



## **NABET 700 CÉP**

**WORKING IN COLLECTIVE AGREEMENT WITH**



### **CFTPA**

*Representing television, film  
and interactive production in Canada*

### **ACPFT**

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

2006-2008 **2010 - 2012**

## COLLECTIVE AGREEMENT

Between:

**NATIONAL ASSOCIATION OF  
BROADCAST EMPLOYEES AND  
TECHNICIANS, ASSOCIATION OF  
FILM CRAFTSMEN, LOCAL 700  
COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
(NABET 700 CEP)**

Having its office within the Province of Ontario at:

**100 Lombard St., Suite 203  
Toronto Ontario M5C 1M3**

(Hereinafter referred to as the "Union")

And:

**CANADIAN FILM AND TELEVISION PRODUCTION ASSOCIATION**

Having its office within the Province of Ontario at:

**160 John St., 5th Floor  
Toronto, ~~ON~~ Ontario M5V 2E5**

(Hereinafter referred to as the "CFTPA")

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## ARTICLE 1 RECOGNITION

- 1.1 (a) THE CANADIAN FILM AND TELEVISION PRODUCTION ASSOCIATION hereinafter referred to as "CFTPA", agrees to recognize THE NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS – ASSOCIATION OF FILM CRAFTSMEN, LOCAL 700, COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA, (NABET, LOCAL 700 CEP) hereinafter referred to as "The Union", as the sole and exclusive bargaining agent on a project by project basis as per Appendix A for all Technicians engaged by a Motion Picture or Television production, in the Province of Ontario, working under the terms and conditions of this Agreement, and who work in the classifications listed in Schedule 2. There shall be no sub-contracting or transfer of work from the Union jurisdiction.
- (b) For greater clarity, the CFTPA is a trade association of film, television and interactive media Producers. Wherever this Agreement refers to CFTPA members or Producers they are one and the same. Wherever this agreement refers to the CFTPA or the Association they are one and the same.
- (c) The CFTPA and the Union recognize that any Producer may voluntarily adhere to this Agreement on a non-precedential, project by project basis. Producers who choose to voluntarily adhere to this Agreement will not be prejudiced in any way with respect to any future project or in any legal proceeding before the Ontario Labour Relations Board other than those relevant to such voluntary adherence.
- 1.2 The Union will supply the CFTPA and any of its members signatory to this Agreement with a current list of Union members. Signatory Producers will give Union members first opportunity of engagement before calling for other Technicians, provided such member can perform the duties required and are available for the complete time required. Prior to engaging a non-member Technician the Producer agrees to adhere to the procedures as outlined in Article 1.4 herein.
- 1.3 Should the Union be unable to supply the Producer with personnel in any specific instance as required in Article 1.2, the Producer shall be at liberty to make such arrangements, for that specific instance, as it deems necessary subject to procedures as outlined in Article 1.4 herein. However, all persons engaged by the Producer shall be covered by all provisions of this Agreement and accordingly shall be required to pay the Union dues/permit fees as prescribed in Article 3.1.
- 1.4 When the Union is unable to provide a qualified Technician for a specific position, prior to engaging a non-member, whether locally or from out of Province/Country, the Producer will submit to the Union in writing a permit request in the form of Appendix E attached. The Union will be allowed a minimum of forty-eight (48) hours in which to verify no qualified member is available for such position. Should an accredited Union member be available, the Producer must justify to the Union's satisfaction that such person is not appropriate for the job.
- 1.5 The Producer will provide the Union with a list of all Technicians engaged on a production on a weekly basis.
- 1.6 The CFTPA and the Union agree to negotiate for rates of pay with respect to any new Technician whose classification(s) and rate(s) of pay are not already defined under the terms of this Agreement.
- 1.7 The Union shall not enter into separate negotiations or collective agreements with any member Producer.
- 1.8 ~~Except by prior agreement with the CFTPA, the Union shall not enter into any Agreement with any Producer at rates and terms which are more favourable to such Producer than those set forth in this Agreement. The parties may negotiate alternate terms and conditions for those productions which are below the Tier E threshold, as outlined in Schedule 1. Any such alternate terms and~~

~~conditions must be approved by the CFTPA before such alternate terms and conditions have any force or effect. Such approval shall not be unreasonably denied by the CFTPA and shall be dealt with expeditiously.~~ **Notwithstanding the requirements of Article 1.7 above, the Union may, on a project-by-project basis, amend the terms and conditions of this Collective Agreement with any Producer including multi-production arrangements provided that the CFTPA is notified of any arrangements immediately upon completion of such.**

- 1.9 Except by prior agreement with the Union, the CFTPA shall not enter into any agreement with any technical union on aggregate terms which are more favorable than those set out in this Agreement.
- 1.10 The signatory Producer may request certain modifications to the terms and conditions contained in this Agreement that are specific to the production. Any request(s) must be in writing and submitted to the Union prior to the commencement of principal photography. The Union agrees to consider the request(s) for modifications and will make reasonable efforts to respond to the Producer within three (3) business days of receipt of the request(s). Any such agreement shall be by Letter of Understanding with a copy to the Producer and the CFTPA and may be for one (1) production, for a type of production or for a specific period of time.
- 1.11 Where the Union or the CFTPA wishes to enter into negotiations to modify this Agreement with respect to alternate production centres, the parties will meet to negotiate and bargain, in good faith, modification to this Agreement applicable to such locations.

## **ARTICLE 2 PRODUCER RIGHTS**

- 2.1 Except to the extent specifically modified by this Agreement, all rights of management are reserved by the Producer. The rights reserved to the Producer herein are subject to the provisions of this Agreement and shall be exercised in a manner consistent with them. The Producer shall exercise its rights in a manner that is correct, fair and reasonable. Without limitation, the Producer's rights shall include:
- (a) the right to maintain efficiency and order, and to discipline and discharge Technicians in accordance with this Agreement; and
  - (b) the right to select, engage, classify and lay-off Technicians; the right to establish the methods and means of production, including determining qualification of Technicians, the hours and dates the Technicians are required; and the location and standards of performance; methods used to ensure security of the Producer's property; however, the Producer shall not demote Technicians as a disciplinary measure nor require any Technician to retire on the grounds of age.

The Producer has the right to make and publish rules that are reasonable provided they are not inconsistent with this Agreement or any laws of any jurisdiction in which work is done under this Agreement. Any Producer's rules that are not included in the deal memo will be provided to the Union.

## **ARTICLE 3 UNION RIGHTS**

- 3.1 **DUES CHECK-OFF**
- (a) The Producer shall deduct working dues, as levied by the Union, from the pay of all Technicians engaged by the Producer, who are members of the Union. The current working dues for such Technicians is equal to two percent (2%) of gross earnings (including vacation pay) to a maximum of five hundred dollars (\$500.00) per calendar year.

- (b) The Producer shall deduct union dues and/or permit fees, as levied by the Union, from the pay of all Technicians engaged by the Producer, who are not on the list of Union members as published by the Union. The current dues/permit fees, for such Technician is equal to seven percent (7%) of gross earnings (including vacation pay).
- (c) The Producer will remit the monies so deducted, as outlined in **Article 3.1(a)** and **(b)** above, to the Union within seven (7) days following the earning of such monies. When remitting such dues the Producer shall name the Technicians from whom such deductions have been made and indicate the respective amounts deducted. Said deductions shall be sent to the Local Union office in Toronto, Ontario.

### 3.2 SECURITY AGAINST WAGES (BOND)

- (a) As security against wages, permit fees and/or any other financial liabilities, the Producer shall provide the Union with an amount not less than twenty-five thousand dollars (\$25,000.00) and not more than the approximate equivalent of two (2) weeks payroll for all Technicians engaged within the categories listed in Schedule 2 herein. The Union shall hold such monies in a financially responsible manner. Such guarantee shall remain in place until the Producer or any subsidiaries of the Producer have fulfilled all financial liabilities to the Union and its members. Such guarantee must be posted with the Union not later than three (3) calendar weeks prior to commencement of principal photography of any production operating according to the terms and conditions of this agreement. The Union shall return such guarantee or any unclaimed portion thereof, within thirty (30) days of the Union receiving and satisfying itself that the Producer has met all financial obligations as above.
- (b) Notwithstanding Article 3.2 (a) above, as security against wages, permit fees and/or any other financial liabilities, Producers listed in Appendix B may provide the Union with either of the following:
  - i) a corporate letter of guarantee in the form provided in Appendix C on a production by production basis, or;
  - ii) a cash bond of fifteen thousand dollars (\$15,000.00) on a production by production basis, or;
  - iii) a floating cash bond of twenty thousand dollars (\$20,000.00) with interest flowing back to the Producer.

Upon thirty (30) days written notice to a specific Producer and the CFTPA, with reason given the Union may at its discretion remove such Producer from Appendix B. Throughout the life of this agreement the CFTPA and the Union may agree to add Producers to Appendix B. Where applicable, the Union shall return such guarantee or any unclaimed portion thereof, within thirty (30) days of the Union receiving and satisfying itself that the Producer has met all financial obligations as above. In the case of a dispute as to payment, the Union may retain the equivalent of the amount in the dispute until the matter is resolved.

- 3.3 It shall not be considered a breach of this Agreement for the Union to withhold services of Technicians in those circumstances where the security outlined in Article 3.2 (a) or (b) has not been provided by a Producer prior to the first day of principal photography.

### 3.4 UNION REPRESENTATION

The crew or the Union will designate crew representatives on each specific production. **The crew representative who has completed the Union's Crew Rep Training Program, or who has enrolled in such program, shall receive an additional one dollar (\$1.00) per hour.**

- 3.5 The department head engaged by the Producer shall report any problem that arises while on the job involving clarification or application of the provisions of this Agreement to the crew

representative who shall discuss the problem with the Producer's representative, and advise the Union in a timely manner.

- 3.6 If a mutually satisfactory solution is not reached on the day that a problem arises, then the Producer's representative, and/or the crew representative or his/her designee shall contact the Union's local office for further discussion as outlined in the grievance procedure in Article 6.

3.7 **UNION ACCESS TO PREMISES**

The Producer shall permit authorized Union representatives access to all working areas of the Producer's operations which are within the jurisdiction of the Union. Such access will not delay or disrupt production.

**ARTICLE 4  
NON-DISCRIMINATION**

- 4.1 The Producer will not discriminate against any Technicians for anything said, written or done in furtherance of the policies and aims of the Union provided that such communication does not constitute insubordination. Neither the Union nor the Producer will discriminate against any technician because of race, ancestry, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.
- 4.2 The Producer shall maintain a working environment which is free from sexual, racial and personal harassment.

**ARTICLE 5  
NO STRIKE**

- 5.1 There shall be no strikes or lockouts during the term of this Agreement.

**ARTICLE 6  
GRIEVANCE PROCEDURE**

- 6.1 The Union acknowledges the principle of "work now and grieve later" and as such the existence of a grievance or dispute will not disrupt production.
- 6.2 In the event that any grievance or dispute should arise between the CFTPA and the Union, or between the Producer and the Union or between the Producer and any Technician under this Agreement, concerning the interpretation or violation of this Agreement, it shall be considered a grievance and shall be settled in accordance with the following procedures. **The grieving party shall have thirty (30) days from the date on which the party becomes aware, or ought to have become aware, of the act or omission giving rise to the dispute to initiate a grievance. In order to be deemed a grievance, the dispute must be submitted in writing to the other parties within the allotted thirty (30) day time period.**

~~Step 1:~~ **6.3** The grievance shall be discussed by a representative of the Producer, **or the Producer's duly authorized representative,** or the CFTPA and a representative of the Union within five (5) working days after the grievance has been brought to the attention of the Producer. When any Technician is called upon to attend a meeting endeavoring to settle such dispute or disagreement, it is understood that during this period he/she will not suffer the loss of his/her normal wage.

~~Step 2:~~ **6.4** In the event that the representative of the Producer or the CFTPA and the Union cannot reach an agreement, the dispute may, by written notice of any party to the other party, be submitted to final and binding arbitration. Such notice must be made within ten (10) days (or

in the case of payroll disputes within ninety (90) days of the facts giving rise to the dispute coming to the attention of the aggrieved party, or the matter shall be considered resolved. The parties, who shall include the CFTPA, the Producer and the Union, shall within ten (10) days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these ten (10) days, the Provincial Minister of Labour shall be requested to appoint the arbitrator.

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

~~6.3 The grieving party shall have thirty (30) days from the date on which the party becomes aware, or ought to have become aware, of the act or omission giving rise to the dispute to initiate a grievance.~~

6.4 The final written decision or award of the arbitrator shall be made as soon as practicable after submission of the grievance or dispute to him/her. The parties agree that such final decision or award shall be binding on each of the parties to this Agreement, and they will comply within five (5) days of the arbitration award subject to such decisions, rules or regulations as any Provincial agency having jurisdiction may impose. Each party hereto will bear its own expense in carrying out the provisions of this Article and the aggrieved parties will share equally in the expenses of the third party arbitrator.

6.5 In no event shall the arbitrator modify or amend any provision of this Agreement. In determining any grievance arising out of discharge or other discipline, the arbitrator may dispose of the claim by affirming the Producer's actions and dismissing the grievance or by setting aside the disciplinary action involved with or without compensation and such other manner as may in the opinion of the arbitrator be justified.

~~6.6~~ **6.5** If either the Union or CFTPA considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other party, the matter will be put in the form of a policy grievance and discussed between representatives of the CFTPA and the Union. If not satisfactorily settled within thirty (30) days of the matter first coming to the attention of the aggrieved party, either party may refer the matter to arbitration as a policy grievance in accordance with ~~Step 2 of Article 6.4~~ **6.2**. A matter not referred to arbitration in this time shall be considered resolved.

6.7 **6.6** Any time limits prescribed in this article may be extended by mutual agreement of the parties to the grievance.

## ARTICLE 7 DISMISSALS

7.1 The Producer shall have the right to terminate a Technician's engagement for just and sufficient cause, provided that he/she shall be replaced by another qualified Union member. The Union shall be given notice promptly in writing of such action and the reason(s) for such action. If the Union believes such action to be unjustified the matter shall be considered a grievance and shall be handled as per Article 6. In no event shall any such action result in shortening the total crew manpower. The parties agree that the principles of progressive discipline shall be utilized when appropriate.

7.2 The Producer, when requested by the Union, shall be required to state their various reasons in writing when refusing to utilize the services of an available Technician who is qualified in the requested category.

7.3 Any Technician engaged on a weekly basis, shall provide the Producer with at least one (1) week's written notice prior to terminating his/her engagement. Similarly, any Technician engaged



on a weekly basis shall receive at least one (1) weeks written notice, **not including an unpaid hiatus period**, or one (1) weeks pay in lieu of notice, should such engagement be terminated, without just cause, prior to the agreed terminal date. Any Technician engaged on a weekly basis who has been engaged on a production in excess of sixty (60) days shall provide the Producer with at least two (2) weeks written notice prior to terminating the engagement. A Producer may terminate a Technician engaged on a weekly basis who has been engaged in a production in excess of sixty (60) days by providing at least two (2) weeks notice, **not including an unpaid hiatus period**, or two (2) weeks pay in lieu of notice should such engagement be terminated, without just cause, prior to the agreed terminal date.

- 7.4 Technicians who, without cause, leave a production without providing the required notice will be subject to discipline. Any grievance resulting from the violation of this article shall result in the Union referring the matter directly to its disciplinary process as outlined in the Union's constitution.
- 7.5 If the making of a program is prevented or interrupted by reason of a labour dispute, then the Producer may either cancel work on the program or make suitable arrangement with Union members and the Union to allow for the completion of the program. If the program is canceled, then the Producer shall pay to the Union all remittances and to each Union member all gross remuneration and expenses outstanding to the date of cancellation.

#### 7.6 **FORCE MAJEURE**

- (a) If a production is prevented or interrupted by reason of:
- (i) natural causes, such as acts of God, fire earthquake, hurricane, and floods; or
  - (ii) emergency governmental regulation or order; or
  - (iii) riot, war or such other cause beyond the reasonable control of the Producer,
- the minimum guarantee provided for that current week shall be reduced to the extent necessitated by such contingency.
- (b) In such circumstances, the Producer shall furnish a statement in writing to the Union as to the reason for the force majeure. If the Union believes the force majeure declaration to be unjust or unreasonable, it may file a grievance with respect to the declaration under the grievance procedure in Article 6 of this Agreement.

## **ARTICLE 8 EMPLOYMENT CONDITIONS**

- 8.1 The number of Technicians engaged on a production or in a classification wherein the Union has jurisdiction, shall be commensurate with the character of the work to be done, with the shooting schedule and with the type and amount of equipment engaged (as per industry standards).
- 8.2 The department heads engaged by the Producer will be responsible for the proper functioning of all classifications within their respective department.
- 8.3 The respective department heads engaged by the Producer shall be responsible for setting up and wrapping materials and equipment used by their department, the striking and removal of sets and construction and the disposal of all set pieces/wardrobe through set sales which occur within two (2) weeks of the conclusion of principal photography. The department heads, in turn, are responsible to the production manager.
- 8.4 (a) The Producer shall not require a prospective Technician to perform any work as a prior condition to his/her engagement or to furnish his/her own equipment, material and/ or working space. However, a Technician may furnish equipment, materials and/ or working space

- provided that he/she is remunerated for these services at a negotiated rental rate. This shall not preclude a prospective Technician from demonstrating his/her ability or equipment.
- (b) When a Technician provides materials and/or tools to the Producer that are used in the execution of their duties, the Producer shall provide the Technician with a kit rental remunerated at a negotiated rate.
  - (c) Notwithstanding the foregoing, it is agreed that equipment rentals, other than kit rentals, made by an individual engaged under this Agreement are matters of contract that fall outside of the scope of this Agreement and, as such are between the individual and the Producer and do not involve either the Union or the Association.
- 8.5 Technicians shall not be required to work more than sixteen (16) hours. **Any Technician operating a motor vehicle shall comply with Ontario Ministry of Transportation requirements.**
- 8.6 There shall be no split shift calls. There shall be no scheduled call back.
- 8.7 On any production that a Technician has incurred both turnaround and excessive overtime he/she shall, upon request, receive a taxi chit.

## ARTICLE 9 LOCATIONS, TRAVEL EXPENSES & TRANSPORTATION

### 9.1 STUDIO ZONE

- (a) The studio zone shall consist of the following boundaries: (See Appendix H)

West: Winston Churchill Blvd. (#19)  
North: Hwy #7 – Major Mackenzie Dr. (#25) – 7<sup>th</sup> Concession Rd.  
East: Lake Ridge Rd. (#23)  
South: The Shoreline,

and shall include the Kleinburg Studios

- (b) When the Producer films on the Toronto Island, call time shall be on set. Transportation back to the Toronto Island Ferry Terminal at the end of the Technician's workday shall be paid as part of the workday, in conjunction with Article 9.8(b). If the Producer provides transportation back to the designated drop off spot, not more than ten (10) minutes after the end of the Technician's workday, wrap shall be on set.
- 9.2 Technicians shall not be credited for time or expenses incurred in reporting to and from work within the boundaries of the studio zone. Technicians shall be credited with all time used thereafter during their workday including travel between studios and/or locations and other assignments in which traveling is authorized.
- 9.3 Travel time payments shall be calculated based on the applicable tier level, as outlined in Schedule 1.

Tier A and Tier B	Travel time shall not exceed two (2) times the basic hourly rate
Tier C and Tier D	Travel time shall not exceed one and one half (1½) times the basic hourly rate
Tier E	Travel time shall not exceed one (1) time the basic hourly rate

9.4 **HAMILTON/WENTWORTH INCENTIVE** (see Appendix I)

In lieu of payments set out in this Article 9, the Technician shall receive a flat fee of **thirty dollars (\$30.00)** ~~twenty-five (\$25.00)~~, which shall not form part of gross earnings for the purpose of calculating fringe benefits. ~~For greater clarity, call and wrap time shall be at set.~~ **For greater clarity, the flat fee of thirty (\$30.00) shall be paid as fifteen dollars (\$15.00) each way, thus a Technician commencing their work day in the Hamilton/Wentworth Incentive Zone but wrapping their day in the studio zone, as defined in Article 9.1, shall be paid fifteen dollars (\$15.00). Additionally, should a Technician be provided with accommodations in the Hamilton/Wentworth Incentive Zone during the work week, said Technician shall receive fifteen dollars (\$15.00) for the outgoing travel and fifteen dollars (\$15.00) when returning to the zone, as defined in Article 9.1.** ~~For greater clarity, call Call and wrap time shall be at set.~~

Good faith consideration shall be given by the Union with respect to extending this same formula where a production has seven (7) or more consecutive shooting days (in the same location) outside the studio zone and where the Producer is able to demonstrate to the Union that it is reasonable in the circumstances and if the consent of the Union is obtained in writing at least five (5) days prior to principal photography.

9.5 The Producer shall reimburse each Technician for all necessary traveling and other expenses when the Producer authorizes such travel in accordance with this Article.

9.6 In the event that a Technician is required to work outside the studio zone, prior to production the Union Business Manager/Business Agent and the Producer will determine whether such work shall operate according to the terms and conditions of Article 9.8 or Article 9.9.

9.7 All travel will be calculated in ten (10) minute increments, including travel to and from lunch.

9.8 **NEARBY LOCATION**

(a) A Nearby Location will be a location that falls within a one (1) hour drive starting from the edge of the studio zone. The actual distance and time to a Nearby Location will be determined in ten (10) minute increments by and between the Union Business Manager/Business Agent and the Producer, **calculated via the most commonly travelled route.** The Producer shall provide the Union with specific information on all locations that are outside of the studio zone no less than three (3) business days prior to the day in which filming will occur.

(b) When working at a Nearby Location, transportation time from the edge of the studio zone to a location and from such location back to the edge of the studio zone will be paid as part of the workday and subject to all premiums, penalties, turnaround and overtime payments, with the exception of Article 9.4, 9.8 (c) and 9.9 (k).

(c) When working at a Nearby Location the Producer shall provide shuttle service between its base of operations or an agreed upon site as determined by the Union business agent and the production manager within the studio zone and the location.

**When working at a Nearby Location and the Producer has provided a shuttle service a Technician utilizing that service at wrap shall be considered off the clock provided that the shuttle departs set no more than sixty (60) minutes after the wrap of said Technician.**

~~(d)~~ When the Producer has provided a shuttle, the Technician shall be picked up and dropped off in a well lit area. Upon request, the Technician shall receive an escort to his/her vehicle.

~~(e)~~**(d)** When any workday at a Nearby Location is fourteen (14) hours in duration or longer not including unpaid meal breaks, upon request by a Technician, the Producer will make reservations for and pay the full cost of single occupancy, first class accommodation

equivalent to CAA or AAA standards, or will make arrangements to have the affected Technician transported back to designated pick up/drop off point.

~~(f)~~**(e)** When working at a Nearby Location and overnight accommodations are not required the provisions of Article 12.6 shall apply.

~~(g)~~**(f)** When working at a Nearby Location and overnight accommodations are required, the Producer shall provide, in advance, each Technician with meal allowances as follows:

- (i) For the first night of accommodations, a dinner allowance as follows, and;
- (ii) For each day after accommodations have been provided, meal allowances as follows;

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00

When the Producer provides a hot meal of equal value, the above corresponding meal allowance(s) shall not be paid. The supplied meals will meet with the approval of the Business Manager/Business Agent who may at anytime request to see receipts to ensure the cost of said meals is equivalent to that of the meal allowances.

~~(h)~~**(g)** When the Producer provides overnight accommodations according to Article 9.8 (d) (e), call and wrap times shall be at set provided that the set location and accommodations are within twenty (20) minutes of each other. Otherwise, call and wrap times shall be at the twenty (20) minute mark from the accommodations to and from the set as agreed upon by and between the Union Business Manager/Business Agent and the Producer.

~~(i)~~**(h)** When overnight accommodations according to Article 9.8 (d) (e) are not required, turnaround shall be eleven (11) hours on each night of work at a Nearby Location. When overnight accommodations are provided, regular turnaround provisions according to Article 14.15 14.10 shall apply.

~~(j)~~**(i)** When overnight accommodations according to Article 9.8 (d) (e) are not required on the last day of the workweek and two days off follow, turnaround will be 48 + 7 hours. In the same circumstance with one day off, turnaround will be 24 + 11 hours. See also Article 14.15 14.10.

## 9.9 DISTANT LOCATION

- (a) A Distant Location is any work location that is situated further than a one (1) hour drive from the edge of the studio zone.
- (b) Technicians on Distant Location assignments shall receive single occupancy, first class accommodation equivalent to CAA or AAA standards at Producer's expense.
- (c) Technicians on Distant Location assignments shall receive a per diem allowance of sixty dollars (\$60.00) to cover the cost of meals and miscellaneous expenses for each twenty-four (24) hour period. The per diem shall be increased to sixty-five dollars (\$65.00) per day when on Distant Location assignments in excess of seven (7) calendar days. When assigned outside of Canada per diems shall be sixty-five dollars (\$65.00) per day paid in U.S.A. funds. Where exceptional conditions require higher per diems than those contained herein, the producer will provide an additional amount based on conditions at the location concerned.
- (d) When the Producer provides a hot meal of equal value to the corresponding meal allowance(s) portion according to Article 9.8 (f) (g), such amount shall be deducted from the Distant Location per diem. Where there exists any concern over the quality/equivalent value of the provided meals, the Producer and the Business Manager/Agent shall meet to affect a solution. If they are unable to resolve the matter then it may be referred to grievance in accordance with Article 6.

- (e) Per Diem allowances shall be in addition to the following allowable expenses:
  - (i) The cost of first class transportation (economy airfare), including sleeping accommodation on a train and when applicable, automobile mileage allowance.
  - (ii) The cost of taxi/ air limousine service between residence and station or airport at point of departure and return; and between station or airport and hotel, at point of destination.
  - (iii) The cost of vehicles for the transport of equipment.
  - (iv) The cost of long distance telephone and/ or facsimile and/or email required for Producer's business.
  - (v) The cost of laundry on distant location assignments in excess of five (5) days.
  - (vi) The cost of the first five (5) minutes of a telephone call to home base on the first day and every five (5) days thereafter.
- (f) An advance to cover the estimated per diem costs and allowable expenses will be given to Technicians before departure.
- (g) All travel time for Distant Location assignments, including transfers, shall be paid as working time and be computed as follows:
  - (i) From the scheduled time of the carrier's departure
  - (ii) From the assigned hour of departure from the edge of the studio zone closest to the location.
  - (iii) From the assigned hour of departure and arrival at the technician's lodging when using overnight accommodation.
- (h) When traveling to a Distant Location, travel time ends upon arrival at the established temporary residence and after all equipment is stored and the Technician is relieved of all duties to the Producer.
- (i) Travel time credits for the return journey under the above conditions will be computed in the same manner.
- (j) When shooting at a Distant Location and accommodation is provided, call and wrap times shall be at set provided that set location and accommodations are within twenty (20) minutes from each other. Otherwise, call and wrap times shall be at the twenty (20) minute mark from the accommodations to and from set as agreed upon by and between the Union Business Manager/Agent and the Producer.
- (k) **TRAVEL DAY**

A travel day for locations outside of the studio zone will be considered part of the regular workweek and paid according to Article 14 of this Agreement. On any day of the workweek (including 6<sup>th</sup>, 7<sup>th</sup> and Holidays) on which a Technician travels only, the Technician shall receive four (4) hours pay at the Technician's regular straight-time rate, or pay for actual time spent traveling, whichever is greater, but in no event more than nine (9) hours pay at straight time, per twenty-four (24) hour period. Travel only days shall not be considered workdays for the purposes of calculating overtime or weekend turnaround provisions. Daily turnaround applies on travel only days, as per Article 14.10 14.15.

## 9.10 **TRANSPORTATION**

Transportation for the purpose of this Agreement shall be defined as the conveying of the Technician(s), their luggage and equipment from one place to another whether by airplane, train, bus, ship or car.

**9.11 TRAVEL INSURANCE**

All transportation shall be first class (economy air), including sleeping accommodation on a train, and all associated costs shall be paid for by the Producer, including the cost of at least a one hundred thousand dollars (\$100,000.00 CDN) travel accident insurance policy when the assignment is outside of Canada.

**9.12 USE OF PERSONAL VEHICLES**

- (a) It is expressly agreed that the use of a Technician's car in executing the business of the Producer is not compulsory, and he/she may at his/her own discretion decline to do so. Technicians shall be reimbursed at the rate of ~~thirty-five (30)~~ **(35)** cents per kilometer, for the use of their vehicles. Alternatively, the Producer may elect to provide the Technician with a flat rate of **thirty-five dollars (\$35.00)** ~~thirty-one dollars (\$31.00)~~ per day, plus all gas expenses, **as supported by verifiable receipts**, incurred for work related purposes.
- (b) Each Technician agreeing to use their own vehicle for work-related purposes shall arrange for adequate insurance coverage of not less than one million dollars (\$1,000,000.00) for business and/or commercial purposes before using such personal vehicle for such purpose and shall provide evidence of such coverage to the Producer, if requested. Such insurance coverage shall be at the expense of the Technician.

**9.13 USE OF PRODUCTION VEHICLES**

- (a) The Producer agrees to maintain adequate liability insurance on all vehicles owned or rented by the Producer which it requires any Technician to drive. Notwithstanding the foregoing, any proven negligence involving a production motor vehicle may result in immediate termination with cause at the Producer's discretion.
- (b) Any Technician who is driving a production vehicle shall provide, upon request by the Producer, a copy of their valid driver's license or operating license prior to the commencement of work. Additionally, each Technician shall provide to the Union, on an annual basis, a copy of their driver's abstract which the Producer may request, through the Union. Should the Producer require a more current driver's abstract it shall be at the expense of the Producer.
- (c) All tickets for moving and/or standing violations and unauthorized toll charges incurred by the Technician shall be the responsibility of the Technician. It is the responsibility of the Producer to ensure that within five (5) days of the return of the vehicle that there are no outstanding violations or charges.
- (d) The damage caused to production vehicles as a result of a Technician's negligence shall be the responsibility of the Technician.

**ARTICLE 10**  
**NABET, LOCAL 700 CEP SEAL**

10.1 The official NABET, Local 700 CEP seal must appear on all productions produced according to the terms and conditions of this Agreement.

10.2 The Producer shall make reasonable efforts to give screen credits to all department heads.

- (a) Any department head or key may negotiate his/her screen credit at the time of signing a deal memorandum.
- (b) Notwithstanding any credit individually negotiated; in the case of theatrical motion pictures for theatrical distribution all department heads, keys, first assistants shall receive screen credit in their category in accordance with standard industry practice.

- (c) In the case of television motion pictures or television series, screen credits will be given in accordance with network standards
  - (d) The Technician has the right to refuse screen credit if so desired.
- 10.3 Upon request, the Producer will make available and without cost to the Union (after air/release date) a copy of the completed work in DVD format, when available, or other mutually agreeable format, for the exclusive purpose of in-house promotion.

## **ARTICLE 11**

### **PAID HOLIDAYS, VACATION PAY & FRINGES**

- 11.1 The following ~~nine (9)~~ **ten (10)** days are paid holidays:

New Year's Day	Labour Day
<b>Family Day</b>	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday (1 <sup>st</sup> Monday in Aug.)	

Plus any day duly acclaimed by Federal, Provincial or Municipal authority as a public holiday. In the event that said paid holidays shall fall on a scheduled day off, the regular workday immediately following shall be deemed the day celebrated.

#### 11.2 **STATUTORY HOLIDAYS NOT WORKED**

On holidays not worked the following sub-paragraphs shall apply:

- (a) Any Technician engaged by the Producer who works the Producer's regularly scheduled day before and day after an observed statutory holiday shall receive holiday pay.
- (b) A holiday not worked shall be considered a regular work day for the purposes of calculating sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day premiums, except where a work week shift occurs on the first day proceeding or following a holiday.
- (c) Where a holiday falls within a scheduled hiatus, the holiday shall be considered not worked not paid.
- (d) Upon written request to the Union (for location requirements only), the Producer may be permitted to shift observance for a public holiday outlined in Article 11.1 provided that any daily Technician engaged who works the calendar holiday shall be paid pursuant to Article 11.3.

#### 11.3 **STATUTORY HOLIDAYS WORKED**

On holidays when work is performed, the minimum call will be nine (9) hours and any work performed up to nine (9) hours is to be computed at two and one-half (2 ½) times the basic hourly rate. All work performed in excess of nine (9) hours shall be computed at three (3) times the basic hourly rate.

- 11.4 If a holiday falls on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day worked, all work performed on the holiday shall be computed at three (3) times the basic hourly rate.

#### 11.5 **VACATION PAY**

- (a) The Producer shall pay each Technician four percent (4%) of his/her gross earnings, weekly, in lieu of vacation pay.

- (b) Gross pay is inclusive of vacation pay.

#### 11.6 GROUP RETIREMENT SAVINGS PLAN

- (a) The Producer shall remit weekly, directly to the Union, a percentage of the Technician's gross wages, based on the applicable tier level of the production, as set out Schedule 1.
- (b) The Producer shall deduct a percentage of the Technician's gross wages, based on the applicable tier level of the production, as set out in Schedule 1, as retirement benefits.
- (c) The Producer shall process these payments with the regular payroll and remit the monies directly to the Union within seven (7) days.

#### 11.7 HEALTH AND WELFARE FUND

- (a) The Producer shall contribute a percentage of each bargaining unit Technician's gross wages to the Union's Health and Welfare Fund, based on the applicable tier level of the production, as set out in Schedule 1.
- (b) The Producer shall process these payments with the regular payroll and remit the monies directly to the Union within seven (7) days.

#### 11.8 ADMINISTRATION AND TRAINING FUND

- (a) The Producer shall remit a percentage based on the applicable tier level of the production, as set out in Schedule 1. Gross pay is inclusive of vacation pay. The Producer shall process this payment with the regular payroll and remit the monies directly to the Union within seven (7) days.
- (b) The Union and the CFTPA are jointly committed to developing training programs that will increase the number of qualified Technicians who are available to service the film and television industry. To this end, the parties acknowledge the ongoing contribution to training initiatives from the administration and training fund levy.
- (c) The Union and the CFTPA will meet at the request of either party to discuss training, including the assessment of those areas where increased training is necessary.

#### 11.9 CFTPA LEVY

- (a) A Producer who is a member in good standing of the CFTPA shall remit an amount equivalent to one and one half percent (1½ %) of bargaining unit Technician's gross pay to a maximum of ~~\$2,000~~ **\$2,500** per episode of a Series or part of a Mini-Series, ~~\$3,000~~ **\$3,500** for a feature or MOW and ~~\$4,500~~ **\$5,000** for high budget (Tier A or Tier B) Features or MOW directly to the CFTPA. Gross pay is inclusive of vacation pay. The Producer shall process this payment with the regular payroll and remit the monies directly to the CFTPA within seven (7) days.
- (a) A Producer who is NOT a member in good standing of the CFTPA shall remit an amount equivalent to one and one half percent (1½%) of bargaining unit Technician's gross pay with no maximum amount directly to the CFTPA. Gross pay is inclusive of vacation pay. The Producer shall process this payment with the regular payroll and remit the monies directly to the CFTPA within seven (7) days.



## **ARTICLE 12**

### **BREAKS, MEAL PERIODS AND PENALTIES**

#### **12.1 BREAKS AND SNACKS**

The Producer shall make available coffee or other suitable beverages and light snacks at all times, free of charge, to Technicians engaged by the Producer in the studios, on locations and in construction shops. In cases when the Technician has not broken for the first meal before the seventh (7<sup>th</sup>) hour, as per Article 12.2 (a), the Technician shall receive a substantial snack not earlier than two (2) hours after, and not later than three and one-half (3 ½) hours after, the Technician's start time.

#### **12.2 FIRST MEALS**

- (a) First meal periods shall be one (1) hour in duration. If a Technician does not receive a full one (1) hour first meal period, he shall be paid for the entire period including the portion used for the meal. The first meal period shall commence not earlier than the beginning of the fourth hour and be completed by the end of the seventh (7<sup>th</sup>) hour, computed from the beginning of the workday. When the first meal break occurs at the beginning of the seventh (7<sup>th</sup>) hour, each Technician shall receive a substantial snack as provided in Article 12.1. In the event the Technician has not broken for the first meal before the seventh (7<sup>th</sup>) hour, and does not receive a substantial snack as required in Article 12.1, the meal penalty payment as per Article 12.4 shall apply after five (5) hours of work.
- (b) The Producer may call a first meal break of one-half (½) hour, calculated from the last Technician through the meal line, provided the meal is catered and paid as working time. On one (1) occasion per week the Producer may call a one-half (½) hour unpaid first meal, provided the one-half (½) hour is calculated from the last Technician through the meal line and provided a hot meal is catered.
- (c) In certain circumstances, i.e. shops, Technicians may request a vote to authorize a one-half (½) hour unpaid lunch on a daily/weekly basis. Such a vote would be conducted by the Union and determined by secret ballot majority.

#### **12.3 SECOND MEALS**

The second meal period shall not be considered work time and shall commence not earlier than the beginning of the fourth (4<sup>th</sup>) hour, and not later than completion of the sixth (6<sup>th</sup>) hour worked following the preceding meal period. The second meal periods shall not be less than thirty (30) minutes and nor more than sixty (60) minutes. In the event that a Technician is working and not wrapping or traveling beyond the first (1<sup>st</sup>) hour of second (2<sup>nd</sup>) meal penalty, the Producer shall provide the Technician with reasonable food and a break period of no more than thirty (30) minutes.

#### **12.4 MEAL PENALTY**

- (a) When a Technician is not given a meal period within the time limits required by Articles 12.2 (a) and 12.3, he/she shall receive in addition to his/her regular salary, compensation in an amount equal to one (1) times his basic hourly rate for each hour worked, with a minimum credit of ten (10) minutes, until a meal period is actually received, or until the end of the Technician's work day. Payment shall not exceed three (3) times the basic hourly rate.
- (b) This compensation is to be computed from the beginning of the last hour in which the meal period should have been assigned and extend to the start of the meal period given or until the end of the Technician's work day; or from the end of the meal period given and extend to the end of the first hour in which the meal period should have been assigned.

## 12.5 GRACE PERIOD

The Producer shall have the right to complete a shot in progress to a maximum of ten (10) minutes into the meal period without incurring meal penalty, provided that the set up or shot was commenced within a reasonable period in advance of the required meal period, and provided that a minimum one (1) hour meal break, or, one-half (½) hour meal break as defined in this Agreement, is still provided. If the Union, or its designated crew representative, feels that this privilege is being abused or regularly scheduled, and upon consultation with the Producer and the CFTPA, the Union reserves the right, without prejudice, to reduce grace to three (3) occasions per week.

## 12.6 MEALS IN TOWN

The Producer shall:

- (a) At its own expense furnish the Technicians with an appropriate hot meal, of equivalent value to the allowances provided in Article 9.8 (f) (e). When the meal is catered in a facility immediately adjacent to a shooting location and when Technicians can readily access the meal service, the meal break shall be one (1) hour in duration, unless otherwise specified

Or

- (b) Allow Technicians sufficient added paid time and supply adequate transportation to travel to a place where hot food can be obtained.

Or

- (c) Reimburse receipts (not to exceed the parameters established in Article 9.8 (f) (e)) for those Technicians who are in a location so situated that no facilities serving hot food are readily available.

All lunches will be supplied within a reasonable walking distance from set. Any distance will be subject to travel time, to be calculated in ten (10) minute increments.

## ARTICLE 13 EXCESSIVE HOURS AND SAFETY

- 13.1 It shall be the responsibility of the Producer to insure that optimum safety standards are maintained and that no unsafe equipment, procedures, or practices are allowed on the set or work site. The Union Steward, department heads engaged by the Producer and all Technicians shall co-operate with the Producer to maintain optimum safety procedures at all times.
- 13.2 A Technician may refuse at any time to accept work that he/she considers hazardous without prejudice against said Technician. All hazardous work shall be accepted by Technicians on a voluntary basis only.
- 13.3 Where a job requires special clothing and / or protective gear, (i.e. extremes in cold or hot weather, precipitation, altitude, in or under water, in or around construction work, etc) the Producer will provide the Technicians with such special clothing and / or protective gear.
- 13.4 All Technicians shall be covered by the Workers Safety and Insurance Board of Ontario (or the equivalent in another province, territory or country in which the Producer is based or operating) or its equivalent coverage by a private insurance carrier and the Producer shall bear the full costs of such coverage and shall provide the Union with confirmation that such insurance is in effect.
- 13.5 In no event will sanitary facilities be less than as provided for by Provincial Law.

- 13.6 The Producer, the Union and the Technicians shall comply with their obligations under the Ontario *Occupational Health and Safety Act*.
- 13.7 The Producer shall provide washroom and toilet facilities at all sites and locations and shall be maintained on a standard to those required by the Workplace Safety and Insurance Board.
- 13.8 Notwithstanding Article 13.3, the Technician shall supply his/her own harness when performing high work.

## **ARTICLE 14 HOURS AND SCHEDULING OF WORK**

### **14.1 SCHEDULING**

- (a) The Producer shall endeavor to notify the Union as early as possible, in advance of the starting time for daily calls, and the Union will reply giving names of personnel to fill such calls before the required starting time.
- (b) A list of all personnel working on the production shall be submitted to the Union before the first day of principal photography. **[previously 14.11]**

### **14.2 STANDARD WORK CALL**

A standard work call shall mean the hours scheduled and/or assigned to a Technician during a day, with a minimum credit of nine (9) hours at straight time, calculated to the end of the last ten (10) minutes in which work was performed. The work call shall be calculated by totaling the number of hours between the time a Technician reports for work and the time of completion of the Technician's call, less meal periods received. If the work call extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts. All overtime and premiums shall be calculated in ten (10) minute increments. **[previously 14.5]**

A four (4) hour call may be scheduled, to begin anytime between 0700 hours and 2300 hours for dailies only, to be paid at time and one-half (1½) the basic hourly rate. Any additional hours assigned shall be paid at two (2) times the basic hourly rate calculated to the end of the last hour in which work was performed up to a total of eleven (11) hours, increasing by one (1) times the basic hourly rate every four (4) hours thereafter. A four (4) hour call may not be scheduled when working outside the zone. **[previously 14.9]**

### **14.3 STANDARD WORKWEEK**

The standard workweek shall commence at 12:01 am of any day of the week and end at midnight on the seventh day thereafter and shall consist of five (5) consecutive regular nine (9) hour days totaling forty-five (45) hours and then two (2) consecutive days off which shall be computed according to the applicable schedule in Article 14.7 and 14.8 ~~14.13 and 14.14~~. For the purpose of establishing sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days, the Producer must define the production workweek. The production may have more than one workweek on a departmental basis. Once established, that work week will apply to Technicians within said departments. **[previously 14.1]**

- 14.3 The Producer may schedule a work week that is different from the work week established pursuant to ~~Article 14.1~~ **Article 14.3 above** for departments such as set decoration, construction and paint, if the Producer is able to demonstrate to the Union that it is reasonable in the circumstances and if the consent of the Union is obtained in writing at least five (5) days prior to the change in the work week. The establishment of a different work week shall not deprive the affected Technician of any benefits and rights provided for in this Agreement nor shall it deprive

the Technician of any days off, turnaround period or overtime. **[previously 14.2, make part of new 14.3]**

#### 14.4 **SHIFTING THE WORKWEEK**

- ~~(a) Upon two (2) weeks' written notice to the Union, or with the consent of the Technicians, the workweek may be changed from the last week of prep to the first week of principal photography provided the Technicians receive one (1) day off. In the event that the Technician is approved to work by the Producer on the one (1) day off shall be considered a seventh (7<sup>th</sup>) day. Day one (1) of principal photography would be day one (1) of the workweek.~~
- ~~(b) On the agreement of the Union Business Manager/Business Agent, the Producer may alter the workweek provided there is no loss of two (2) consecutive days off and provided that should a sixth (6<sup>th</sup>) and/ or seventh (7<sup>th</sup>) day be worked, they shall be calculated and paid in accordance with all terms and conditions of this Agreement.~~

**Once every four (4) shooting weeks, or more frequently where agreed by the Union and Producer, the Producer may shift the work week by doing either or both of the following without incurring penalty:**

- (a) shift the work week forward by adding one (1) or two (2) additional days off from the regular work week and begin the shifted work week on the following day.**
- (b) shift the work week back:**
- (i) by one (1) day, by changing the seventh (7<sup>th</sup>) day of the regular work week to the first (1<sup>st</sup>) day of the shifted work week, provided that the sixth (6<sup>th</sup>) day of the regular work week is a day off and the thirty-four (34) hour rest period applies, or**
- (ii) by two (2) days, by making the preceding work week a pro-rated four (4) day work week, giving the fifth (5<sup>th</sup>) day off, and making the sixth (6<sup>th</sup>) day the first (1<sup>st</sup>) day of the shifted work week, provided that the thirty-four (34) hour rest period applies.**
- (c) Technicians shall be given no less than three (3) working days advance notice of the shift. In no event may the Producer shift the work week to avoid paying for an unworked holiday.**
- (d) Upon two (2) weeks written notice to the Union the work week may be changed from the last week of prep to the first week of principal photography provided that Technicians receive one (1) day off.**
- (e) In all of the above scenarios, when a Technician is approved to work on the one (1) day off, then this day shall be considered a seventh (7<sup>th</sup>) day. Day one (1) of principal photography would be day one (1) of the work week. [previously 14.3, as amended in bargaining]**

#### 14.5 **HIATUS**

- (a) The Producer shall be entitled to impose a maximum hiatus period equal to one (1) week for each eight (8) weeks of the production period, provided that the Producer gives eighteen (18) calendar Days written notice of the hiatus to the Union and each Technician subject to events of force majeure.**
- (b) Hiatus means a planned, unpaid stoppage of work for a period of three (3) or more work days.**
- (c) A hiatus of less than one (1) week will not be imposed for the purpose of avoiding payment for holidays.**

- (d) The three (3) statutory holidays at Christmas are not worked/not paid except where the Christmas break is ten (10) or fewer consecutive Days. Pre-scheduled breaks, such as a Christmas break do not constitute a hiatus period.**
- (e) For the purposes of this Article, the production period will be calculated from the earlier of the date on which the Voluntary Recognition Agreement is signed or the date the first Technician is engaged under this Agreement.**
- (f) Where a hiatus period occurs with less than eighteen (18) calendar days notice, any Technician who is required to work during the hiatus period will be paid at a minimum of one and one-half (1 ½) times the basic hourly rate. [new, per bargaining]**

**14.6 OVERTIME COMPUTATION**

The tenth (10<sup>th</sup>), eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) hours shall be paid at the rate of one and one-half (1½) times the basic hourly rate. The thirteenth (13<sup>th</sup>) and fourteenth (14<sup>th</sup>) hours shall be calculated at two (2) times the basic hourly rate. The fifteenth (15<sup>th</sup>) hour and all time worked thereafter shall be calculated at three (3) times the basic hourly rate.

**RECAP**

<b>HOURS</b>	<b>OVERTIME</b>
0 – 9 hours	1 x basic hourly rate
10, 11 & 12	1½ x basic hourly rate
13 & 14	2 x basic hourly rate
15 Plus	3 x basic hourly rate
<b>[previously 14.12]</b>	

**14.7 SCHEDULED 6<sup>th</sup> and 7<sup>th</sup> DAYS WORKED**

- (a) Sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days if worked, must be scheduled twenty-four (24) hours in advance of the required starting time otherwise they shall be considered unscheduled.
- (b) When a Technician works one of his days off, the Technician shall be paid one and one-half (1 ½) times his basic hourly rate, with a minimum credit of nine (9) hours. The tenth (10<sup>th</sup>), eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) hours shall be calculated at two (2) times the basic hourly rate. Any work performed in excess of twelve (12) hours shall be paid at three (3) times the basic hourly rate.
- (c) When a Technician works on a seventh (7<sup>th</sup>) consecutive day, the Technician shall be paid two (2) times the basic hourly rate with a minimum credit of nine (9) hours. Any work performed in excess of nine (9) hours shall be paid at three (3) times the basic hourly rate. **[previously 14.13]**

**14.8 UNSCHEDULED 6<sup>th</sup> and 7<sup>th</sup> DAYS WORKED**

An unscheduled sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day worked shall be paid at two (2) times the basic rate with a minimum credit of nine (9) hours. Any work performed in excess of nine (9) hours shall be paid at three (3) times the basic hourly rate.

**RECAP**

<b>HOURS</b>	<b>1<sup>ST</sup> DAY OFF WORKED</b>	<b>2<sup>ND</sup> DAY OFF WORKED</b>
0 – 9	1 ½ x basic hourly rate	2 x basic hourly rate
10, 11 & 12	2 x basic hourly rate	3 x basic hourly rate
Over 12	3 x basic hourly rate	3 x basic hourly rate
Unscheduled 0 – 9	2 x basic hourly rate	2 x basic hourly rate
Unscheduled over 9	3 x basic hourly rate	3 x basic hourly rate
<b>[previously 14.14]</b>		

14.9 Dailies, called to supplement the existing crew, on the existing department's sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day, shall not be eligible for sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day rates, unless such day is their sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day of work as well. **[previously 14.4]**

#### 14.10 **TURNAROUND**

There shall be at least a ten (10) hour rest period between the wrap of one call and the beginning of the next call, known as turnaround. All time worked and any meal period that encroaches on the turnaround period shall be paid at one (1) times the basic hourly rate in addition to any other payments received under this Agreement. Over a one-day off period, the turnaround must be twenty-four (24) hours plus ten (10) hours (totaling thirty-four (34) hours). Over a two-day off period, the turnaround must be forty-eight (48) hours in addition to six (6) hours (totaling fifty-four (54) hours).

On two (2) occasions per month (4 week production period), and with notice provided by the end of the fourth (4<sup>th</sup>) day of the work week to the Technicians and the Union, the Producer may reduce the weekend turnaround by four (4) hours. There will be no variance on weekend turnaround, nor are the occasions of reduced weekend turnaround cumulative.

When one (1) legal holiday falls within days off, the turnaround period shall be seventy-two (72) hours in addition to six (6) hours (totaling seventy-eight (78) hours). When two (2) holidays fall with days off, the turnaround period shall be ninety-six (96) hours in addition to six (6) hours (totaling one hundred and two (102) hours). On occasions when Technicians are required to work at a Nearby Location, the provisions of Article 9.8 shall apply. **[previously 14.15]**

#### 14.11 **WORKING IN A HIGHER CLASSIFICATION**

- (a) No Technician shall be required to perform the duties of a higher rated classification except in those circumstances where the Technician is required to do so for a period of less than two (2) hours. Where required to perform the duties of a higher rated classification in excess of two (2) hours the Technician shall be compensated accordingly for the entire shift.
- (b) If a Technician (key or second) is away from set during work hours, the Technician must be replaced by a Technician upgraded to his/her status. The upgrade will be in effect only for time worked. **[previously 14.8]**

#### 14.12 **CANCELLATION OF WORK CALLS**

- (a) A Technician engaged for a daily work call, shall be paid for the hours booked, unless the Technician received notification of the cancellation or change in schedule no later than twelve (12) hours prior to the work call, ten (10) hours if due to adverse weather conditions. A work day cancelled without proper notice cannot be defined as a day off for the calculation of sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days.
- (b) Should the Technician find it necessary to cancel a commitment for work the Technician shall notify the Producer by 1:00 p.m. of the day prior to the work call wherever possible. In such event, another qualified Union member shall fill the position, if available. **[previously 14.10]**

14.13 If the Producer requires a Technician to attend the screening of rushes, pre-production meeting, surveys, and/ or auditions, such time will be considered working time. **[previously 14.6]**

14.14 In the event that a Technician is taken ill during the work day and is unable to complete the day's work, the Producer agrees to pay the Technician for four (4) hours at straight time for that day, or pay for the time worked, calculated in thirty (30) minute increments, whichever is greater.

In the event that a Technician is taken ill during the work day and an additional Technician is brought in to replace the ill Technician, the "replacement" Technician's day shall commence at the time they arrive on set or at the location. **[previously 14.7, as amended in bargaining]**

**14.15 TRIPLE TIME CAP**

At no time will a Technician's wages, including overtime, turnaround and meal provisions, or any other provision herein, exceed three (3) times the basic hourly rate. **[previously 14.16]**

**ARTICLE 15  
GENERAL WAGE PROVISIONS**

**15.1 THE ACCOUNTING WEEK**

The accounting week shall begin at 12:01 a.m. on Sunday and shall end at 12:00 midnight the following Saturday and shall include all wages, overtime, penalties, premiums, benefits and expenses accruing to the Technician.

15.2 Each Technician shall be paid for any work performed no later than the fifth (5<sup>th</sup>) day in the week following the week in which the hours were worked.

(a) In the event of late payment by the Producer, a penalty of two percent (2%) per day of the gross wages shall be paid to the Technician and such penalty shall be added to the next weeks' wages, or if none, by separate payment. In the case of a missing cheque, the penalty will commence forty-eight (48) hours after the Producer has been notified of the missing cheque.

(b) In circumstances where the payment occurs by a Producer listed on Appendix B, the penalty described in paragraph (a) shall be waived provided that payroll is made no later than Wednesday of the following week.

15.3 The Producer shall make and remit the appropriate deductions from the individual Technician's pay and shall make contributions to the Canada Pension Plan, etc., as required by law. The aforementioned payments will not be required where the Technician has an established loan-out company providing direct payments on his behalf to C.P.P, E.I.

15.4 Time and pay records will be made available upon request to the Union by the Producer and each Technician shall keep his/her own time records and will be responsible for recording his hours worked and all other reimbursements thereon, however should the Technician fail to record all payments due, the Producer shall make every reasonable effort to make such adjustments on the time card. Department heads engaged by the Producer must sign all time cards.

**ARTICLE 16  
WAGES AND CATEGORIES**

16.1 The rates enumerated in Schedule 2 attached hereto are minimum rates and nothing in this Agreement shall prevent the Producer from paying Technicians higher than these minimum rates, nor shall Technicians be required to accept engagement for the minimum rates.

16.2 Notwithstanding anything to the contrary in this Agreement it is understood and agreed that whenever rates higher than the basic minimum rates are mutually agreed to between the

Producer and a Technician, then in all instances wherein the term basic minimum rates appears it shall be deemed to be replaced by the higher rate.

- 16.3 The rates enumerated in Schedule 2 shall be paid in accordance with the calendar year unless the majority of production has been completed prior to January 1<sup>st</sup> of the upcoming year.

16.4 **DEAL MEMORANDUM**

A deal memorandum, as set out in Appendix D, shall be the contract entered into between the Producer and a Technician or a Technician's personal management corporation or loan-out company through whom the Technician agrees directly or indirectly to provide his/her work or services for the Producer on the production. The deal memorandum must in no way provide for less than is provided for in this Agreement.

- 16.5 The Producer shall give one duly executed and fully completed copy of the deal memorandum to the Technician when the contract is signed and shall forward within a week of signature one (1) copy to the Union office. Such deal memorandum will be kept confidential.

- 16.6 When requested, the Technician will provide to the Producer documentation to establish nationality and residency. The Producer will ensure that such documents remain private and are kept in a secure place and are destroyed or returned to the Technician when no longer needed by the Producer.

- 16.7 The Producer agrees that, if the individual production covered by this Agreement, is moved or otherwise transferred to a location outside the geographic area of the bargaining unit, this Agreement shall thereupon also be applicable at the new location.

Notwithstanding the foregoing, a production which moves outside the jurisdiction of the Union following the completion of a season shall not be required to continue to adhere to the terms of this Agreement or any Voluntary Recognition Agreement entered into as between the Producer and the Union.

- 16.8 Prior to the first day of principal photography, the Producer shall provide an executed copy of Appendix G and have same delivered to the NABET 700 CEP business office.

## **ARTICLE 17 DURATION OF AGREEMENT**

- 17.1 This Agreement shall be binding from the 1<sup>st</sup> day of January ~~2007~~ 2010 and remain in full force and effect until the 31<sup>st</sup> day of December 2012 ~~2008~~.

- 17.2 All provisions of this Agreement as recognized by a Voluntary Recognition Agreement are binding and shall remain in full force and effect until all obligations are satisfied with respect to the production for which this Agreement has been executed.

- 17.3 With the exception of productions that commenced prior to the ratification of this Agreement, this Agreement is effective from, and all provisions of this Agreement, both monetary and non-monetary, shall apply on the earliest of the following dates:

- a) the date on which pre-production commences, or
- b) the date on which any person is engage to perform duties hereunder, or
- c) the date on which a deal memorandum is signed, or
- d) the date on which a Voluntary Recognition Agreement is signed.

- 17.4 Notwithstanding the expiry date of this Agreement, either party desiring to renew or amend this Agreement may give ninety (90) days notice in writing of its intention to the other party. Unless otherwise agreed between the parties, this Agreement shall remain in full force and effect until all



obligations are satisfied with respect to any production for which a Voluntary Recognition Agreement has been executed.

IN WITNESS whereof the parties have caused this Agreement to be executed this 1<sup>st</sup> day of January, ~~2010~~ 2006.

**NATIONAL ASSOCIATION OF  
BROADCAST EMPLOYEES AND  
TECHNICIANS, ASSOCIATION OF  
FILM CRAFTSMEN, LOCAL 700  
COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
(NABET LOCAL 700 CEP)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Ahee, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terrence Henry, Senior Vice-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Iacobucci, Secretary Treasurer

**CANADIAN FILM & TELEVISION PRODUCTION ASSOCIATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Barrack, Chief Operating Officer and Chief Legal Officer

**SCHEDULE 1**

**TIERS & FRINGES**

Theatrical Motion Pictures		Television Motion Pictures	
Tier A	\$10,500,000 and over	Tier A	\$8,500,000 and over
Tier B	\$7,500,000 - \$10,499,999	Tier B	\$6,000,000 - \$8,499,999
Tier C	\$4,500,000 - \$7,499,999	Tier C	\$4,500,000 - \$5,999,999
Tier D	\$2,500,000 - \$4,499,999	Tier D	\$2,500,000 - \$4,499,999
Tier E	\$1,500,000 - \$2,499,999	Tier E	\$1,300,000 - \$2,499,999

Television Series – 1 Hour		Television Series – ½ Hour	
Tier A	\$1,500,000 and over	Tier A	\$850,000 and over
Tier B	\$1,100,000 - \$1,499,999	Tier B	\$650,000 – \$849,999
Tier C	\$850,000 – \$1,099,999	Tier C	\$450,000 – \$649,999
Tier D	\$550,000 – \$849,999	Tier D	\$300,000 – \$449,999
Tier E	\$300,000 – \$549,999	Tier E	\$175,000 – \$299,999

Mini-Series (per 2 hour segment)		New Media (Webisodes/Podcasts/Interstitials and etc.)	
Tier A	\$7,500,000 and over	Tier A	<b>Rates and Fringes to be negotiated on a project by project basis.</b>
Tier B	\$5,000,000 – \$7,499,999	Tier B	
Tier C	\$3,500,000 – \$4,999,999	Tier C	
Tier D	\$2,000,000 – \$3,499,999	Tier D	
Tier E	\$1,400,000 - \$1,999,999	Tier E	

As per Article 1.8, for those productions which are below the Tier E threshold, the Producer and the Union may negotiate alternate terms and conditions with the approval of the CFTPA.

**Fringes**

	Vacation Pay	Health and Welfare	Retirement	Admin. & Training	CFTPA Levy	Total
Tier A	4%	4%	4.5%	1.5%	1.5%	15.5%
Tier B	4%	4%	4%	1%	1.5%	14.5%
Tier C	4%	3%	3%	1%	1.5%	12.5%
Tier D	4%	3%	2%	1%	1.5%	11.5%
Tier E	4%	1%	1%	0.5%	1.5%	8%

**SCHEDULE 2**  
**Minimum Rates**  
**2010**

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Construction</b>					
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Carpenter	\$ 29.13	\$ 28.09	\$ 26.80	\$ 25.23	\$ 25.23
On Set/Stand By Carpenter	\$ 29.13	\$ 28.09	\$ 26.80	\$ 25.23	\$ 25.23
Carpenter	\$ 27.05	\$ 26.01	\$ 24.71	\$ 22.11	\$ 22.11
Assistant Carpenter	\$ 25.49	\$ 23.93	\$ 22.37	\$ 20.81	\$ 20.81
<b>Continuity</b>					
Script Supervisor	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
<b>Costume</b>					
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Costume Designer	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
Set Supervisor	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
1st Assistant Wardrobe	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
2nd Assistant Wardrobe	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
*see below for additional classification/rates					
<b>Greens</b>					
Key Greens	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
Lead Greens	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
Assistant Greens	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
<b>Grip</b>					
Key Grip	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
Key Rigging Grip	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
Dolly Grip	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
Best Boy/Girl Grip	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
Best Boy/Girl Rigging Grip	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
Grip	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
Rigging Grip	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
<b>Hair</b>					
Period Hairstylist & Wigs	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Hairstylist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Hair Department	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
1st Assistant Hairdresser	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
2nd Assistant Hairdresser	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
<b>Labour</b>					
Labour/Cable	\$ 21.07	\$ 19.51	\$ 17.95	\$ 16.65	\$ 15.61

\*1st Buyer, Cutter, key rate

\*Truck/Extras Coordinator, 2nd Buyer, 1st Hand, Seamstress/Alterationist/Asst. Tailor, 1st asst. rate

\*Shopper, Dresser, Wardrobe Assistant, Stitcher, 2nd asst. rate

**SCHEDULE 2**  
**Minimum Rates**  
**2010 (cont'd)**

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Lighting</b>					
Lighting Director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Gaffer	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
Rigging Gaffer	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
Best Boy/Girl	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
Rigging Best Boy/Girl	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
Lamp Operator	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
Rigging Lamp Operator	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
Generator Operator	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
<b>Makeup</b>					
Prosthetic & Special Makeup	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Makeup Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Makeup Department	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
1st Assistant Makeup Artist	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
2nd Assistant Makeup Artist	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
<b>Paint</b>					
Key Scenic Painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Painter	\$ 29.13	\$ 28.09	\$ 26.80	\$ 25.23	\$ 25.23
On Set/Stand-By Painter	\$ 29.13	\$ 28.09	\$ 26.80	\$ 25.23	\$ 25.23
Scenic/Painter	\$ 27.05	\$ 26.01	\$ 24.71	\$ 22.11	\$ 22.11
<b>Property</b>					
<b>Property Master</b>	<b>Negotiable</b>	<b>Negotiable</b>	<b>Negotiable</b>	<b>Negotiable</b>	<b>Negotiable</b>
Buyer/Maker	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
Assistant Property Master	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
2nd Assistant Props	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
<b>Sets</b>					
Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
On Set Dresser	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
Set Dec. Buyer	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
Lead Set Dresser	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
Set Dresser	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
<b>Sound</b>					
Sound Recordist/Mixer	\$ 34.33	\$ 32.77	\$ 31.21	\$ 29.65	\$ 27.57
Boom Operator	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
2nd Boom Operator	\$ 27.05	\$ 25.49	\$ 23.93	\$ 22.37	\$ 20.29
Sound Assistant	\$ 17.17	\$ 15.61	\$ 14.05	\$ 12.48	\$ 10.40
<b>SPFX</b>					
Special Effects Co-Ordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Special Effects	\$ 28.36	\$ 27.32	\$ 26.01	\$ 24.45	\$ 22.37
1st Assistant Special Effects	\$ 26.80	\$ 25.76	\$ 24.45	\$ 22.89	\$ 20.81
2nd Assistant Special Effects	\$ 24.19	\$ 23.15	\$ 21.85	\$ 20.29	\$ 18.21
Shop Assistant					

**SCHEDULE 2**  
**Minimum Rates**  
**2010 (cont'd)**

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Transportation</b>					
Transportation Co-Ordinator	\$ 23.67	\$ 22.63	\$ 21.33	\$ 19.77	\$ 19.77
Driver Captain	\$ 21.23	\$ 20.19	\$ 18.88	\$ 17.32	\$ 17.32
Vehicle Co-Ordinator	\$ 21.23	\$ 20.19	\$ 18.88	\$ 17.32	\$ 17.32
Head Driver	\$ 20.29	\$ 19.25	\$ 17.95	\$ 16.39	\$ 16.39
Driver	\$ 19.25	\$ 18.21	\$ 16.91	\$ 15.35	\$ 15.35
<b>Video/Technical TV</b>					
Technical Director					
Switcher					
Maintenance Technician					
Video Operator					
Audio Operator					
Videotape Operator					
Video Camera Operator					
Video Director of Photography					
Beta (EFP) Camera					
Technical Assistant					
Script Assistant					
<b>Apprentice</b>					
All Departments	\$ 13.53	\$ 12.48	\$ 11.96	\$ 10.92	\$ 9.88

PLEASE SEE APPENDIX J

In no way will the negotiable rates above be less than the equivalent of key rates plus \$2.00 an hour.

The rates in "Schedule 2" plus \$0.75 per hour will apply for daily hires.

**SCHEDULE 2**  
**Minimum Rates**  
**2011**

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Construction</b>					
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Carpenter	\$ 29.71	\$ 28.65	\$ 27.33	\$ 25.74	\$ 25.74
On Set/Stand By Carpenter	\$ 29.71	\$ 28.65	\$ 27.33	\$ 25.74	\$ 25.74
Carpenter	\$ 27.59	\$ 26.53	\$ 25.21	\$ 22.56	\$ 22.56
Assistant Carpenter	\$ 26.00	\$ 24.41	\$ 22.82	\$ 21.22	\$ 21.22
<b>Continuity</b>					
Script Supervisor	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
<b>Costume</b>					
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Costume Designer	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
Set Supervisor	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
1st Assistant Wardrobe	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
2nd Assistant Wardrobe *see below for additional classification/rates	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
<b>Greens</b>					
Key Greens	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
Lead Greens	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
Assistant Greens	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
<b>Grip</b>					
Key Grip	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
Key Rigging Grip	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
Dolly Grip	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
Best Boy/Girl Grip	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
Best Boy/Girl Rigging Grip	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
Grip	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
Rigging Grip	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
<b>Hair</b>					
Period Hairstylist & Wigs	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Hairstylist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Hair Department	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
1st Assistant Hairdresser	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
2nd Assistant Hairdresser	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
<b>Labour</b>					
Labour/Cable	\$ 21.49	\$ 19.90	\$ 18.31	\$ 16.98	\$ 15.92

\*1st Buyer, Cutter, key rate

\*Truck/Extras Coordinator, 2nd Buyer, 1st Hand, Seamstress/Alterationist/Asst. Tailor, 1st asst. rate

\*Shopper, Dresser, Wardrobe Assistant, Stitcher, 2nd asst. rate

**SCHEDULE 2**  
**Minimum Rates**  
**2011 (cont'd)**

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Lighting</b>					
Lighting Director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Gaffer	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
Rigging Gaffer	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
Best Boy/Girl	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
Rigging Best Boy/Girl	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
Lamp Operator	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
Rigging Lamp Operator	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
Generator Operator	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
<b>Makeup</b>					
Prosthetic & Special Makeup	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Makeup Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Makeup Department	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
1st Assistant Makeup Artist	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
2nd Assistant Makeup Artist	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
<b>Paint</b>					
Key Scenic Painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Painter	\$ 29.71	\$ 28.65	\$ 27.33	\$ 25.74	\$ 25.74
On Set/Stand-By Painter	\$ 29.71	\$ 28.65	\$ 27.33	\$ 25.74	\$ 25.74
Scenic/Painter	\$ 27.59	\$ 26.53	\$ 25.21	\$ 22.56	\$ 22.56
<b>Property</b>					
<b>Property Master</b>	<b>Negotiable</b>	<b>Negotiable</b>	<b>Negotiable</b>	<b>Negotiable</b>	<b>Negotiable</b>
Buyer/Maker	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
Assistant Property Master	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
2nd Assistant Props	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
<b>Sets</b>					
Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
On Set Dresser	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
Set Dec. Buyer	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
Lead Set Dresser	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
Set Dresser	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
<b>Sound</b>					
Sound Recordist/Mixer	\$ 35.02	\$ 33.43	\$ 31.84	\$ 30.24	\$ 28.12
Boom Operator	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
2nd Boom Operator	\$ 27.59	\$ 26.00	\$ 24.41	\$ 22.82	\$ 20.69
Sound Assistant	\$ 17.51	\$ 15.92	\$ 14.33	\$ 12.73	\$ 10.61
<b>SPFX</b>					
Special Effects Co-Ordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Special Effects	\$ 28.92	\$ 27.86	\$ 26.53	\$ 24.94	\$ 22.82
1st Assistant Special Effects	\$ 27.33	\$ 26.27	\$ 24.94	\$ 23.35	\$ 21.22
2nd Assistant Special Effects	\$ 24.68	\$ 23.62	\$ 22.29	\$ 20.69	\$ 18.57
Shop Assistant					

**SCHEDULE 2  
Minimum Rates  
2011 (cont'd)**

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Transportation</b>					
Transportation Co-Ordinator	\$ 24.15	\$ 23.09	\$ 21.75	\$ 20.16	\$ 20.16
Driver Captain	\$ 21.65	\$ 20.59	\$ 19.26	\$ 17.67	\$ 17.67
Vehicle Co-Ordinator	\$ 21.65	\$ 20.59	\$ 19.26	\$ 17.67	\$ 17.67
Head Driver	\$ 20.69	\$ 19.63	\$ 18.31	\$ 16.72	\$ 16.72
Driver	\$ 19.63	\$ 18.57	\$ 17.25	\$ 15.66	\$ 15.66
<b>Video/Technical TV</b>					
Technical Director					
Switcher					
Maintenance Technician					
Video Operator					
Audio Operator					
Videotape Operator					
Video Camera Operator					
Video Director of Photography					
Beta (EFP) Camera					
Technical Assistant					
Script Assistant					
<b>Apprentice</b>					
All Departments	\$ 13.80	\$ 12.73	\$ 12.20	\$ 11.14	\$ 10.08

PLEASE SEE APPENDIX J

In no way will the negotiable rates above be less than the equivalent of key rates plus \$2.00 an hour.

The rates in "Schedule 2" plus \$0.75 per hour will apply for daily hires.



**SCHEDULE 2**  
**Minimum Rates**  
**2012**

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Construction</b>					
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Carpenter	\$ 30.31	\$ 29.23	\$ 27.88	\$ 26.25	\$ 26.25
On Set/Stand By Carpenter	\$ 30.31	\$ 29.23	\$ 27.88	\$ 26.25	\$ 26.25
Carpenter	\$ 28.14	\$ 27.06	\$ 25.71	\$ 23.01	\$ 23.01
Assistant Carpenter	\$ 26.52	\$ 24.90	\$ 23.27	\$ 21.65	\$ 21.65
<b>Continuity</b>					
Script Supervisor	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
<b>Costume</b>					
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Costume Designer	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
Set Supervisor	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
1st Assistant Wardrobe	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
2nd Assistant Wardrobe	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
	*see below for additional classification/rates				
<b>Greens</b>					
Key Greens	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
Lead Greens	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
Assistant Greens	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
<b>Grip</b>					
Key Grip	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
Key Rigging Grip	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
Dolly Grip	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
Best Boy/Girl Grip	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
Best Boy/Girl Rigging Grip	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
Grip	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
Rigging Grip	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
<b>Hair</b>					
Period Hairstylist & Wigs	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Hairstylist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Hair Department	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
1st Assistant Hairdresser	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
2nd Assistant Hairdresser	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
<b>Labour</b>					
Labour/Cable	\$ 21.92	\$ 20.30	\$ 18.68	\$ 17.32	\$ 16.24

\*1st Buyer, Cutter, key rate

\*Truck/Extras Coordinator, 2nd Buyer, 1st Hand, Seamstress/Alterationist/Asst. Tailor, 1st asst. rate

\*Shopper, Dresser, Wardrobe Assistant, Stitcher, 2nd asst. rate

**SCHEDULE 2**  
**Minimum Rates**  
**2012 (cont'd)**

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Lighting</b>					
Lighting Director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Gaffer	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
Rigging Gaffer	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
Best Boy/Girl	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
Rigging Best Boy/Girl	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
Lamp Operator	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
Rigging Lamp Operator	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
Generator Operator	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
<b>Makeup</b>					
Prosthetic & Special Makeup	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Makeup Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Makeup Department	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
1st Assistant Makeup Artist	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
2nd Assistant Makeup Artist	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
<b>Paint</b>					
Key Scenic Painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Painter	\$ 30.31	\$ 29.23	\$ 27.88	\$ 26.25	\$ 26.25
On Set/Stand-By Painter	\$ 30.31	\$ 29.23	\$ 27.88	\$ 26.25	\$ 26.25
Scenic/Painter	\$ 28.14	\$ 27.06	\$ 25.71	\$ 23.01	\$ 23.01
<b>Property</b>					
<b>Property Master</b>	<b>Negotiable</b>	<b>Negotiable</b>	<b>Negotiable</b>	<b>Negotiable</b>	<b>Negotiable</b>
Buyer/Maker	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
Assistant Property Master	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
2nd Assistant Props	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
<b>Sets</b>					
Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
On Set Dresser	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
Set Dec. Buyer	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
Lead Set Dresser	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
Set Dresser	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
<b>Sound</b>					
Sound Recordist/Mixer	\$ 35.72	\$ 34.10	\$ 32.47	\$ 30.85	\$ 28.68
Boom Operator	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
2nd Boom Operator	\$ 28.14	\$ 26.52	\$ 24.90	\$ 23.27	\$ 21.11
Sound Assistant	\$ 17.86	\$ 16.24	\$ 14.61	\$ 12.99	\$ 10.82
<b>SPFX</b>					
Special Effects Co-Ordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Special Effects	\$ 29.50	\$ 28.42	\$ 27.06	\$ 25.44	\$ 23.27
1st Assistant Special Effects	\$ 27.88	\$ 26.80	\$ 25.44	\$ 23.81	\$ 21.65
2nd Assistant Special Effects	\$ 25.17	\$ 24.09	\$ 22.73	\$ 21.11	\$ 18.94
Shop Assistant					

**SCHEDULE 2**  
**Minimum Rates**  
**2012 (cont'd)**

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Transportation</b>					
Transportation Co-Ordinator	\$ 24.63	\$ 23.55	\$ 22.19	\$ 20.57	\$ 20.57
Driver Captain	\$ 22.08	\$ 21.00	\$ 19.64	\$ 18.02	\$ 18.02
Vehicle Co-Ordinator	\$ 22.08	\$ 21.00	\$ 19.64	\$ 18.02	\$ 18.02
Head Driver	\$ 21.11	\$ 20.02	\$ 18.68	\$ 17.05	\$ 17.05
Driver	\$ 20.02	\$ 18.94	\$ 17.59	\$ 15.97	\$ 15.97
<b>Video/Technical TV</b>					
Technical Director					
Switcher					
Maintenance Technician					
Video Operator					
Audio Operator					
Videotape Operator					
Video Camera Operator					
Video Director of Photography					
Beta (EFP) Camera					
Technical Assistant					
Script Assistant					
<b>Apprentice</b>					
All Departments	\$ 14.07	\$ 12.99	\$ 12.45	\$ 11.37	\$ 10.28

PLEASE SEE APPENDIX J

In no way will the negotiable rates above be less than the equivalent of key rates plus \$2.00 an hour.

The rates in "Schedule 2" plus \$0.75 per hour will apply for daily hires.

**APPENDIX A**

~~Prior to contracting any NABET Local 700 CEP members, Productions which agree to become parties to this Agreement shall sign a Voluntary Recognition Agreement as follows on their own letterhead and forward it to the Union and the CFTPA. This Voluntary Recognition Agreement shall constitute a binding and irrevocable obligation by the Production Company to the terms and conditions of this Agreement.~~

**VOLUNTARY RECOGNITION AGREEMENT**

(Bargaining Authorization and Voluntary Recognition Agreement)

~~I, \_\_\_\_\_ (Insert name of individual) on behalf of the Production sited below and hereby acknowledge receipt of the Agreement dated January 1, 2006 to December 31, 2008 between the Canadian Film and Television Production Association (CFTPA) and the National Association of Broadcast Employees and Technicians, Local 700 Communications Energy and Paperworkers Union of Canada and state that I am authorized to execute this Agreement on behalf of~~

~~\_\_\_\_\_ (the "Production").~~

~~The Production hereby acknowledges that by executing this Voluntary Recognition Agreement it is becoming signatory to the said Agreement. The Production agrees to abide by and conform to all the terms and conditions contained herein.~~

~~All provisions of this Agreement as recognized by a Voluntary Recognition Agreement are binding and shall remain in full force and effect until all obligations are satisfied with respect to the production for which this Agreement has been executed.~~

~~This agreement is effective from, and all provisions of this Agreement, both monetary and non-monetary, shall apply on the earliest of the following dates:~~

- ~~a) \_\_\_\_\_ the date on which pre production commences, or~~
- ~~b) \_\_\_\_\_ the date on which any person is engaged to perform duties hereunder, or~~
- ~~c) \_\_\_\_\_ the date on which a Deal Memo is signed, or~~
- ~~d) \_\_\_\_\_ the date on which this agreement is signed.~~

~~The Production recognizes that NABET Local 700 CEP is the exclusive bargaining agent of technicians as defined in this agreement and recognizes CFTPA as the Producer's sole and exclusive bargaining agent.~~

~~\_\_\_\_\_ The Production hereby certifies that it is a member in good standing of the CFTPA:~~

~~Membership # \_\_\_\_\_~~

~~OR:~~

~~\_\_\_\_\_ The Producer hereby certifies that it is not a member in good standing of the CFTPA.~~

A copy of this Voluntary Recognition Agreement shall be forwarded to the CFTPA.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Name of Signatory Production)

\_\_\_\_\_  
\_\_\_\_\_  
(Address of Signatory Production)

\_\_\_\_\_  
\_\_\_\_\_  
(Phone and fax number of Signatory Production)

\_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Print or type name of Authorized Signatory)

Receipt of the above Voluntary Recognition Agreement is hereby confirmed by NABET 700 CEP.

\_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Print or type name of Authorized Signatory)

\_\_\_\_\_  
\_\_\_\_\_  
(Date)



APPENDIX A1

**VOLUNTARY RECOGNITION AGREEMENT**

**BETWEEN:**

**NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS,  
ASSOCIATION OF FILM CRAFTSMEN, LOCAL 700 COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA (NABET 700 CEP)**

(herein called the "Union")

- and -

(herein called the "Producer")

**WHEREAS** the Union is a trade union that represents Technicians engaged on a Motion Picture or Television production;

**AND WHEREAS** the Producer is in need of competent Technicians for the production of the motion picture/television production named in Article 1 hereof;

**AND WHEREAS** in order to ensure a supply of competent Technicians for the aforesaid production, the parties have entered into this Voluntary Recognition Agreement;

**NOW THEREFORE** the Union and the Producer agree as follows:

1. The Producer recognizes the Union as the sole and exclusive bargaining agent for all Technicians employed/engaged by the Producer on the following production: (insert name)
2. The Union and the Producer agree that the Collective Agreement between the Union and the Canadian Film and Television Production Association effective ~~January 1, 2007 to December 31, 2008~~ **January 1, 2010 to December 31, 2012** (the "Collective Agreement") shall apply to the production named in Article 1, including all amendments and/or renewals of such Collective Agreement.
3. The Producer shall apply the Collective Agreement to all Technicians employed/engaged by the Producer on the production named in Article 1 hereof and the Collective Agreement shall be effective on the earliest of the following dates:
  - the date on which pre-production commences, or
  - the date on which any person is engaged to perform duties hereunder, or
  - the date on which a Deal Memo (as listed in Appendix D) is signed, or
  - the date on which this agreement is signed.
4. Any dispute with respect to the interpretation, application, administration or alleged violation of this Voluntary Recognition Agreement shall be resolved pursuant to Article 6 of the Collective Agreement.

**IN WITNESS WHEREOF** the Union and the Producer have executed this Voluntary Recognition Agreement this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**FOR THE UNION:**

**FOR THE PRODUCER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Position

\_\_\_\_\_  
Print Name and Position

## APPENDIX A2

### SERIES AGREEMENT

**BETWEEN:**

**NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS,  
ASSOCIATION OF FILM CRAFTSMEN, LOCAL 700 COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA (NABET 700 CEP)**

(herein called the "Union")

- and -

(herein called the "Producer")

**WHEREAS** the Union is a trade union that represents Technicians engaged on a Motion Picture or Television production;

**AND WHEREAS** the Union and the Producer have entered into a Voluntary Recognition Agreement for a pilot production named \_\_\_\_\_ (insert name) and this pilot may become a series;

**NOW THEREFORE** the Union and the Producer agree as follows:

1. The Producer and the Union acknowledge the above recitals.
2. The Union and the Producer agree that the Collective Agreement between the Union and the Canadian Film and Television Production Association effective January 1, 2006 to December 31, 2008 (the "Collective Agreement") shall apply to every series that may be produced subsequent to the above-named pilot, including all amendments and/or renewals of such Collective Agreement.
3. The Producer shall apply the Collective Agreement to all Technicians employed/engaged by the Producer on the series and the Collective Agreement shall be effective on the earliest of the following dates:
  - the date on which pre-production commences, or
  - the date on which any person is engaged to perform duties hereunder, or
  - the date on which a Deal Memo (listed in Appendix D) is signed, or
  - the date on which this agreement is signed.
4. Any dispute with respect to the interpretation, application, administration or alleged violation of this Voluntary Recognition Agreement shall be resolved pursuant to Article 6 of the Collective Agreement.



**IN WITNESS WHEREOF** the Union and the Producer have executed this Voluntary Recognition Agreement this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**FOR THE UNION:**

**FOR THE PRODUCER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Position

\_\_\_\_\_  
Print Name and Position

**APPENDIX B**

**LIST OF ESTABLISHED PRODUCERS  
(Article 3.2 (b))**

100 Percent Film and Television Inc.  
Barna-Alper Productions  
Dufferin Gate Productions Inc.  
Epitome Pictures Inc.  
Muse Entertainment Enterprises Inc.  
Rhombus Media Inc.  
S&S Productions Inc.  
Screen Door Inc.  
Serendipity Point Films  
Sienna Films  
Shaftesbury Films  
Temple Street Productions  
Whizbang Films Inc.

**APPENDIX C**

**CORPORATE GUARANTEE**

RE: \*

This letter is to set out their terms of an agreement reached between \_\_\_\_\_  
"the Company" and the NABET, Local 700 ("Union"). This agreement applies to the production presently  
entitled "\*" (the "Production") to be produced by \*, ("Producer").

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

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

If at any time the Union advises the Company that in its view, in producing the Production, the Producer  
has acted in breach of the Agreement between Producer and the Union and/or has not met its obligation  
to pay its Technicians engaged with respect to the production as required on a weekly basis, "the  
Company" shall be required to immediately post a performance bond equal to two (2) weeks minimum  
scale remuneration for each member or permittee engaged by Producer to be held in trust by the Union  
for the protection of its members.

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

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

Signed and dated this \_\_\_\_\_ day of, 2001\_\_\_\_\_.

\_\_\_\_\_(“the Company”)

Per: \_\_\_\_\_  
          Signing Officer

NABET 700 CEP

Per: \_\_\_\_\_  
          Signing Officer

**APPENDIX D**

**NABET 700 CEP – CFTPA  
STANDARD FORM DEAL MEMORANDUM**

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

Type of Engagement (check one only):

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

Loanout Corp \_\_\_\_\_ **OR** GST# \_\_\_\_\_

Loanout Corp Name: \_\_\_\_\_ WSIB# \_\_\_\_\_

Type of Loanout Corp: Single Shareholder \_\_\_\_\_ Multi Shareholder \_\_\_\_\_  
(Check only one. Note: Producer may request additional documentation at its discretion)

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

Current Title of Motion Picture: \_\_\_\_\_

Job Classification: \_\_\_\_\_

NABET 700 CEP Member \_\_\_\_\_ Permittee \_\_\_\_\_ One Time Permit \_\_\_\_\_

Term of engagement (check one ONLY)

i) Daily \_\_\_\_\_ (do NOT include Finish Date below)

ii) Weekly \_\_\_\_\_ (do NOT include Finish Date below)

iii) Specific Term \_\_\_\_\_ (INCLUDE Finish Date below)

Finish Date for Specific Term contract: \_\_\_\_\_

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

Rate of Pay: \$ \_\_\_\_\_ per hour

\$ \_\_\_\_\_ per week (On average, a weekly flat rate shall in no way equal less than the minimum hourly rate, for all hours worked, according to all terms and conditions of the ~~2006-2008~~ 2010-2012 Collective Agreement between NABET 700 CEP and the CFTPA)

OTHER TERMS (i.e.: Credit, Kit, Vehicle, Cell Phone Rental etc...)

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I, the undersigned, hereby agree to be bound by all terms and conditions of the ~~2006-2008~~ 2010-2012 Collective Agreement between NABET 700 CEP and the CFTPA and to be represented exclusively by NABET 700 CEP for the duration of my engagement on this production.

I authorize the Producer or the Producers authorized representative to deduct from my wages and remit to the NABET 700 CEP business office appropriate fees and pension monies as outlined in the above-mentioned agreement. This includes where appropriate but in no way is limited to permit fees/ dues as outlined in Article 3.1 of said agreement.

I have read and understand the terms and conditions of Article 7.

All of the provisions of this ~~Deal~~ deal memorandum are subject to and must provide no less than the terms and conditions of the ~~2006-2008~~ 2010-2012 Collective Agreement between NABET 700 CEP and the CFTPA.

Accepted and agreed:

\_\_\_\_\_  
Print Name of Production Company

\_\_\_\_\_  
Signature of Union Member / Permittee / Permit

\_\_\_\_\_  
Signature of Producer or authorized Rep.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**\*Proof of residency may be required if requested.**

**APPENDIX E**

**NABET 700 CEP – CFTPA  
WORK PERMIT REQUEST**

Per Article 1.4 of the ~~2006-2008~~ 2010-2012 Collective Agreement between NABET 700 CEP and the CFTPA, I hereby make application for a work permit from NABET 700 CEP and of my own free will designate NABET 700 CEP as my sole and exclusive bargaining agent for collective bargaining purposes to establish minimum terms and conditions while I may be engaged as a

\_\_\_\_\_  
(Position)

on the production entitled \_\_\_\_\_,  
(Production Title)

being produced by \_\_\_\_\_  
(Production Company)

I hereby agree to be bound by and observe the NABET 700 CEP By-Laws, rules, regulations, orders and decisions of the NABET 700 CEP Executive Board as they now exist or as they may hereafter be amended.

I hereby agree to have deducted from my gross wages a permit fee/dues equivalent to seven percent (7%) of my gross wages and same remitted to the NABET 700 CEP business office on a weekly basis as prescribed by Article 3.1 (b) of the ~~2006-2008~~ 2010-2012 Collective Agreement between NABET 700 CEP and the CFTPA.

\_\_\_\_\_  
Signature of Applicant

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**For NABET 700 CEP use only**

Permit Request: \_\_\_\_\_ approved \_\_\_\_\_ denied Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Union Representative

\_\_\_\_\_  
Print Name of Authorized Union Representative

Reasons for denial of Permit Request:  
\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX F

### APPRENTICE

The CFTPFA and the Union mutually agree that each production becoming signatory to this Agreement shall utilize at least one apprentice, in a category to be determined by the Union.

Apprentices placed by the Union shall be either a member or permittee member at the Union's discretion, and shall be placed in concert with predefined training needs. (i.e. sound, hair, make-up, continuity, dolly grip, special effects departments). In no circumstances shall the engagement of apprentices reduce below industry standard the crewing levels in those departments. Apprentices shall not be required to incur overtime. Please see Schedule 2 for applicable rates.

**APPENDIX G**

**NABET 700 CEP – CFTPA  
BUDGET CERTIFICATION**

Per Article 16.8 of the ~~2006-2008~~ 2010-2012 Agreement between NABET 700 CEP and the CFTPA, I

the undersigned \_\_\_\_\_  
(Print name of Completion Guarantor, Producer or Producers Authorized Representative)

representing \_\_\_\_\_  
(Print Name of Completion Guarantor Company, Studio or Parent Company)

for the production \_\_\_\_\_  
(Print Title of Production)

being produced by \_\_\_\_\_  
(Print Name of Production Company)

certify that the budget dated \_\_\_\_\_ having a total production cost  
(Insert Date)

(above and below-the-line, all amortized and episodic expenses) of \_\_\_\_\_

in Canadian Funds, is the budget declared and approved by us for this production.

For series, indicate # of episodes \_\_\_\_\_

**For co-productions, please complete the following:**

The above-mentioned production is a co-production     Yes     No

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature of Signing Officer)

\_\_\_\_\_  
(Print Name of Signing Officer)



**APPENDIX H**

**APPENDIX I**

**APPENDIX J**

**Letter of Understanding**

The undersigned parties have negotiated a new Agreement for the term ~~January 1, 2006-December 31, 2008~~ **January 1, 2010 – December 31, 2012** and agree as follows:

- (a) In the event that a Producer engages persons who are in a classification of the VIDEO/TECHNICAL TV department, negotiations shall immediately commence to establish Minimum Rates for technician(s) in such classification(s). All other terms and conditions of the Agreement shall apply to Technicians in a classification of the VIDEO/TECHNICAL TV department.
- (b) If the parties are not able to meet to agree on the minimum rates for technician(s) in such classification(s) the minimum rates shall be settled by means of the grievance procedure Article 6 in the Agreement and the arbitrator shall have the jurisdiction to establish the minimum rates.
- (c) This Letter of Understanding shall be part of the new Agreement and enforceable under the Agreement.

**NATIONAL ASSOCIATION OF  
BROADCAST EMPLOYEES AND  
TECHNICIANS, ASSOCIATION OF  
FILM CRAFTSMEN, LOCAL 700  
COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
(NABET LOCAL 700 CEP)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Ahee, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terrence Henry, Senior Vice-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Iacobucci, Secretary Treasurer

**CANADIAN FILM & TELEVISION PRODUCTION ASSOCIATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Barrack, Chief Operating Officer and Chief Legal Officer

**APPENDIX K**

**Letter of Understanding**

**The undersigned parties have negotiated a new Agreement for the term January 1, 2010 – December 31, 2012 and agree as follows:**

- (a) The Union will provide the CFTPA with an outline of the Crew Rep training program.**
- (b) Should any substantive changes be made to the training program offered by the Union the CFTPA will be advised.**
- (c) The Union will train members on an as needed basis so as to provide quality representatives to signatory productions.**
- (d) The Union and CFTPA agree to meet and review the Crew Rep training program contents and the levels of training achieved by the Union on the one year anniversary of this Agreement.**

**NATIONAL ASSOCIATION OF  
BROADCAST EMPLOYEES AND  
TECHNICIANS, ASSOCIATION OF  
FILM CRAFTSMEN, LOCAL 700  
COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA  
(NABET LOCAL 700 CEP)**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan Ahee, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Terrence Henry, Senior Vice-President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank Iacobucci, Secretary Treasurer

**CANADIAN FILM & TELEVISION PRODUCTION ASSOCIATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Barrack, Chief Operating Officer and Chief Legal Officer