Day**

Payment for all work performed in a workweek will be paid by direct deposit. Payments will be processed on the fourth (4th) work day of the following week and deposited in the Employee's account on or before 11:59 p.m. on the fifth work day. Paystub information shall be made available to Employees by 4:00 p.m. on the fourth day following the workweek via either secure electronic means or regular mail. Such information will provide the earnings and deductions in detail and a copy shall also be provided to the Union.

### **11.4 3% Late Penalty**

In the event of a late payment by the Company, a penalty of three (3%) percent of gross wages for that week will be paid to an Employee for each week that the payment of wages is deemed to be late. The calculations will begin at the end of the designated payday and continue until the outstanding wages, including penalty, are paid. The penalty can be added to the next paycheque for wages or paid by separate cheque. In the event of a late payment, the Company will immediately notify the Union and crew and begin immediate discussions with the Union. In addition, employees must make sure their timecards are submitted in a timely manner. If the employee has not received their paycheque on a regular pay day, the employee must notify The Company/Employer of such a missing paycheque immediately, but no later than 2 business days after the paycheque was due. Should the employee not submit a timecard and/or report a missing paycheque, in a timely manner, then in such a circumstance, late penalties shall NOT apply.

### **11.5 Non-payment of Wages and Other Monies**

The non-payment of wages and other monies, when due to an Employee or to the Union, will constitute a breach of this Agreement by the Company. In the event of non-payment, the Union and its Members are under no obligation to provide services or to avert a work stoppage. The Union agrees that this does not extend to a



situation where there exists a bona fide dispute as to whether wages or other monies are actually due. When such a dispute exists, the appropriate avenue to seek redress will be through the grievance procedure under Article 22.

### 11.6 Payroll Information

The Company will cooperate by providing the Union with relevant payroll information if questions arise as to accurate payment of wages. The Company will not alter Employees' time sheets without a prior explanation to the employee.

The Company will provide the Union with all of the following information:

- (a) a list of Employees, showing names and job function classifications and rates of pay;
- (b) hires, discharges, suspensions, resignations, etc.
- (c) copies of all deal memos within five (5) days of obtaining the employee's signature.

## ARTICLE TWELVE - FRINGE RATES

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

| Fringe Rates                  |               |               |               |
|-------------------------------|---------------|---------------|---------------|
|                               | March 4, 2024 | March 1, 2025 | March 1, 2026 |
| Administration / Training Fee | 2%            | 1.5%          | 1%            |
| Pension RSP                   | 6%            | 6.5%          | 7%            |
| Health and Welfare            | 6%            | 6%            | 6%            |
| Vacation Pay                  | 4%            | 4%            | 4%            |
| <b>TOTAL</b>                  | <b>18%</b>    | <b>18%</b>    | <b>18%</b>    |
| Holiday Pay                   | 2.75%         | 2.75%         | 3%            |

Fringes are calculated on Gross Wages, which includes Vacation and Holiday Pay [see **ARTICLE FOURTEEN**].

### Definitions:

- **Permittee** is an individual who has been approved by Local 212 for employment and is working towards full membership in The Local.
- **Work Permit Employee** is an out of jurisdiction person who has been granted permission by IATSE Local 212 (including a guaranteed work permit) to work on a specific production at the request of the Company.
- **Gross Wages** include straight time, overtime, premiums, penalties, and vacation pay.
- **Fringes** include administration fee, pension, and health & welfare.

### **12.1 Administration and Training Fee**

This is paid weekly to the Union on behalf of all IATSE Local 212 Members, Work Permits and Permittees with full remittance breakdown. **This fee is subject to GST.**

### **12.2 RRSP Contributions**

These are paid to the Union on behalf of all IATSE members working under this agreement. It is agreed by the Union that RRSP contributions made by the Company shall be paid into accounts administered by the Canadian Entertainment Industry Retirement Plan (CEIRP) #62724 for IATSE members, and that such contribution shall be made payable from the first day of employment at such rates as are herein agreed.

For all other Employees, the Company shall make a contribution identical to the RRSP calculation, which will be added to the Employee's weekly remuneration. "Other Employees" would include IATSE Local 212 Permittees and out-of-jurisdiction Work Permit Employees who do not belong to an IATSE Local.

### **12.3 Health and Welfare Benefits**

These are paid to the Union on behalf of all Employees. For Members of other IATSE Locals, the Union will forward their H & W contributions to their home Local as per their Deal Memo.

### **12.4 Holiday Pay**

Is calculated as a percentage of Total Gross Earnings on straight time, overtime, premiums, and penalties, and is paid to all employees with their weekly remuneration.

### **12.5 WCB/ CPP/EI**

The Company will make all Company Contributions under the Workers' Compensation Act (AB), Canada Pension Plan Act (Canada), Employment Insurance Act (Canada), and any mandatory plan or legislation that may be applicable.

### **12.6 Employee Working Dues**

Two percent (2%) of all Local 212 Members' and Work Permit Employees' gross wages, as well as four percent (4%) of Permittees' (non-member) gross wages, will be deducted weekly and then paid to the Union. The Company will ensure authorization of this deduction by securing Employee signatures on the Deal Memo form contained herein.

## **ARTICLE THIRTEEN - PERFORMANCE BOND**

The Company shall provide a corporate guarantee or performance bond to guarantee payments and remittances due and payable to Employees and the Union under this Agreement.

## **ARTICLE FOURTEEN - HOLIDAY PAY/VACATION PAY**

### **14.1 Recognized Holidays and Holiday Pay**

The following days will be recognized as General Holidays and must be observed as such: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day for Truth & Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

When a Holiday, other than New Year's Day, Good Friday, National Day for Truth and Reconciliation, Remembrance Day, Christmas Day and Boxing Day falls on the second, third, or fourth work day of the workweek, the Company may designate the first or fifth work day of the workweek as the day the Holiday is to be observed, and the actual

day of the Holiday shall be worked and paid for at straight time. The Company shall file notice of the designated Holiday schedule with the Union as soon as practicable but no later than seven calendar days prior to the Holiday.

The rate of pay for work performed on a Holiday during the workweek shall be the same as the rate of pay for the sixth day worked in the workweek (i.e., 1.5x rate for the first 8 hours, 2x rate for the next four hours and 3x rate, thereafter.) The rate of pay for work performed on a Holiday on a sixth day shall be the same as the rate of pay for the seventh day worked in the workweek (i.e., 2x rate for the first 8 hours, 3x rate thereafter). The rate of pay for work performed on a Holiday on a seventh day shall be 3x for all hours.

Work performed on a General Holiday will be capped at three times (3x) the Employee's negotiated hourly rate. Payment for an unworked Holiday shall be compensated pursuant to **ARTICLE TWELVE** of this Agreement, whereby a Holiday Pay Fringe payable to all Employees is the means by which unworked Holidays are paid. An Employee engaged on a weekly guarantee will have their weekly rate or guarantee reduced by one-fifth (1/5) for each unworked holiday that falls within the Employee's guaranteed workweek.

The Holiday Pay Fringe shall apply against a guaranteed period of employment whether worked or not.

#### **14.2 Vacation Pay**

Is calculated on straight time, overtime, premiums, and penalties, and is to be paid at a rate of four percent (4%) to all Employees with their weekly remuneration.

### **ARTICLE FIFTEEN - PREMIUMS & PARKING**

#### **15.1 Payment for Personal Vehicle Use**

Employees who agree to use a private vehicle for production work, as requested by the Company, will be paid a minimum of sixty-one (\$0.61) cents per kilometre or, alternatively, at the company's election, thirty dollars (\$30) per day plus fuel costs with receipts. It is understood that the use of personal vehicles, as requested by the Company, on all nighttime, weekend and off-camera hour shifts, will be paid for unless specified otherwise in writing by the Company.

#### **15.2 Premium for One-ton Production Vehicle**

Qualified Employees, when requested by the Company to drive a one (1) ton production vehicle, shall be paid a minimum premium of thirty-five dollars (\$35.00) per day for each day they drive said vehicle.

#### **15.3 Parking**

Whenever the Company does not provide transportation, the Employees shall be provided secure or supervised parking within a reasonable distance from the work site and at no cost to the Employees. If such parking area is not provided, the Company will reimburse each Employee for parking fees and the call sheet will provide directions to available parking lots in the area. Parking reimbursements will be claimed on Employees' time sheets as a non-taxable expense, with parking receipts attached if applicable.

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

#### **15.4 Distant Location and Mileage**

Anytime a crew member reports to a distant location and production does not offer a shuttle, that employee will be paid mileage as outlined in ARTICLE 15.1 calculated from the edge of the zone to the location. The Company is not required to pay for personal vehicle mileage if instead they provide crew/equipment shuttles from a free

parking area to the work site and back to the parking area at the end of the day. This ARTICLE will apply if the crew member is traveling from one location to another within the *Calgary Zone* and no shuttle is provided.

## ARTICLE SIXTEEN - TRAVEL/ ACCOMMODATION / PER DIEM

### 16.1 Travel

#### (a) The Calgary Zone and beyond

- i) To establish travel time beyond the *Calgary Zone*, using Google Maps:
  - Drop a pin onto the location.
  - Drop the next pin onto the nearest exit from Stoney Trail (HWY 201).
  - Select the “directions” button for exact travel time.
  - If travel time is eighteen (18) minutes or less the location is “in-Zone” and no paid travel is required.
  - If travel time is greater than eighteen (18) minutes, subtract eighteen (18) minutes of unpaid travel time to determine the paid travel time to location.
- ii) Outside of the *Calgary Zone* the reporting location is crew parking, not the shooting location.
- iii) Paid travel time will include any necessary additional time calculated by traveling on private roads.
- iv) Travel on a private road will be calculated at 20 km/hr, unless an increase is agreed to by the Union. A private road is a road not maintained by any order of government or agency representing any order of government.
- v) The Union will allow a travel time exclusion of 300 metres on a private road to access parking.
- vi) If there is a significant discrepancy between the Google Maps calculation and the physical measurement of the exact distance/speed limit = time traveled, the physical measurement calculation will prevail.

- The *Calgary Zone* is illustrated in **Schedule (G)**.

- (b) The workday will be defined as the accumulative of time worked [minimum of eight (8) hours], plus actual travel time incurred in commuting to and from locations beyond the *Calgary Zone*. As travel time is considered part of the workday, it will be subject to all provisions for remuneration as well as overtime, and turnaround penalties as described herein. Such travel time will not be subject to meal penalties at the beginning of the day if breakfast is served by The Company, or at the end of the day if 2<sup>nd</sup> meal is served by The Company unless meal penalties have commenced before travel starts, in which case meal penalties continue to accrue until the end of the day. Adverse road and weather conditions will be taken into account when calculating travel time. Employees will not be expected to drive personal vehicles on rough terrain; shuttles will be provided.
- (c) When Employees are required to work at a location beyond the *Calgary Zone*, the Company agrees to originate and terminate the call at the *Calgary Zone* limit. If any location requires Employees to travel in and out of the *Calgary Zone* in order to reach their destination, an Employee’s workday will begin at the moment they first leave the Zone. Each Employee will have only one departure point at the start of the workday and one destination point at the end of the workday.
- (d) Travel Days: Travel days will be a minimum four-hour call at straight time unless travel exceeds four hours, in which case the minimum call will be eight hours at straight time or actual time spent traveling if more than eight hours. The second consecutive day of travel will be at double time using the same four-hour or eight-hour minimum call criteria. Per diems will be thirty dollars (\$30) on a four-hour call and full per diem on an eight-hour call. Travel day pay on Statutory Holidays will be at two and one-half (2 ½) times the Employee’s rate. Individual requests that transportation be provided by the Company will not be unreasonably refused. Travel only days will not be considered workdays. (Note: this provision sets forth minimum travel allowance payments – not minimum call times.)

- (e) When providing commercial transportation, Economy Class air travel shall be considered adequate for the purpose of this Agreement except that Business Class air travel will be provided to any Employees traveling to or from destinations outside of North America.
- (f) All transportation provided by the Employer shall be clean and comfortable.
- (g) When Employees are required to move from one place of work to another, the Company will provide legal passenger transport and the time spent will be considered as time worked. The Company is not required to pay for personal vehicle mileage if instead they provide crew/equipment shuttles from a free parking area to the work site and back to the parking area at the end of the day. This ARTICLE will apply if the crew member is traveling from one location to another within the *Calgary Zone* and no shuttle is provided. Employees are not permitted to ride in the back of open or closed trucks nor ride in the freight areas of other vehicles.
- (h) The Employer will provide accidental death and dismemberment insurance in the sum of \$200,000 to an Employee when required by the Employer to travel by means of transportation furnished by Employer other than by air during Employee's assignment, \$250,000 when the Employee is required to travel by plane at the request of Employer, or \$350,000 when the Employee is required to travel by helicopter at the request of Employer.
- (i) Employees, refusing in good faith to travel by air, will not be discriminated against with respect to future work opportunities or assignments with the Company that do not require travel by air.
- (j) The Company will provide the Union proof of appropriate insurance whenever employees are required to travel by air.
- (k) Travel time will be considered work time. When work occurs on the same day as travel, the travel time will be used to complete the day's guarantee.
- (l) For Distant Locations, the Employer may designate, after consulting with the Union, an additional Studio Zone(s) for an area within a circle having a radius of up to twenty-five (25) kilometres but not to exceed an average driving time of thirty (30) minutes, centred around an agreed upon central point. In such a case, payment for travel time will be negotiated.

## **16.2 Accommodation**

- (a) Overnight accommodation will be provided pursuant to Schedule F whenever travel time to/from the *Calgary Zone* to a Distant Location presents excessive or unsafe driving conditions. The Union may request a meeting with the Company to discuss the specific criteria under which overnight accommodations will be required.
- (b) Courtesy Rooms: See Schedule F.
- (c) Distant Locations Defined: Distant locations are locations on which the employee is required to remain away and be lodged overnight. Employees required to remain overnight on a Distant Location will be provided with individual, clean, comfortable accommodations by the Company. In cases where there is a lack of proper accommodations the Company will give good faith consideration to transporting individuals to nearby locations that do have proper accommodations, within a thirty (30) minute drive.

## **16.3 Per Diem**

- a) On Distant Locations within any of the Canadian Provinces or Territories, the Employee shall be paid a per diem allowance not less than seventy-five dollars (\$75.00) per day; all mountain resort areas eighty dollars (\$80.00) per day; and U.S.A. locations eighty dollars (\$80.00 U.S. funds) per day. Per diem must be paid in full, and received no later than the paycheque for the days that the per diem has been allocated. However, lunch, if provided at the expense of the Company, may be deducted from the per diem allowance in the following manner: Lunch – twenty dollars (\$20.00). There are no partial per diems and lunch is the only meal that is deductible.

- b) An Employee on distant location shall receive double the daily per diem on an unworked sixth day in lieu of any other payment, double the daily per diem on an unworked seventh day in lieu of any other payment and double the daily per diem on an unworked Statutory Holiday in lieu of any other payment. For all additional days not worked while on distant location, the Employee will receive eight (8) hours of straight time pay plus a single day of per diem. (With respect to the per diem, fringe payments shall not apply.) This provision would apply to crew members on a distant location regardless of a daily or weekly deal memo.

## **ARTICLE SEVENTEEN - INDIVIDUAL AGREEMENTS**

- (a) Nothing in this Agreement will prevent an individual, hired by the Company, from negotiating with and obtaining from the Company, alternate terms of employment than those found herein.
- (b) Nothing in this Agreement will prevent the Company from giving an individual, with or without consultation with the Union, alternate terms than herein provided.
- (c) Individuals subject to this Agreement will not be asked to agree to conditions that are less than those provided herein. The Company will provide the Union with a copy of any and all documents that are to be signed by Local 212 Members or Permittees whether they address wages, working conditions, or issues of liability. Employees covered by this Agreement will not be required to assume exaggerated or unrealistic types of liability. The Company will keep all personal Employee information secure in accordance with P.I.P.A. (Personal Information Protection Act).
- (d) The Company will provide each individual as well as IATSE Local 212 with a copy of their fully signed Deal Memo within a week of the employee's signature.
- (e) Granting individuals better terms and/or conditions, other than those provided in this Agreement, will NOT affect the terms and conditions of this Agreement, nor will the granting be considered in any manner as precedent for granting to other individuals or jobs, better terms and/or conditions other than those detailed herein provided.
- (f) On or before their first day of employment, Employees will supply to the Company reasonable residency information sufficient to ensure that the Company receives all federal and provincial production tax credits. Such information shall be kept confidential and held in compliance with all applicable privacy legislation except to the extent necessary to obtain the production tax credits.
- (g) Should the Company inform an Employee and the Union that the Employee has failed to furnish appropriate residency information, the Employee shall have five (5) business days within which to provide the required information to the Company. Should the Employee fail to do so within that time period, the Company may terminate the Employee for just and reasonable cause. Further, should the Company notify the Union of such failure, the Union shall not dispatch that Employee for any employment under this Agreement until the Employee has supplied the required residency documentation to the Employer and the Union.

## **ARTICLE EIGHTEEN - LAYOFF**

- (a) Layoff is defined as a temporary or permanent severance of employment due to hiatus, shortage of work, or the scheduled end of employment. The Company agrees that in the event of a layoff of an Employee hired on a weekly basis, the Company will give such an Employee one week's written notice or one week's pay in lieu thereof, except in the case of dismissal for just cause. The Union agrees to require one week's written notice when an Employee wishes to leave the employ of the Company.

- (b) Daily Employees may be laid off due to the lack of work or may leave the employ of the Company upon giving notice at the end of any working day.
- (c) An Employee NOT personally notified of the lay-off at the end of the shift, who reports for work at the next regular shift, will be considered as having been called for a minimum call of not less than eight (8) hours. The Union and The Company agree that written notification of layoff, made through a department head or on a call sheet or by verifiable personal email, will also be deemed as adequate personal layoff notification.

## **ARTICLE NINETEEN - COMPANY RIGHTS, DISMISSAL**

- (a) The Company shall have the right to make, and the Union shall cause its Members to conform to, rules and regulations as the Company deems necessary for the conduct and management of its operations, provided that such rules and regulations do not conflict with the terms of this Agreement, any laws of Canada, a Province and/or Territory thereof, any municipal or similar authority, or a country or other political subdivision thereof, in which work is to be performed hereunder.
- (b) The Company shall have the right to dismiss any Employee hired under this agreement for which the Company can show just cause. In every case of dismissal for just cause the Company will immediately give to the Union and the Employee, in writing, the detail of reasons and circumstances of the dismissal.
- (c) No Employee shall be discharged (as distinguished from laid off or replacement) by the Company without just and reasonable cause. If the Union believes the action to be unjustified, the Union may file a grievance. Refusal to comply with an order, directive, or assignment that is unlawful, unsafe, or which is known by the Employee to be in violation of a location permit, shall not result in discipline or discharge. Just and reasonable cause shall mean:
  - i) breach of any reasonable regulation made by the Company governing the duties and functions that are necessary for the conduct and management of the business of the Company, insofar as the regulation does not conflict with the terms of this Agreement, and provided written regulations are made available to each Employee prior to employment.
  - ii) unsatisfactory performance of an employee's duties.
  - iii) dishonesty, insubordination, or failure to comply with reasonable instructions issued by the Company;
  - iv) Crew members working under the IATSE 212 Collective Agreement agree that being under the influence of an impairing or intoxicating substance that inhibits the ability to work safely, and/or effectively, is prohibited while working under this agreement. In instances where a crew member is suspected of being under the influence, The Company may remove the crew member from the work-site and transport them to a safe place to ensure safety of the crew member and fellow co-workers, as well as to determine whether there is a violation of this prohibition. The Union will be notified immediately by The Company should any member be suspected of being under the influence of an impairing or intoxicating substance.
- (d) The parties agree that the principles of progressive discipline, as recognized by the Alberta Labour Relations Board, will be applied in appropriate circumstances. The Company agrees to have the Shop Steward and/or designated Union Representative witness all disciplinary meetings and to provide the Union with a copy of all written reprimands.
- (e) The Company is not required to employ, and the Union will not dispatch a person previously discharged for any reason under this Agreement, provided that no such employee shall be discharged (as

distinguished from replacements or layoffs) by a company without just and reasonable cause.

## ARTICLE TWENTY - UNION RIGHTS

### Protection of Employees

- (a) The Company will save Employees harmless from all liability and necessary costs, including reasonable attorney's fees, due to any injury, loss or damage suffered by any cast, crew or bystander, as a result of any incident occurring in the performance of their duties within the scope of employment under this Agreement provided:
  - i) **ARTICLE TWENTY**, clause (a) shall not apply in any instance in which such injury, loss or damage is the result of, or caused in whole or in part, by the gross negligence or misconduct of such Employees. For the purpose of this Article, gross negligence is defined as circumstances when it must be plain that the magnitude of the risks involved are such that if more than ordinary care is not taken, a mishap is likely to occur in which loss of life, serious injury or grave damage is almost inevitable.
  - ii) immediately upon such Employees, or their representative, being informed of any claim or litigation, they shall notify and deliver to the Company every demand, notice, summons, complaint or other process received by them or their representative and;
  - iii) the Employee shall cooperate fully in the defense of the claim or action, including the attending of hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses.
- (b) The Company agrees to employ only Members who are in good standing with the Union, or Permit workers who have been duly approved in advance by the Union. Failure to abide by these conditions shall be sufficient reason and just cause for immediate dismissal.
- (c) The Company will permit a duly authorized Union Representative access to the workplace of any person employed by the Company in all the Job Classification(s) as described in **Schedule (A2)** of this Agreement. The Union agrees that such access shall not interfere with the ability of the Employee to perform normal duties. Union representatives will be provided with proper ID when necessary.
- (d) Indemnification: It is expressly understood and agreed that the Employer shall have no recourse of any kind against the Union in respect to training or the issuance of a certificate of training to any Employee under the provisions of any Federal, Provincial, Territorial, or Municipal regulating agency.

## ARTICLE TWENTY ONE - FREEDOM FROM PERSONAL HARASSMENT

IATSE Local 212 and the Company agrees that everyone should be able to work without fear of harassment or violence, in a safe and healthy environment. The Parties further agree to work cooperatively with each other so that the principles of this Article are honoured.

- (a) The Company shall use its best efforts to maintain a working environment that is free from sexual, racial, or personal harassment and violence. To that end, the Company shall comply with all applicable obligations pursuant to human rights and health and safety legislation.

The Company will provide the union a copy of their anti-harassment policy.
- (b) The Parties agree that an Employee who violates this Article of the Collective Agreement or violates the Company's statement on anti-harassment and violence prevention by engaging in harassing and/or violent behaviour towards any other individual engaged on the Production, or by not respecting the statement, has displayed just cause as described in ARTICLE 19 (b).



- (c) Retaliation or reprisals against any Employee who, in good faith, raises a bona fide complaint pursuant to this Article will not be tolerated.

## **ARTICLE TWENTY TWO – NO DISCRIMINATION**

The Company agrees it shall not discriminate against or engage in any harassment of any applicant for employment or Employee for reasons based on race, religious beliefs, colour, gender identity, gender expression, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation, or any of the grounds prohibited by applicable federal or provincial law.

## **ARTICLE TWENTY THREE - GRIEVANCE PROCEDURE**

- (a) All Complaints, disagreements, or disputes between the Company and the Union or the Employees covered by this Agreement, which concern the interpretation, application, operation, and/or alleged contravention of this Collective Agreement or any related Deal Memo, shall be considered a Grievance. The Union and the Company are the only parties who may file a Grievance.
- (b) The time period for filing a grievance shall be fifteen (15) business days from the event giving rise to the alleged violation, or within fifteen (15) business days after the facts underlying the grievance became known or should have reasonably become known by either the Employee, the Company or the Union - whichever should have first reasonably gained knowledge of the facts underlying the grievance. The time period for filing a grievance concerning wage or benefit payments shall be ninety (90) calendar days from an alleged underpayment. If the applicable time period is not met, the grievance will be deemed waived.
- (c) The grievance shall be presented in writing to the grieved party, and within five (5) business days of receipt, a meeting shall be held between the parties. A written decision shall be presented to the party with carriage of the grievance within five (5) business days following the meeting.
- (d) Should a resolution not be reached, the party with carriage of the grievance shall within five (5) business days submit the grievance to arbitration before a single Arbitrator, whose decision will be final and binding. Prior to arbitration, it may be agreed upon by both parties to seek non-binding mediation, which may (if an agreement is reached) eliminate the need for further proceedings.
- (e) The Arbitrator will be a person agreed upon by the Company and the Union, and failing such agreement, either party may request the Minister of Labour to appoint an Arbitrator in accordance with the Alberta Labour Relations Code. All costs of Mediation and/or Arbitration will be borne equally by both parties. Expenses of any witnesses shall be borne by the party who calls them.
- (f) The Arbitrator will not be vested with the power to change, add to or otherwise amend any of the rates, terms or conditions of this Agreement.
- (g) The Company agrees that, after a grievance has been lodged, the Company representative(s) will not enter into discussions with the aggrieved Employee without prior consent of the Union.

## **ARTICLE TWENTY FOUR - HEALTH AND SAFETY**

- (a) It is agreed by the parties that great emphasis shall be placed on the need to provide a safe working environment. In that context, it shall be the responsibility of the Company:

- (1) to provide employment and places of employment which are safe and healthful for the Employees;
  - (2) to provide and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes which are reasonably adequate to render such employment and places of employment safe and healthful;
  - (3) to do every other thing reasonably necessary to protect the life, safety and health of Employees; and;
  - (4) to not require or permit any Employee to enter into or be in any employment or places of employment which are not safe and healthful.
- (b) The Company and every Employee shall comply with the Alberta Occupational Health and Safety Act, Regulations and Code and any amendments thereto.
- (c) No representative of the Company nor any Employee shall:
- (1) remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or places of employment;
  - (2) interfere with the use of any method or process adopted for the protection of any Employee, including themselves or fellow Employees.
- (d) Rigid observance of safety regulations must be adhered to and willful failure of any Employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no Employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Company and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual Employee with regard to preventing accidents to themselves or fellow Employees.
- (e) Any Employee unable to complete the minimum daily call because of an injury sustained on the job shall be paid the minimum daily call.
- (f) The Company will notify the Union in writing within four (4) business days of any occupational injury which requires the Company to issue a Form 7 and will provide the date and general circumstances of the occurrence.

## **ARTICLE TWENTY FIVE - TRAINEES**

Employing Trainees whether under this Article or Article 28 is encouraged by the Union. All trainee positions under this article must be negotiated on a case-by-case basis with the Motion Picture Business Agent and Company. Negotiations between the Motion Picture Business Agent and Company should include consultation with the affected Department Head.

## **ARTICLE TWENTY SIX - SCREEN CREDITS**

The Company shall give credit to the IATSE by displaying its official seal in accordance with standard industry practice along with the following:

Filmed on location in the Province of Alberta, Canada  
with crew from IATSE Local 212, Calgary.

## **ARTICLE TWENTY SEVEN - TECHNOLOGICAL CHANGE**

All disputes arising in relation to adjustment to technological change shall be finally and conclusively settled without stoppage of work, in accordance with ARTICLE 23.

(a) Definition of Technological Change:

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

(b) Notice of Technological Change:

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

(c) Technological Change Adjustment – Consultation Committee:

After notice has been given, the Company and the Union shall meet pursuant to ARTICLE 2.2 and in good faith, endeavor to develop a technological change adjustment plan, which may include provisions for the following:

- i) Human resource planning and Employee counselling and retraining.
- ii) Termination of a classification and creation of a new classification with appropriate scale minimum wage.
- iii) Notice of termination and severance pay for those Employees displaced by the technological change during the course of a production.
- iv) A bipartite process for overseeing the implementation of the adjustment plan.

(d) Amendment to the Collective Agreement:

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

## **ARTICLE TWENTY EIGHT – RECONCILIATION, DIVERSITY, EQUITY AND INCLUSION**

(a) Statement of Commitment:

The Company and IATSE, Local 212 (“Union”) recognize their joint interest in promoting reconciliation, equity, diversity and inclusion in the workplace, so that Indigenous people and people from

“disadvantaged” and “under-represented” groups are provided with employment opportunities and greater representation in the Alberta film and television industry, at all times guided by the Alberta Human Rights Act and its principles. “Disadvantaged” and “under-represented” groups have traditionally been defined as women, racial and ethnic minorities, LGBTQIA2S+, persons with a disability and other protected categories; however, underrepresented classifications may vary per craft.

(b) Self-Identification Data:

The Union agrees to encourage its members to voluntarily self-identify when requested to do so by either the Union or the Company, including when members are completing new membership paperwork for the Union or start paperwork for the Company. The Union further agrees to share with the Company, as may be permitted by law, any diversity statistics that they currently possess or develop in the future.

(c) Training Program Opportunities:

The parties shall discuss the development, administration and oversight of program(s) for on-the-job training within the motion picture industry in the various job classifications covered by this Collective Agreement. The goal of the training program(s) shall be to enhance employment for individuals who are under-represented in this industry. The types of training programs established may vary depending on the experience of the candidates and the requirements of the classification for which the training is provided.

The training program(s) will include pre-training to teach set protocol, use of equipment, department information, call sheets, safety and other information, as well as any applicable craft orientation. All trainees shall be required to complete baseline courses (i.e. H&S 101) before commencing work. Trainees will be compensated at the Trainee rate.

After the trainee completes any pre-training and/or craft orientation, the Company shall assign the trainee to the production in consultation with the Union and Head of Department. Trainees will not displace any crew members working under the Collective Agreement. The trainee may be assigned work on different productions, including productions of entities related to or affiliated with the Company.

Trainees may be placed on a production(s) for up to 60 days, at which time they will be eligible to apply for membership with the Union. Once accepted into membership, the Company may assign the individual to work as a member of the regular crew under the Collective Agreement. The parties may mutually agree to extend the 60 day trainee period.

ARTICLE TWENTY NINE - TERM AND AGREEMENT

This Agreement will be in full force and effect from March 4, 2024 through March 3, 2027.

For IATSE Local 212:

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Company:

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

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Schedule (A1) Minimum Rates / 2024 - 2026

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

| <b>ACCOUNTING*</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
|---|----------------------|----------------------|----------------------|
| Production Accountant   | Negotiable           | Negotiable           | Negotiable           |
| First Assistant Accountant  | \$3,053.23           | \$3,175.36           | \$3,302.37           |
| Second Assistant Accountant   | \$2,015.20           | \$2,095.81           | \$2,179.64           |
| Accounting Clerk  | \$1,675.20           | \$1,742.21           | \$1,811.90           |
| <b>ART*</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Production Designer   | Negotiable           | Negotiable           | Negotiable           |
| Art Director  | \$3,987.15           | \$4,146.64           | \$4,312.50           |
| 1 <sup>st</sup> Assistant Art Director  | \$3,177.34           | \$3,304.43           | \$3,436.61           |
| Graphics Artist, Illustrator, Set Designer, Storyboard Artist                           | \$42.38              | \$44.07              | \$45.83              |
| 2 <sup>nd</sup> Assistant Art Director  | \$39.33              | \$40.90              | \$42.54              |
| Art Department Coordinator  | \$37.46              | \$38.96              | \$40.52              |
| <b>CONSTRUCTION</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Construction Coordinator  | \$45.62              | \$47.44              | \$49.34              |
| Construction Foreman  | \$43.15              | \$44.88              | \$46.67              |
| Head Carp   | \$43.15              | \$44.88              | \$46.67              |
| Lead Carpenter, Lead Metal Fabricator   | \$41.12              | \$42.76              | \$44.47              |
| Buyer, On-Set Standby Carpenter, Scenic Carpenter, Scenic Metal Fabricator, Model Maker | \$38.15              | \$39.68              | \$41.27              |
| Certified Equipment Operator***   | \$37.82              | \$39.33              | \$40.90              |
| Carpenter, Maintenance Person   | \$36.09              | \$37.53              | \$39.03              |
| Metal Fabricator  | \$34.31              | \$35.68              | \$37.11              |
| Assistant Carpenter   | \$31.22              | \$32.47              | \$33.77              |

| <b>COSTUME</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
|--|----------------------|----------------------|----------------------|
| Costume Designer   | Negotiable           | Negotiable           | Negotiable           |
| Asst. Costume Designer, Set Supervisor, Costume Supervisor, Costume Coordinator, Background Coordinator  | \$41.80              | \$43.47              | \$45.21              |
| Cutter, Tailor, Key Breakdown, Draper  | \$38.56              | \$40.10              | \$41.70              |
| Truck Costumer, First Hand, Performer's Costumer, Buyer, Costume Craftsperson, Dyer, Background Supervisor, Milliner, Breakdown Artist, Senior Stitcher, Painter | \$37.51              | \$39.01              | \$40.57              |
| Stitcher   | \$34.75              | \$36.14              | \$37.58              |
| Costumer   | \$32.76              | \$34.07              | \$35.43              |
| <b>CRAFT SERVICES</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Head of Craft Service  | \$43.15              | \$44.88              | \$46.67              |
| First Assistant Craft Service  | \$37.82              | \$39.33              | \$40.90              |
| Craft Service Assistant  | \$34.74              | \$36.13              | \$37.57              |
| <b>EDITORS (based on 10 hour days)</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Supervising Editor, Supervising Sound Editor   | \$4,066.42           | \$4,229.08           | \$4,398.24           |
| Editor   | \$3,691.75           | \$3,839.42           | \$3,993.00           |
| Dialogue Editor, Music Editor, Sound Effects Editor  | \$62.97              | \$65.49              | \$68.11              |
| Conformer  | Negotiable           | Negotiable           | Negotiable           |
| First Assistant Editor, Assistant Dialogue Editor, Assistant Sound Effects Editor  | \$2,132.15           | \$2,217.44           | \$2,306.14           |
| Second Assistant Editor  | \$1,854.66           | \$1,928.85           | \$2,006.00           |
| <b>FIRST AID</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Advanced Care Paramedic (ACP)  | \$49.62              | \$51.60              | \$53.66              |
| Primary Care Paramedic (PCP)   | \$43.41              | \$45.15              | \$46.96              |
| Advanced First Aid Attendant   | \$36.72              | \$38.19              | \$39.72              |
| <b>GREENS</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Head Greens Person   | \$43.15              | \$44.88              | \$46.67              |
| Best Person, Lead Person, Certified Equipment Operator***  | \$37.82              | \$39.33              | \$40.90              |
| Greens Person  | \$34.74              | \$36.13              | \$37.57              |

| <b>GRIPS</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
|--|----------------------|----------------------|----------------------|
| Key Grip   | \$43.15              | \$44.88              | \$46.67              |
| Key Rigging Grip   | \$39.83              | \$41.42              | \$43.08              |
| Gimbal Operator (i.e., MOVI, Ronin, etc.)*   | \$55.97              | \$58.21              | \$60.54              |
| Best Person  | \$38.63              | \$40.17              | \$41.78              |
| Dolly Operator   | \$38.63              | \$40.17              | \$41.78              |
| Lead   | \$37.82              | \$39.33              | \$40.90              |
| Certified Equipment Operator***  | \$37.82              | \$39.33              | \$40.90              |
| Grip Crew  | \$34.74              | \$36.13              | \$37.57              |
| Special Equipment Operator   | Negotiable           | Negotiable           | Negotiable           |
| <b>HAIR</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Head of Department   | \$43.15              | \$44.88              | \$46.67              |
| Assistant Head of Department   | \$43.15              | \$44.88              | \$46.67              |
| Key Hairstylist  | \$37.82              | \$39.33              | \$40.90              |
| Hairstylist  | \$34.74              | \$36.13              | \$37.57              |
| Additional Hairstylist   | \$30.01              | \$31.21              | \$32.46              |
| <b>HIGH RIGGER</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| High Rigger  | \$41.86              | \$43.53              | \$45.27              |
| <b>LIGHTING /ELECTRICS</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Chief Lighting Technician / Gaffer   | \$43.15              | \$44.88              | \$46.67              |
| Rigging Gaffer   | \$39.83              | \$41.42              | \$43.08              |
| Best Person  | \$38.63              | \$40.17              | \$41.78              |
| Certified Equipment Operator***,<br>Generator Operator, Lead, Lighting<br>Console Operator, Set Wireperson | \$37.82              | \$39.33              | \$40.90              |
| Lighting Technician/Lamp Operator  | \$34.74              | \$36.13              | \$37.57              |
| Lighting Programmer  | Negotiable           | Negotiable           | Negotiable           |
| Special Equipment Operator   | Negotiable           | Negotiable           | Negotiable           |



| <b>MAKE-UP</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
|---|----------------------|----------------------|----------------------|
| Head of Department  | \$43.15              | \$44.88              | \$46.67              |
| Assistant Head of Department, Prosthetic Make-up Effects Artist     | \$43.15              | \$44.88              | \$46.67              |
| Key Make-up Artist  | \$37.82              | \$39.33              | \$40.90              |
| Make-up Artist  | \$34.74              | \$36.13              | \$37.57              |
| Assistant Make-up Artist  | \$30.01              | \$31.21              | \$32.46              |
| Animal Make-up Artist   | \$37.51              | \$39.01              | \$40.57              |
| <b>PAINTING</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Paint Coordinator   | \$45.62              | \$47.44              | \$49.34              |
| Paint Foreman   | \$43.15              | \$44.88              | \$46.67              |
| Lead Painter, Sign Painter, Scenic Artist                           | \$41.12              | \$42.76              | \$44.47              |
| On-Set Standby Painter, Plasterer, Scenic Painter, Wallpaper Hanger | \$38.12              | \$39.64              | \$41.22              |
| Certified Equipment Operator***                                     | \$37.82              | \$39.33              | \$40.90              |
| Painter   | \$36.09              | \$37.53              | \$39.03              |
| <b>PROPS</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Property Master   | \$43.15              | \$44.88              | \$46.67              |
| Assistant Property Master, Props Builder, Props Buyer               | \$37.82              | \$39.33              | \$40.90              |
| Props Assistant   | \$34.74              | \$36.13              | \$37.57              |
| 2 <sup>nd</sup> Props Assistant                                     | \$29.14              | \$30.30              | \$31.51              |
| Armourer  | Negotiable           | Negotiable           | Negotiable           |
| <b>SCRIPT COORDINATORS</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Script Coordinator  | \$2,077.48           | \$2,160.58           | \$2,247.00           |
| Assistant Script Coordinator  | \$1,661.60           | \$1,728.06           | \$1,797.18           |
| <b>SCRIPT SUPERVISORS</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Script Supervisor   | \$44.39              | \$46.16              | \$48.01              |
| Assistant Script Supervisor   | \$35.42              | \$36.84              | \$38.31              |

| <b>SCULPTING</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
|---|----------------------|----------------------|----------------------|
| Sculpting Coordinator   | Negotiable           | Negotiable           | Negotiable           |
| Lead Sculptor   | \$43.15              | \$44.88              | \$46.67              |
| Sculptor  | \$41.12              | \$42.76              | \$44.47              |
| First Assistant Sculptor  | \$36.09              | \$37.53              | \$39.03              |
| Second Assistant Sculptor   | \$30.01              | \$31.21              | \$32.46              |
| <b>SECURITY/WATCHMAN</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Security Coordinator  | \$43.15              | \$44.88              | \$46.67              |
| Security Captain (when necessary)                                   | \$37.82              | \$39.33              | \$40.90              |
| Security Watchperson  | \$30.01              | \$31.21              | \$32.46              |
| <b>SET DECORATING</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Set Decorator   | \$43.15              | \$44.88              | \$46.67              |
| Assistant Set Decorator   | \$37.92              | \$39.44              | \$41.02              |
| Set Decorator Coordinator, Certified Equipment Operator             | \$37.82              | \$39.33              | \$40.90              |
| Lead Dresser, On-Set Dresser, Set Buyer, Warehouse Supervisor       | \$37.45              | \$38.95              | \$40.51              |
| Draper, Set Dresser, Upholster                                      | \$34.74              | \$36.13              | \$37.57              |
| <b>SOUND</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Mixer (Production & Dubbing)  | \$55.20              | \$57.41              | \$59.71              |
| Boom Operator   | \$46.31              | \$48.16              | \$50.09              |
| Utility Sound Technician  | \$35.41              | \$36.83              | \$38.30              |
| <b>SPECIAL EFFECTS</b>  | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Special Effects Coordinator, Special Effects Supervisor             | \$47.71              | \$49.62              | \$51.60              |
| First Assistant Special Effects                                     | \$43.41              | \$45.15              | \$46.96              |
| Buyer, Second Assistant Special Effects, Special Effects Fabricator | \$38.19              | \$39.72              | \$41.31              |
| <b>TUTORS</b>   | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
| Tutor   | \$58.74              | \$61.09              | \$63.53              |
| Interpreters/Translators  | Negotiable           | Negotiable           | Negotiable           |

| <b><u>ADDITIONAL CLASSIFICATIONS</u></b> | <b>March 4, 2024</b> | <b>March 1, 2025</b> | <b>March 1, 2026</b> |
|--|----------------------|----------------------|----------------------|
| Trainee                                  | \$23.19              | \$24.12              | \$25.08              |
| Labourer**                               | 30.01                | \$31.21              | \$32.46              |

\*Individuals employed within the classifications provided under the Accounting and Art departments as well as the Gimbal Operator are covered by this Agreement unless otherwise represented by another trade union or guild.

\*\* Labourer may be hired in Construction, Greens, Painting and Set Decorating departments.

\*\*\* Examples requiring certification include but are not limited to: articulating and telescopic boom lifts, mobile aerial platforms, scissor lifts, telehandlers and rotational telehandlers and vertical mast lifts.

**HIRED DIRECTLY BY PRODUCTION:** \_\_\_\_\_ IATSE Local Member: **Y** ☐ or **N** ☐ IATSE Local # \_\_\_\_\_  
**NON-212 IATSE Member with approval/Schedule E2 permit on file with the Local 212:** **Y** ☐ or **N** ☐

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## Schedule (E) - Work Permit Form for Non-IATSE member Crew

### WORK PERMIT APPLICATION TO IATSE LOCAL 212 (Does not initiate nor confirm membership status with IATSE Local 212)

I hereby make application for a Work Permit from Local 212 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada. I authorize Local 212 to negotiate, bargain collectively, present and discuss grievances with the Company, as my representative and as my sole and exclusive Collective Bargaining agency. I shall abide by the Constitution, By-Laws, Decisions, Rules, Regulations and Working Conditions of Local 212. I base my application on the following facts that I affirm to be true:

I, \_\_\_\_\_ am applying for a work permit from IATSE Local 212.  
Name

Main residence: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City Province/State Postal/Zip code

**Last 3 digits of** Social Insurance Number \_\_\_\_\_ / **Last 4 digits of** Social Security Number \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

I am by occupation a \_\_\_\_\_ My Union Affiliations are \_\_\_\_\_

I wish to be employed by \_\_\_\_\_

On the production entitled \_\_\_\_\_

I authorize the above-mentioned company to deduct from my wages a working assessment in the amount of 4%, and to remit that amount to IATSE LOCAL 212.

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

IATSE Local 212 hereby confirms that the above named person is permitted to work as follows:

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

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

Local 212 authorized agent: \_\_\_\_\_  
Signature Title

Approved by: \_\_\_\_\_  
Production Representative Title

## Schedule (E2) - Work Permit Out of Jurisdiction

### Work Permit Form for Out of 212 Jurisdiction-IATSE member Crew

(Does not initiate nor confirm membership status with IATSE Local 212)

I hereby make application for a Work Permit from Local 212 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada. I authorize Local 212 to negotiate, bargain collectively, present and discuss grievances with the Company, as my representative and as my sole and exclusive Collective Bargaining agent. I shall abide by the Constitution, By-Laws, Decisions, Rules, Regulations and Working Conditions of Local 212. I base my application on the following facts that I affirm to be true:

I, \_\_\_\_\_ am applying for a work permit from IATSE Local 212.

Name

Main residence: \_\_\_\_\_

Street Address

\_\_\_\_\_

City

Province/State

Postal/Zip code

**Last 3 digits of** Social Insurance Number \_\_\_\_\_ / **Last 4 digits of** Social Security Number \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

I am by occupation a \_\_\_\_\_ My Union Affiliations are \_\_\_\_\_

I wish to be employed by \_\_\_\_\_

On the production entitled \_\_\_\_\_

I authorize the above-mentioned company to deduct from my wages a working assessment in the amount of 2%, and to remit that amount to IATSE LOCAL 212.

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

IATSE Local 212 hereby confirms that the above named person is permitted to work as follows:

\_\_\_\_\_

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

Local 212 authorized agent: \_\_\_\_\_

Signature

Title

Approved by: \_\_\_\_\_

Production Representative

Title

## Schedule (F) - Extended Workdays

### Guidelines Regarding Extended Workdays

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

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

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

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

CAA warns that drivers experiencing any of these danger signs could fall asleep at any time. CAA recommends three basic solutions: **sleep, exercise, and caffeine**. CAA urges drivers who are too drowsy to drive safely to pull off the road to a safe area, lock the doors and take a nap – even twenty minutes will help. Upon waking, the driver should get some exercise and consume caffeine for an extra boost.
- (2) Employees who believe that they are too tired to drive safely should notify an authorized representative of the Producer before leaving the set. In that event, the Producer will endeavour to find alternative means of transportation or provide a rest area or hotel room. Such request may be made without any fear of reprisal and will not affect any future employment opportunities.
- (3) When the Production Company anticipates an extended workday, the Employees should be encouraged to carpool.
- (4) When an extended workday is necessary, appropriate beverages and easily metabolized foods should be available.

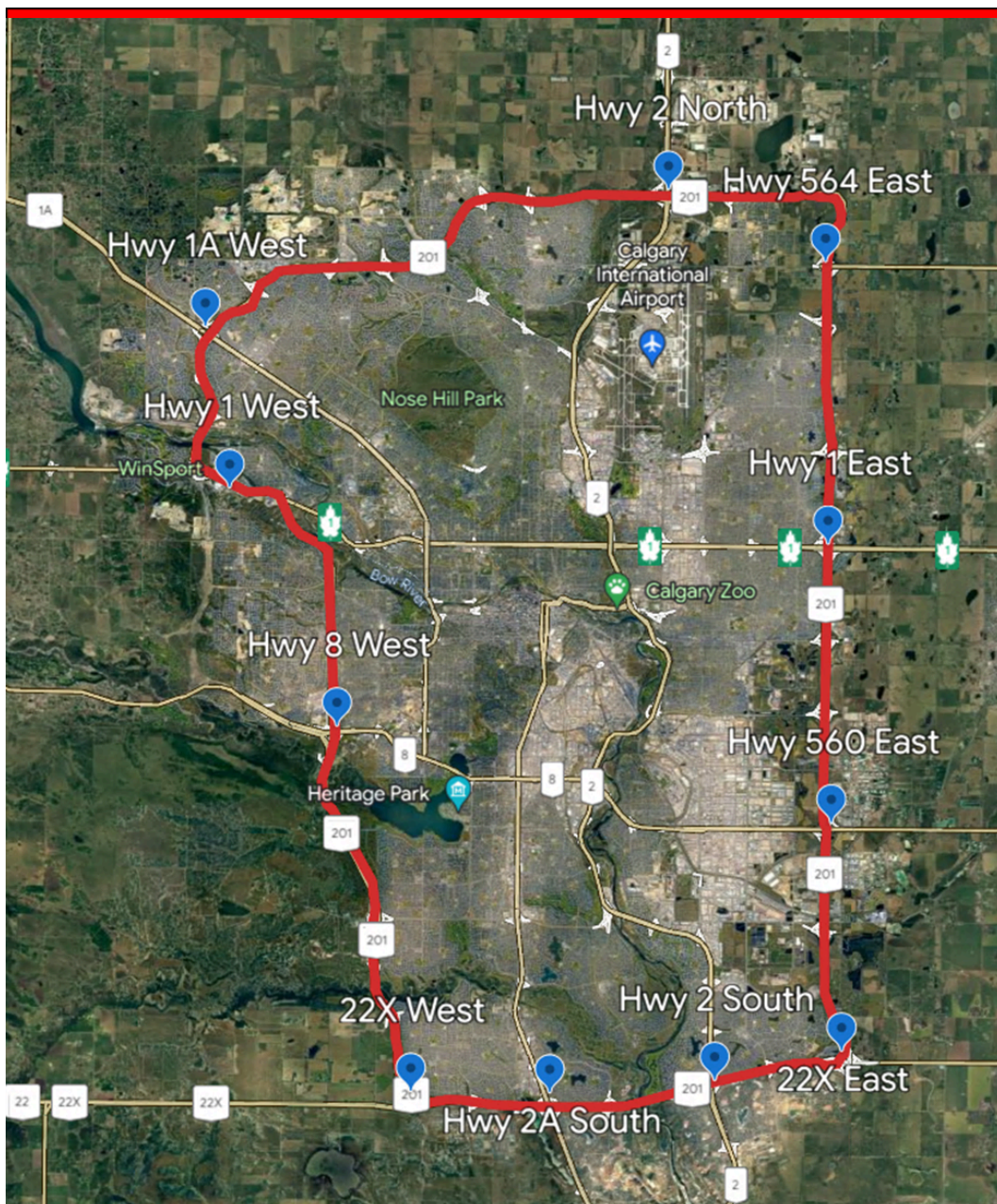
## Schedule (G) - Calgary Zone

### CALGARY Zone illustration

To establish travel time beyond the *Calgary Zone*, using Google Maps;

- Drop a pin onto the location.
- Drop the next pin onto the nearest exit from Stoney Trail (HWY 201).
- Select the “directions” button for exact travel time.
- If travel time is eighteen (18) minutes or less the location is “in-Zone” and no paid travel is required.

If travel time is greater than eighteen (18) minutes, subtract eighteen (18) minutes of unpaid travel time to determine the paid travel time to location.





## Schedule (H) - Location GPS Coordinates

| IATSE 212 ZONE GPS Locations              |                                   |  |
|---|-----------------------------------|--|
| <a href="#">Link to Map (Google Maps)</a> |                                   |  |
|   | Location                          | GPS                                    |
| A   | Trans Canada West Zone Marker     | <a href="#">51.0885807, -114.23249</a> |
| B   | Crowchild NW Zone Marker          | <a href="#">51.1313231, -114.22749</a> |
| C   | Country Hills Blvd Zone Marker    | <a href="#">51.1446924, -114.20347</a> |
| D   | Sarcee Trail Zone Marker          | <a href="#">51.1519308, -114.16539</a> |
| E   | Shaganappi Trail Zone Marker      | <a href="#">51.1523615, -114.14057</a> |
| F   | Simons Valley Zone Marker         | <a href="#">51.1568735, -114.11601</a> |
| G   | Centre Street N Zone Marker       | <a href="#">51.1734744, -114.06882</a> |
| H   | Deerfoot Trail North Zone Marker  | <a href="#">51.1757983, -114.00072</a> |
| I   | Metis Trail NE Zone Marker        | <a href="#">51.1756394, -113.96940</a> |
| J   | Country Hills Blvd NE Zone Marker | <a href="#">51.1544039, -113.92128</a> |
| K   | McKnight Blvd NE Zone Marker      | <a href="#">51.0967274, -113.91853</a> |
| L   | 16th Ave NE Zone Marker           | <a href="#">51.0667042, -113.92049</a> |
| M   | 17th Ave SE Zone Marker           | <a href="#">51.0376575, -113.92130</a> |
| N   | Peigan Trail Zone Marker          | <a href="#">51.0154886, -113.92130</a> |
| O   | Glenmore Trail SE Zone Marker     | <a href="#">50.9794779, -113.92028</a> |
| P   | 114th Ave SE                      | <a href="#">50.9474911, -113.92049</a> |
| Q   | Hwy 22x East Zone Marker          | <a href="#">50.9066981, -113.90714</a> |
| R   | Deerfoot Trail South Zone Marker  | <a href="#">50.9000692, -113.97545</a> |
| S   | Macleod Trail SE Zone Marker      | <a href="#">50.8927914, -114.05482</a> |
| T   | Hwy 22x West Zone Marker          | <a href="#">50.8916646, -114.12670</a> |
| U   | Hwy 8 West Zone Marker            | <a href="#">51.0211856, -114.23252</a> |
| V   | 17th Ave SW Zone Marker           | <a href="#">51.039053, -114.23270</a>  |
| W   | Bow Trail SW Zone Marker          | <a href="#">51.0527053, -114.22666</a> |
| X   | Old Banff Coach Road Zone Marker  | <a href="#">51.0670278, -114.22561</a> |

## Schedule (I) - Location Travel Times

### Location Travel Times

The following travel times are agreed to by IATSE 212 and IATSE 669.

Any modifications will require "favoured nations" compliance

| Location                         | Out of Zone                 | Comments                              |
|----------------------------------|-----------------------------|---------------------------------------|
| Airdrie                          |                             | In the <i>Calgary Zone</i>            |
| Albertina Farms                  |                             | In the <i>Calgary Zone</i> *          |
| Banff Town Site                  | 48 min                      |                                       |
| Black Diamond                    | 12 min                      |                                       |
| Bow Valley Ranch                 |                             | In the <i>Calgary Zone</i>            |
| Brooks                           | 96 min                      |                                       |
| Canmore                          | 36 min                      |                                       |
| CL Ranch                         |                             | In the <i>Calgary Zone</i> *          |
| Drumheller                       | 54 min                      |                                       |
| Fortress Ski Lodge (parking lot) | 54 min                      |                                       |
| Goodstoney Arena (Morley)        | 18 min                      |                                       |
| High River (North or South)      | 6 <b>N</b> -12 <b>S</b> min | <b>NOT</b> in the <i>Calgary Zone</i> |
| Kananaskis Lodge                 | 36 min                      |                                       |
| Lake Louise                      | 84 min                      |                                       |
| Longview                         | 24 min                      |                                       |
| Millarville                      |                             | In the <i>Calgary Zone</i>            |
| Nakoda Lodge site                | 24 min                      |                                       |
| Kananaskis Backlot (North of 60) | 6 min                       | <b>NOT</b> in the <i>Calgary Zone</i> |
| Okotoks                          |                             | In the <i>Calgary Zone</i>            |
| Turner Valley                    | 12 min                      |                                       |

\*Only one location will be in the Calgary zone when crew is required to work at both locations on the same day.

These calculations were made using the most efficient route, observing posted speed limits and under good travel conditions. Poor travel conditions, road construction, excessive traffic, or detours may increase travel times and require increased compensation. Travel times shown for municipalities utilize the town center as a reference point. Travel time to actual filming locations in and around the municipality may differ.

## **Schedule (J) - Free Flow Calgary/Edmonton**

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

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

## SIDELETTER 1 - VFX EMPLOYEES

The Company agrees to be bound to the terms and conditions of this Sideletter and to also voluntarily recognize IATSE Local 212's representation of certain visual and computer generated imagery and effects employees (VFX employees) for a specific production.

The VFX employees, set out below, may be employed directly by the production upon the following terms and conditions. This Agreement is not to be used to prohibit or inhibit the historical rights and practices of producers to have VFX work performed by third parties and employees, including those from other jurisdictions, without regard to union status or union affiliations. The parties agree that:

1. The Employer shall have the unrestricted right to subcontract any or all VFX work of a production without restriction as to union status, membership, or affiliation.
2. The practice of hiring contractors or employees who are not subject to this Sideletter from other jurisdictions including the United States is confirmed and may be continued without objection from the Union.
3. Where the Employer hires an employee under this Agreement in a VFX classification, such employee shall be or become a member of IATSE Local 212 or a permittee. Rates are negotiable and apply for up to a 12 hour work day.

| Minimum Rates / 2024 - 2026 |               |               |               |
|-----------------------------|---------------|---------------|---------------|
|                             | March 4, 2024 | March 1, 2025 | March 1, 2026 |
| <b>VFX Artists</b>          | Negotiable    | Negotiable    | Negotiable    |
| <b>VFX Technicians</b>      | Negotiable    | Negotiable    | Negotiable    |

4. Such employees may be employed on a daily basis at 1/5 of the weekly rate.
5. Overtime shall be paid at a rate of two times the employee's hourly rate for all hours worked after 12 hours and one and one-half times the employee's hourly rate for all hours worked on the sixth day of a workweek and two times the employee's hourly rate for all hours worked on the seventh day of the workweek.
6. The work duties of the covered classifications shall be generally described as creating computer generated VFX where such employees will perform interchangeable work, depending on skill set and supervision required. Skill levels will be set in accordance with the training and experience of the individual employees. It is understood that staffing and skill level shall be determined by the Employer.

7. Employees in the position of VFX Artists will have an artistic and creative component to their work. Examples of this include modelers, composers and character animators.
8. Employees in the position of VFX Technicians will exercise mainly technical skills. Examples of this include matte painters, junior composers, and data wranglers.
9. Employees who are not working with a shooting unit will be responsible for scheduling their own meal periods of no less than thirty (30) minutes and no more than one hour in length and shall not incur meal penalties. On a day in which an employee is assigned only to a shooting unit, the employee shall be subject to the same meal provisions as other IATSE Local 212 covered employees.