

COLLECTIVE AGREEMENT

BETWEEN

**THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES
AND CANADA, LOCAL 514
(IATSE LOCAL 514)**

**HEREINAFTER REFERRED TO COLLECTIVELY AS
“THE UNION”**

AND

**PRODUCTION
MORITZ BRIEF PRODUCTIONS INC. LLC
(ON THE BASIS OF SEX)**

**HEREINAFTER REFERRED TO AS
“THE COMPANY”**

WHEREAS it is in the interest of both parties to enter into a process of collective bargaining to determine the working conditions for the duration of this Agreement.

WHEREAS the Parties have agreed that all work will be done in a secure manner in respect of the Safety Rules for the Québec Film and Video Industry as well as any other pertinent laws or regulations.

WHEREAS the Parties have agreed that working in a cordial and harmonious atmosphere is essential to the creation and production of motion pictures in Quebec, and that such work shall be carried out without any work disruption due to strikes, work slowdown, study sessions, Union meetings or any other form of concerted action organized by the Union with the purpose, or having the effect, of slowing work down throughout the duration of this Agreement. The Parties also agree that the Company shall not declare a lock-out, either partial or total.

WHEREAS the parties have established a suitable grievance procedure to this end.

THE PURPOSE OF THIS COLLECTIVE AGREEMENT IS TO

Establish the minimum working conditions that shall apply to all Employees on the creation and production of motion pictures, and to establish the procedure to be followed to ensure that relations between the Parties remain harmonious at all times.

On The Basis Of Sex

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ARTICLE 1 DEFINITIONS

BASIC HOURLY RATE – The negotiated hourly rate in the individual Employment Contract for a position. This rate shall not be less than the minimum rate stipulated in the Appendix “B”.

COMPANY – Is recognized as the employer, exercising the functions of management, supervision, direction and control of all Employees and/or Dependent Contractors including, but not limited to, all matters relating to confidential planning, management policy and labour relations. When the text allows it, the term Company includes the representative of the Company.

CALL TIME or CALL – The specific time of day designated by the Company, or by the Employee at the request of the Company, when the Employee is to begin his workday.

DAILY EMPLOYEE or “DAILY” – An Employee whose services are retained by the Company on a daily basis.

DEPENDENT CONTRACTOR - A Corporation (or "Loan Out Company" as that phrase is used and understood in the motion picture industry) controlled by a person who is an Employee of that Corporation and performs work covered by this Agreement.

EMPLOYEE – Any person who holds a position covered by this Agreement, including a Dependent Contractor, as set forth in Appendix “B” and whose services have been retained directly by the Company. This includes members and non-members of the Union. All persons who are performing work covered by this Collective Agreement shall be referred to as "Employee" in the text of this Agreement.

FLAT DAILY RATE - The daily rate negotiated in the individual Employment Contract for a position. This rate shall not be less than the minimum rate stipulated in the Appendix “B”.

GUARANTEED WORKDAY – A workday for which the Company has contracted an Employee’s services beforehand and for which the Company agrees to pay the Employee, whether the Employee works that day or not.

INDIVIDUAL EMPLOYMENT CONTRACT or EMPLOYMENT CONTRACT – A written Agreement, whereby the Company retains the services of an Employee.

INCREMENT – Any increase of the basic hourly rate or the flat daily rate that affects the Employee’s pay. Some increments may be compounded for specific periods of time.

MOTION PICTURE - As used in this Agreement means and includes motion pictures whether made on film, tape or otherwise produced by means of a motion picture camera, electronic, or other devices or any combination of the foregoing, or any other means, methods or devices now used or which hereafter may be adopted.

PARTY – Unless otherwise specified, designates the Union on one hand, and on the other hand the Company.

PENALTY – Any additional payment that shall apply to the Employee’s hourly rate or to the applicable hourly rate due to a failure to comply with the Employee’s normal meal period or rest period. At no time shall the rate of pay including all premiums and penalties exceed three (3) times the Employee’s Hourly Rate.

PREMIUM – Supplementary fixed amount paid to an Employee who works under unusual circumstances covered by this Collective Agreement.

PRODUCTION - Includes pre-production, shooting and post-production. A season of a television series is also considered as a production.

REPRESENTATIVE OF THE COMPANY – A person hired by the Company and duly mandated to act on behalf of the latter in all matters covered by this Collective Agreement. A line producer and a production manager are such representatives of the Company.

UNION or IATSE – Used alone, designates the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada and/or the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, Local 514

UNION REPRESENTATIVE – A person not belonging to the technical crew, who is duly mandated by IATSE and authorized to act on its behalf in all matters covered by this Collective Agreement.

WEEKLY EMPLOYEE or “WEEKLY”- An Employee whose services are retained by the Company on a weekly basis.

ART. 2 JURISDICTION. UNION HIRING. UNION RIGHTS. SHOP STEWARD. UNION REPRESENTATIVE. SUBCONTRACTING

2.1 JURISDICTION

- 2.1.1 Except as expressly agreed to in article 5.3, the Company recognizes the Union as the sole bargaining agent and representative of all the Employees to whom this Collective Agreement shall apply, for any production or part of a production undertaken in the Province of Quebec.
- 2.1.2 All persons who are performing work covered by this Collective Agreement shall be referred to as "Employee" in the text of this Agreement.
- 2.1.3 The Company may negotiate modifications to this Agreement for one or more productions. Modifications will be applicable for the particular production(s) only, and will not constitute a precedent.
- 2.1.4 The Company agrees, in the case of a production or part of a production undertaken outside the Province of Quebec, to comply with this Agreement with respect to Union Employees hired within the Province of Quebec. In the event the Company elects to and does employ a employee in the Province of Quebec, to perform work outside the limits of the United States, its territories and Canada in any of the job classifications covered in the Appendix "B", such employee and the Company may make a "flat daily rate" contract agreement.
- 2.1.5 Before the departure of a crew for a shooting in a foreign country, the Company will discuss with the Employee and representatives of the Union any issues which could exist concerning the application of the collective Agreement during a shoot outside of Canada.
- 2.1.6 Productions covered by this Agreement include those produced on film, tape digitally, data or otherwise, whether by means of motion picture camera, electronic cameras, or new devices, without regard to their manner of distribution or viewing.

2.2 UNION PERSONNEL HIRING

- 2.2.1 Any Employee hired directly by a Company to fill a position, either in whole or in part that is represented by the IATSE is bound by this Agreement. In this capacity, the Company shall sign an Individual Employment Contract with the Employee.
- 2.2.2 The Union agrees to furnish all Employees covered by this Agreement to perform work in the job classifications of each department as listed in Appendix "B" of this Agreement, and that said Employees will be competent. A preference of employment provision that provides that in the event that the union is unable to furnish employees for a covered position, the Company may then hire from any source, in which case the Union will not be responsible to warrant competency or quality of workmanship
- 2.2.3 The Company agrees to employ only members in good standing with the union at their functions which they are registered to the union as that term is defined by law. For the purposes of this Agreement, a duly signed and sealed Union Work Authorization shall also constitute good standing with the Union. Failure to show good standing with the Union shall be sufficient reason and just cause for dismissal. If any Employee fails to show good standing, then the Union will provide written notice of such failure to the Company. If the Employee fails to remedy his or her lack of good standing with the Union within three (3) days after the Company receives such notice, the Company shall discharge the Employee.
- 2.2.4 In the case of a short-term emergency, any Employee may be required to perform work in any job classification in which he is assigned. If at the direction of the Company, an Employee works for two (2) hours or more in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The Employee automatically reverts to his regular rate and classification on the following day unless he is notified to the contrary. Under no circumstances may this reassignment bring about a reduction in his rate.
- 2.2.5 Article 2.2.4 shall not be construed to limit drivers who as part of their duties are expected to assist with the loading and unloading of vehicles.
- 2.2.6 The Company agrees that when placing calls for crew availability it will clearly indicate to the potential Employee whether the call is a daily or weekly position.
- 2.2.7 The Company recognizes the union's jurisdiction and job classifications as set out in Appendix "B" of this Agreement and agrees not to directly or indirectly change, delete, alter or amend the jobs, transfer job functions from one classification to another, or establish a new job classification without the written consent of the union.
- 2.2.8 The Company agrees not to assign work to an Employee, which would have the effect of excluding that Employee from the protection of Union membership.
- 2.2.9 Under the general supervision of the Company, the Union Department Heads shall be responsible for the striking, inspection, handling, placing of sets, electrical equipment, properties, wardrobe, or equipment as it applies to their areas of duties. The Company agrees to employ sufficient personnel in every department so that each department is able to safely and efficiently complete their work. Each department shall have one Department Head at the applicable rate.
- 2.2.10 The Company shall send the Union, as soon as possible, the following lists: the crew list by department, the shooting calendar, as well as the addresses of all work places and Individual Employment Contracts.

2.3 UNION RIGHTS

- 2.3.1 An Employee's active participation in Union activities or his involvement within the Union, either as a member or Union Officer, shall in no way be cause for a refusal to hire, nor be cause for dismissal, prejudicial treatment, hostility or bias against said Employee.

- 2.3.2** The Company agrees not to exert any direct or indirect pressure on an Employee with the intent of dissuading him from participating in a Union activity or exercising a right recognized by this Agreement, nor with the intent of persuading him to give up any rights conferred by this Agreement.
- 2.3.3** It shall not be a violation of this Agreement, and it shall not be cause for dismissal or disciplinary action in the event an Employee refuses to enter upon any property involved in a labour dispute sanctioned by the Province of Quebec, or refuses to go through or work behind a picket line, including a picket line at the Company's place of business or workplace. However, such Employee may be temporarily replaced for the time period in which a picket line is at issue.
- 2.3.4** The Union agrees that if such a picket line is deemed illegal, the Union will use its best efforts to encourage Employees to go to work. However, if such efforts are unsuccessful, the Union cannot be held accountable if sued for loss in arbitration at the Quebec Labour Relations Board or in the Courts, unless the action was sanctioned or condoned by the Union.

2.4 SHOP STEWARD

The Company shall recognize a Shop Steward as appointed by the Union and/or elected by the Employees at each shooting place and/or work place. Any person so appointed and/or elected shall have the complete cooperation of the Company in the reasonable performance of his duties to inspect all working conditions affecting the terms of this Agreement.

2.5 UNION REPRESENTATIVE

- 2.5.1** Union representatives shall be permitted to visit any production location and/or site during the hours when Employees are working, provided work is not disrupted and the representative complies with the reasonable and generally applied visitor and security rules as established by the Company.
- 2.5.2** Union representatives shall be permitted to visit any production office provided advance notice is given to the Company prior to such visit.

2.6 SUBCONTRACTING

The Company will not subcontract bargaining unit work performed by Employees covered by this Agreement unless the Union consents thereto. Subcontractor employees are not covered by this collective agreement; however, the employer agrees to pay the union the sum of twelve percent (12%) of the total weekly earnings of each employee of the subcontractor as if the work by each employee of a subcontractor had been done by an employee. The cost of subcontracting does not apply for A & R Brochu and FADA.

ART. 3 RIGHTS AND OBLIGATIONS

- 3.1** Subject to the terms of this Agreement, the Union recognizes the Company's right to manage and direct its operations and to exercise all the management functions necessary to running its business. The Union recognizes that these management rights and administrative prerogatives belong exclusively to the Company and its representatives.
- 3.2** These management rights include, but are not limited to, the right and the authority to hire personnel, to take any appropriate disciplinary action, including dismissal for cause, to set and modify work schedules, to assign tasks, to determine and decide upon production methods and shooting locations, as well as the firms and suppliers with whom it will do business, and the equipment that it will use. The Union acknowledges the Company's right to select the head department, and the Company agrees to consult with the head of each department in the selection of personnel for that department, but the selection of any and all employees shall be within the sole discretion of the Company within the provisions of Article 2.2.
- 3.3** The Union acknowledges the Company's right to make such rules and regulations as may be deemed necessary for the conduct and management of its operations. The Union agrees that its members shall obey all rules and directions of any authorized representative of the Company insofar as they do not conflict with the terms of this Agreement.
- 3.4** The Company or its successors or assignees shall maintain the legal status of the Company and shall not permit same to be liquidated, wound down or dissolved until all of the Company's obligations under this Agreement have been fully and finally performed and satisfied unless outstanding obligations are guaranteed by the distributor.
- 3.5** If there is a change in the Company's name or the title of the motion picture, the Company agrees to notify the union, in writing, as soon as reasonably possible.
- 3.6** Where a Company assigns, transfers, cedes, sells, or otherwise causes a third party to become the Company of the Production, the Company and such third party shall be jointly and severally liable for all duties, obligations and payments owing to any Employees and the Union under this Agreement, unless such third party assumes all of the Company's obligations hereunder.
- 3.7** The Company agrees to bring all employees under the terms of the applicable Worker's Compensation Board / Workplace Safety & Insurance Board / Workplace Health, Safety and Compensation Commission in the Province of Quebec and in any other jurisdiction where work on the production is to take place. Certificates of valid enrollment or such other forms of proof thereof as is satisfactory to Local 514, shall be provided to it before employment commences. An appropriate first aid kit shall accompany all production crews wherever they may be working. When the Company determines, in consultation with the Union, the working conditions to be dangerous or hazardous, an employee holder of a valid certificate of first aid, such as defines in article 18.16, will be employed.
- 3.8** The Company undertakes to supply at request of the Union, the proof of a general liability insurance policy covering all the Employees.

- 3.9 The parties agree that employees who are members of IATSE in good standing is entitled to recognition and the exercise in full equality of all rights and benefits of the collective agreement, without distinction, exclusion or preference based on race, color, sex, age, marital status, religion, political convictions, language, ethnic or national origin, sexual orientation. Discrimination exists where such a distinction, exclusion or preference is to reduce or compromise the rights and benefits under the collective agreement. A distinction, exclusion or preference based on the aptitudes or qualifications required for an employment is deemed non-discriminatory.

ART. 4 SCREEN CREDITS

- 4.1 Except in the case of restrictions imposed by the broadcaster and/or the distributor, the Company will grant a screen credit to Department Heads, members of IATSE, corresponding to the position that appears in their Employment Contracts, unless another understanding has been reached beforehand in said Contracts. The Company shall continue to give credits in accordance with its Company policy.
- 4.2 IATSE International emblem shall be added to the screen credits by the Company.
- 4.3 Any Employee who wishes to have his name removed from the screen credits must notify the Company in writing, at the latest at the time said screen credits are composed, and the Company agrees to comply with such a request.

ART. 5 REMUNERATION. INDIVIDUAL EMPLOYMENT CONTRACT. WORK AUTHORIZATION. POSITION

5.1 REMUNERATION

- 5.1.1 The Company agrees to pay Employees remuneration at rates not less than the minimum rates set out in Appendix "B" of this Agreement.
- 5.1.2 Nothing in this Agreement shall prevent any Employee from negotiating and obtaining from the Company, better conditions, and terms of employment than those herein provided.
- 5.1.3 The granting to any Employee of better rates, conditions and/or terms provided herein, shall not be construed in any manner as a precedent for granting similar rates, conditions and/or terms to other individuals.
- 5.1.4 Payment for work performed and any other payments or considerations shall be paid on Friday of the following week, at or before 6:00 p.m. (18 h 00) for work performed prior to the work week ending Saturday at midnight. The Company shall affix a copy of the Employee's time sheet to the pay-cheque, showing earnings in detail.
- 5.1.5 In the event of late payment by the Company, a penalty equivalent to twelve (12) percent per year of the gross wages for that week shall be paid to the Employee and such penalty shall be added to the next week's wages, or if none, by a separate cheque. In the case of a missing cheque caused by the Company, the penalty for late payment of wages commences forty-eight (48) hours after written notice of a missing cheque has been given to the Company.
- 5.1.6 The pay slip must be drafted in French and English.

5.2 INDIVIDUAL EMPLOYMENT CONTRACT

- 5.2.1 The company shall use the Contract form provided by the IATSE Local 514. All related Addenda and the Employment Contract shall be written in French, however an English version of the Employment Contract and the Appendices can accompany the Contract in French. Appendix C.
- 5.2.2 At the time the Employment Contract is signed, it must be accompanied by any addendum negotiated with the union.
- 5.2.3 By the signature of the Employment Contract, the Employee authorizes the deduction stipulated in this Collective Agreement.
- 5.2.4 No Employment Contract may contain any clause that conflicts with, or decreases the terms and/or benefits of this Collective Agreement.
- 5.2.5 No individual Contract may contain clauses that are contrary to the provisions of this collective agreement. If an employment Contract, verbal or otherwise, provides for lesser conditions and terms of employment than those this Agreement provides for, then those lesser conditions and terms are null and void and of no effect and the terms and conditions of this Agreement apply to replace the Contracts expunged terms and conditions.
- 5.2.6 The Company shall complete and sign the Employment Contract, have it signed by the Employee, and give him one copy at the latest upon the Employee's arrival and before he performs any work.
- 5.2.7 The Company shall send to the Union a copy of all the Employment Contract within five (5) business days of the Contracts' signing.
- 5.2.8 The Company can sign one of the following Contract options:
- 5.2.8.1 A weekly Employment Contract, only applicable to IATSE members, which is renewed automatically from week to week. These renewals are considered as the same Contract for the purposes of application of the present collective Agreement. The weekly Contract guarantees any five (5) consecutive days of remuneration per week of seven (7) days. The first and last week of employment may have less than five (5) guaranteed days.
- 5.2.8.2 A daily Employment Contract, containing a number of guaranteed workdays. A daily Employment Contract, containing more than fourteen (14) days worked over a period of twenty-one (21) days, not applicable to employees working exclusively on the second unit, becomes automatically a weekly Employment Contract.

- 5.2.9** The signature of several Employment Contracts on the same production cannot have the effect of depriving an Employee of any rights contained in the present Agreement.
- 5.2.10** A member IATSE cannot work on an IATSE 514 production at another function than that or those under which he is registered at the union. If the production wants to hire a member IATSE to working on another function than that or those under which he is registered, production and the immediate supervisor must file a request with the Application Form of Authorization.

5.3 WORK AUTHORIZATION

- 5.3.1** In the event that the Company makes a request to employ a member IATSE 514 not registered with the union at their function or an individual who is not a member of the IATSE 514, the Company shall submit the request in writing along with the following information to the Union for consideration in the granting of an authorization of work:
- 5.3.1.1** A description of the position to be held by the individual being authorized;
- 5.3.1.2** The reasons for the necessity of that individual being authorized;
- 5.3.1.3** A list of credits or a resume of the individual being authorized;
- 5.3.1.4** Proof of the Union affiliation and/or standing of the individual being authorized. Copy of the IATSE membership card, recto verso;
- 5.3.1.5** Proof of use and launch of the "Recruiter" IATSE 514 on the website for the positionsought.
- 5.3.1.6** A completed Union Work Authorization Application signed by the Company file at least ten (10) working days prior to hiring. Appendix D.
- 5.3.1.7** The reasons for not hiring an IATSE 514 member that would be available to the function, in accordance with Article 5.3.1.5.
- 5.3.2** If it is deemed necessary to employ individuals who are not members of the Union, and the Company has met the conditions in article 5.3, the Union shall not unreasonably deny the granting of a work authorization for a period not exceeding the duration of the production and only after the following conditions have been met.
- 5.3.2.1** These individuals have been approved by the appropriate government agency, in co-operation with the Union if necessary;
- 5.3.2.2** The rates, conditions, and/or terms of this Collective Agreement regarding Union personnel have been met except when another Collective Agreement applies which terms in the aggregate do not diminish the terms of the present Agreement.
- 5.3.3** The Company shall not hire an individual who is not a Union member until the Company has received a copy of the authorization application, duly approved by the Union.
- 5.4 POSITION**
- The position which the Employee is hired to fill for a production is to be determined prior to his being hired and remains in effect for the duration of his Employment Contract.

ART. 6 LAY-OFFS, DISMISSAL, CANCELLATION OF DAILY CALLS

6.1 LAY-OFFS

- 6.1.1** Before any lay-offs, the weekly Employee shall be given in writing one (1) weeks' notice of lay-off or one (1) week's severance pay. A production schedule that identifies an end date shall be sufficient notice. In order for the day of notice to count towards the one (1) week period, such notice shall be given not later than the conclusion of the first (1st) meal period of that day. If notice is given later than the conclusion of the first (1st) meal period of that day, then the one (1) week period shall commence on the following day. One (1) week shall be considered to be five (5) working days. In turn, a weekly Employee shall give the Company one (1) weeks' notice before resigning.
- 6.1.2** During an initial three (3) week period, the Company at its sole discretion, may lay-off a weekly Employee at the conclusion of a work week without further payment or obligation.
- 6.1.3** Employees that were authorized to occupy a given position will be laid-off before employee's members of IATSE 514 that are qualified to occupy that position.

6.2 DISMISSAL

- 6.2.1** The Company may dismiss any Employee on the spot for deliberate non-compliance or grievous wrongdoing on the latter's part. Within forty-eight (48) hours following the dismissal, the Company shall notify the Employee in writing of the reasons for the dismissal, and a copy shall be forwarded to the Union.
- 6.2.2** The parties agree that the principles of progressive discipline will be applied in appropriate circumstances. The Company agrees to provide the Union with a copy of written reprimands and/or a written notice of discipline that exceeds a written reprimand in severity, including discharge.

6.3 CANCELLATION OF DAILY CALLS

- 6.3.1** The Company can cancel a call by giving the Employee notice of cancellation at wrap of the previous day or twelve (12) hours prior to the daily call. Any daily Employee not personally notified of his layoff at the end of his shift shall be considered as having been called for a minimum daily call the next day. No Employee may be laid off after that person has finished his shift and left the studio, the location site or any other place of employment. There shall be no stand-by calls.

ART. 7 STUDIO ZONE

7.1 COMMUTING TRAVEL

- 7.1.1 The following boundaries shall be referred to as the Studio Zone:
- 7.1.1.1 Inside the limits of the islands of Montreal, Bizard and Jesus (City of Laval).
- 7.1.1.2 Within a radius of twenty-five (25) kilometers from the Papineau subway station in Montréal (fifty (50) kilometers diameter). See Appendix "A".
- 7.1.2 When an Employee is required to work outside the Studio Zone foreseen in article 7.1, his call originates and terminates at the perimeter of the radius of the twenty-five (25) kilometer zone (fifty (50) kilometers diameter). See Appendix "A". Such travel time spent, outside the Studio Zone foreseen in article 7.1, shall be considered as time worked.
- 7.1.3 Travel time from a location outside the zone to the perimeter of the twenty-five (25) kilometer (fifty (50) kilometers diameter see Appendix "A") zone shall be paid at the rate in use and effect during the last hour of work at the location, but the hourly rate for travel time shall not exceed two (2) times the Basic Hourly Rate.
- 7.1.4 For locations outside the boundaries of the Studio Zones where the Employee will not be required to be lodged overnight, the Company shall provide transportation to and from the location from a marshaling point or points within the Studio Zone.

7.2 TRAVEL AND ACCOMMODATIONS

- 7.2.1 On distant locations, when the Company provides accommodations for the Employee, the travel time from the accommodation to the workplace and back shall be considered as time worked.
- 7.2.2 When the commuting travel time of an Employee does not take place on a workday, this day is not calculated as a workday. The Employee shall receive a minimum allowance of four (4) hours at the Basic Hourly Rate, or real time traveled, until a maximum of ten (10) hours. at the Basic Hourly Rate split in increments of ten (10) minutes.
- 7.2.3 If the travel time stipulated in Article 7.2.2 exceeds ten (10) hours, this travel time must be necessarily followed by a minimum of ten (10) hours of rest.
- 7.2.4 When an Employee is traveling to and from a distant location, first class transportation shall be provided by the Company. When traveling by air, economy class shall be considered first class transportation. When traveling by air, for more than five (5) hours of flight, business class shall be considered first class transportation.
- 7.2.5 When an Employee is required to travel, he shall be insured by the Company for the duration of the travel, including the return trip, for the sum of Two Hundred and Fifty Thousand dollars (\$250,000). Employees shall be required by the Company to fill out a form specifying a beneficiary. This form shall be filed with the designated representative of the Company, and a copy forwarded to the Union.
- 7.2.6 An Employee refusing in good faith to travel by plane or helicopter will not jeopardize his future working opportunities on future assignments, which do not require travel by plane or helicopter.
- 7.2.7 The Company shall provide for all works outside of the Studio Zone, secure or supervised parking or reimburse each Employee for parking fees on the same day that the fees are incurred. Parking will be provided within a reasonable distance from the work site.
- 7.2.8 When an Employee is required by the Company to move from one place of work to another, the Company shall supply proper transport. Such time spent shall be considered as time worked. Employees may not ride in the back of trucks or in the freight area of any vehicle.
- 7.2.9 When the Company asks an Employee to use his personal vehicle in the performance of his duties, the Company will compensate the Employee a minimum of fifty-six cents (0.56\$) per kilometer, this compensation is understood to include maintenance and insurance.
- 7.2.10 All time spent driving a production vehicle is working hours.

ART. 8 OUT-OF-TOWN EXPENSES – PER DIEM

- 8.1 The Company shall not cover any per diem expenses when the Employee's work is performed within the Studio Zone set out in Article 7.1.
- 8.2 If the Employee's work is performed outside of the Studio Zone, the Company shall pay for the meals from the beginning to the end of the workday at the following rates:
- 8.2.1
- | | |
|------------|------|
| Breakfast: | \$15 |
| Lunch: | \$25 |
| Dinner: | \$35 |
- 8.3 Where the workday exceeds sixteen (16) hours outside the Studio Zone including travel time, the Company must provide per diem expenses for three meals, except for the meals that were provided at the Company's expense.
- 8.4 Where the Company provides a meal, it shall not have to pay the per diem stipulated for said meal.

- 8.5 If the Company furnishes accommodations, the Company shall make the reservations, pay for the hotel room and pay the Employee a meal allowance, as defined in Article 8.2. Each Employee is entitled to have his own room, which must meet CAA Québec standards.
- 8.6 The Company agrees that where meals at the above-mentioned standards are unavailable, the Company will re-adjust the amounts set forth in article 8.2.
- 8.7 On distant locations (where hotel accommodations are provided), each Employee shall be notified prior to departure as to what accommodations are available on location. All Employees shall be informed at least twenty-four (24) hours prior to departure as to what kind, class, or mode of transportation will be furnished. The return fare is to be paid before departure.
- 8.8 If an Employee is required to work in the United States, the per diem amounts shall be paid in U.S. dollars.
- 8.9 If an Employee is required to work outside of Canada and the United States, the Company shall adjust the out-of-town expenses in keeping with corresponding amounts in these countries, with said amounts not being less than the rates set out in Article 8.2.
- 8.10 For an Employee on a distant location (where hotel accommodations are provided) for fourteen (14) days or more, such Employee shall receive a premium of thirty dollars (\$30) per week. This payment shall be retro-active to the first week of employment at said location.
- 8.11 On distant locations, the amounts stipulated in Articles 8.2 and 8.10 shall be paid in cash or by cheque, no later than the technician's scheduled departure day.
- 8.12 When any workday at any location outside the Studio Zone, foreseen in article 7.1, is fourteen (14) hours worked in duration or longer not including meal, the employer, will make reservations for and pay the full cost of single occupancy, first class accommodation equivalent to CAA or AAA standards. When an Employee is required to work.

ART. 9 WORK SCHEDULE. WORK CYCLE. OVERTIME. EXTRA WORKDAYS. TIME SHEET. CALL SHEET

9.1 WORK SCHEDULE

- 9.1.1 The work week schedule shall consist of any five (5) consecutive days out of any seven (7) consecutive days starting on the first of such five (5) days, the sixth (6th) and seventh (7th) days shall be the consecutive days off. All the employees working exclusively on a second unit, the work week schedule, shall consist of any five (5) days out of any seven (7) days, the sixth (6th) and seventh (7th) days shall be consecutive days off.
- 9.1.2 Once every six (6) shooting weeks, the Company may shift the work week schedule, without penalty, by doing either of the following:
 - 9.1.2.1 Push the work week schedule forward by one (1) or two (2) days by adding one (1) or two (2) days off consecutive to the seventh (7th) day off of the work week provided that each additional day off shall include an additional twenty-four (24) hour rest period. If work is performed on any of the additional days off, the rate of pay shall be that of a seventh (7th) day of work.
 - 9.1.2.2 Pull the work week schedule back by one (1) day, by changing the shifted work week, provided that the sixth (6th) day of the work week is a day off unpaid and provided that a thirty-four (34) hour rest period applies. Or pull the work week back by one (1) day, by changing the shifted work week, provided that the fifth (5) day and the sixth (6th) day of the work week is two (2) days off unpaid and provided that a fifty-two (52) hour rest period applies. Or pull the work week back by two (2) days, by changing the shifted work week, provided that the fifth (5th) day of the work week is a day off unpaid and provided that a thirty-four (34) hour rest period applies.
- 9.1.2.3 The parties recognize that Off-Set employees, Splinter Units, 2nd Units, may have a different individual work week schedule than that of the Main Shooting Unit, in accordance with the article 9.1.2.
- 9.1.3 The Company will notify the Employees and the Union at least seven (7) calendar days beforehand of any required shifts to the work schedule. Changes to the work week schedule shall be in accordance with article 9.1.2. In no event, may the Company shift the work week schedule to avoid paying for an unworked holiday.
- 9.1.4 The work week schedule during the pre-production may be different than the work week of production. The change in work week schedule from pre-production to production shall not be considered a shift. However, it is agreed and understood that there shall be a minimum of one (1) day off between pre-production and production. If work is performed on that day, the rate of pay shall be that of a seventh (7th) day of work.

9.2 WORK CYCLE

- 9.2.1 The normal workday shall consist of eight (8) consecutive hours, excluding meal periods. This workday can begin on one day and finish on the following day.
- 9.2.2 The minimum daily call is eight (8) hours of work plus one (1) unpaid meal break. There shall be no split shifts.
- 9.2.3 Hours worked shall be calculated in sixths (6) of an hour increments (ten (10) minutes).
- 9.2.4 Special work schedules of four (4) guaranteed hours may be established by a producer in the following cases of scouting locations, rushes and production meetings when the producer requires the technician's participation
 - 9.2.4.1 A technician called upon to work according to a special schedule as set out in Article 9.2.4 shall be paid a minimum of four (4) hours. An hourly technician shall be paid at his Basic Hourly Rate for these four (4) hours. If the technician is paid on a flat daily rate basis, he shall receive half of his flat daily rate for a maximum of four (4) hours work.

- 9.2.4.2** If the work takes more than four (4) hours, the technician's day shall then be paid like a normal workday with the daily guarantee provided for in Article 9.2.2.
- 9.2.5 "Quebec Hours"; The Company may institute "Quebec Hours" only with the approval of a majority of the affected IATSE represented crew, such vote shall be by anonymous ballot.
- 9.2.5.1** An eleven (11) hour period of elapsed time commencing with the general crew call and ending after camera wrap, which includes one (1) hour of paid meal period before work begins; or includes one-half (½) hour paid meal period before the shift begins and two (2) fifteen (15) minute paid breaks during the rest of such eleven (11) hour period. This eleven (11) hour period shall not be considered a guarantee of eleven (11) hours of work or pay.
- 9.2.5.2** Should work continue past the eleventh (11th) hour, such work shall be paid for by the additional payment of the applicable rates of overtime pay.
- 9.2.5.3** Any Employer that institutes Quebec Hours will provide a continuing hot buffet accessible to the Employees.
- 9.2.5.4** Meal penalties shall apply if work continues past eleven (11) hours of elapsed time commencing with the general crew call, in which case meal penalties shall be paid commencing at the end of the sixth (6th) hour from the beginning of the general crew call.
- 9.2.5.5** All Employees not on scheduled Quebec Hours shall be accorded the meal standards per Article 10.2 and 10.3 of this Agreement.
- 9.2.6 If the employee requests and obtains from the employer permission to leave before the end of his shift, the employer has the obligation to pay only the actual hours worked.
- 9.3 OVERTIME**
- 9.3.1 Overtime is time that is made available to the Company outside of the normal working day.
- 9.3.2 For Employees paid on an hourly basis, all working hours or fractions thereof, in excess of eight (8) hours per workday, shall be paid at one and one-half (1.5) times the Basic Hourly Rate up to the twelfth (12th) work hour.
- 9.3.3 For Employees paid on an hourly basis, all working hours or fractions thereof, in excess of twelfth (12th) hour, shall be paid at two (2) times the Basic Hourly Rate.
- 9.4 EXTRA WORKDAYS**
- 9.4.1 When an Employee is required to work a sixth (6th) day in the work week after five (5) days at straight time, the hourly rate of pay for the minimum daily call on that sixth (6th) day shall be one and one-half (1 1/2) times the Applicable Hourly Rate. The hourly rate of pay for work after 8 work hours shall be two (2) times the Applicable hourly rate. The hourly rate of pay for all work after twelve (12) work hours shall be two and one half (2.50) times the Applicable Hourly Rate.
- 9.4.2 When an Employee is required to work a seventh (7th) day in the work week after five (5) days at straight time and one (1) days at straight time and one half (1.5), the hourly rate of pay for the minimum daily call on that seventh (7th) day shall be two (2) times the Applicable Hourly Rate. The hourly rate of pay for all work after 8 work hours shall be three (3) times the Applicable Hourly Rate.
- 9.5 TIME SHEET**
- 9.5.1 All hours worked by any Employee must be indicated on his individual weekly timesheet.
- 9.5.2 The Employee may refuse to initial his time sheet if he considers that there is a discrepancy between the hours shown and the hours worked.
- 9.6 CALL SHEETS**
- 9.6.1 The call sheets must be distributed to the entire crew and to the Union, at the latest twelve (12) hours before the Employee's call time for the next day of shooting, or at the wrap on the preceding day.
- 9.6.2 All employees working on the set and/or at proximity and part of the shooting team must be inscribed on the call sheet.

ART. 10 CREW CALL. MEAL PERIOD. MEAL SCHEDULE. REST PERIOD. NIGHT PREMIUM. SCRIPT SUPERVISOR PREMIUM

- 10.1 CREW CALL**
- 10.1.1** The crew call is established by the Company as the start of the workday and is used for the calculation of the first meal period. The time of the crew call shall be indicated on the call sheet.
- 10.1.2** All Employees who work before the crew call must have a fifteen (15) minute paid break with a hot snack no later than one (1) hour after the crew call. The first meal period of these Employees will then begin no later than six (6) hours after the crew call.
- 10.2 MEAL PERIOD**
- 10.2.1** Any meal provided by the Company must constitute a standard meal for that particular time of day.
- 10.2.2** The first meal period is calculated from the crew call. For "off-set" Employees, the first meal period shall be calculated from the start of the Employee's workday.
- 10.2.3** Meal periods begin from the time the Employee arrives at the location where the meals are served. Every Employee has the right to a minimum of thirty (30) minutes to consume the meal.

10.2.4 Employees must obtain the authorization of the Company or its representative before doing any work which may incur a meal penalty.

10.3 MEAL SCHEDULE

10.3.1 A first unpaid meal period of one (1) hour must be granted to the Employee after at least three (3) hours and no more than six (6) hours of work, as stipulated in Article 10.2.2

10.3.2 All the meals mentioned in article 10.3.1 are served at the workplace by the Company at its expense for all the employees working on set during the production. For all employees working off set and in pre-production, meals are served at the discretion of the Company.

10.3.3 Another paid meal period of at least thirty (30) minutes must be granted and served at the workplace by the Company at its expense to the Employee after at least three (3) hours and no more than six (6) hours of work for each resumption of work that follows the first meal period.

10.3.4 Instead of the first meal period stipulated in Article 10.3.1, the Company may establish a paid meal period of at least thirty (30) minutes.

10.3.5 If an Employee is unable to have a meal period by the times specified in Article 10.3 the Company shall be required to pay a meal penalty of two (2) times the rate of pay in use and effect based on hourly increments, but calculated in ten (10) minute segments until such a meal period is provided. Any part of a ten (10) minute period shall constitute a full ten (10) minute period, and at no time shall the rate of pay, inclusive of meal and rest period penalties, exceed three (3) times the basic hourly rate.

10.3.6 The time required to travel to and return from a meal place shall be part of the hours worked. However, the time required to travel to the meal place for any meal does not entail a meal penalty.

10.3.7 Before the first meal period, the Company shall have a maximum ten (10) minute grace period to complete a shot in progress before article 10.3.5 applies. This grace period shall not cause the Employee's meal period to be shortened. Additionally, this grace period shall not be used more than two (2) times per five (5) working days.

10.3.8 For wrap, the six (6) hour work period following the end of the last meal period may be extended by the Employer for a maximum of 5/10 (.5) hour. If work exceeds such extension, then meal penalties shall be calculated and paid from the end of such six (6) hour work period.

10.4 REST PERIOD

10.4.1 There must be a rest period of at least ten (10) hours between the end of the Employee's workday and the beginning of his next workday.

10.4.2 If the working hours of the Employee are sixteen (16) hours or more in a workday, the daily rest period foreseen in the article 10.4.1 shall be increased to twelve (12) hours.

10.4.3 After five (5) consecutive working days, the rest period consisting of two (2) days off between two (2) workdays shall be fifty-two (52) hours.

10.4.4 After six (6) consecutive working days, the rest period consisting of one (1) day off between two (2) workdays shall be thirty-four (34) hours.

10.4.5 Encroachment on an Employee's rest period shall be paid at two (2) times the Basic Hourly Rate for each of the hour of work, calculated in ten (10) minute segments.

10.4.6 Employees having less than eight (8) hours rest will be paid at three (3) times the Basic Hourly Rate for each of the hours or fractions thereof worked within these eight (8) hours.

10.4.7 After seven (7) consecutive working days, if requested by the employee, the minimum break time between the end of a work day and the start of the following work day for a work week of seven (7) days shall be twenty-four (24) hours consecutive hours of rest.

10.4.8 Employees working with a daily employment contract and/or exclusively in the second unit, the minimum rest period for a non-working day between the end of a working day and the beginning of the next work day is twenty-four (24) hours, if the employees works less than five (5) days in the sameworkweek.

10.5 SCRIPT SUPERVISOR PREMIUM

When two or more cameras are utilized simultaneously for 50% or more of the shooting time in a day, the Script Supervisor shall be paid an additional sum of forty-five dollars (\$45.00). This premium shall not be included in the calculation of increments and penalties. The employment conditions of the Script Supervisor shall include an allowance of two (2) work hours off the set, payable at the applicable hourly rate at the time of the wrap call. The Script Supervisor premium may be different on days when he works with an assistant script.

10.6 NIGHT PREMIUM

For all hours or fractions of hours made available to the Company between 12:00 a.m. and 6:00 a.m., the Employee shall receive a premium of three dollars (\$3) per hour. This premium shall not be used in the calculation of overtime and penalties. This night premium applies exclusively to any work in studio, and to the editors and assistant editors allocated to night schedules, at the request of the Company. A studio is defined as any space serving for sheltering a set, an Ultimate (ex: Blue Screen) and/or elements used to create optical or special effects which could be reproduced somewhere else.

ART. 11 FLAT DAILY RATE

Only the following Employees may be paid on a Flat Daily Rate basis on four teen (14) times hours rates:

All Coordinator, all Assistant Coordinator, Production Secretary, Travel Secretary, Costume Designer, Assistant Costume Designer, Key Wardrobe Master, Wardrobe Master, Wardrobe Buyer, Assistant Wardrobe Master, Key Decorator, Decorator, Assistant Decorator, Property Master, Key Props Off Set, Props Off Set, Graphic Artist, Key Model Maker, Model Maker, Set Vehicle Coordinator, Assistant Set Vehicle Coordinator, Construction Supervisor, Special Effects Technician Supervisor, Unit Manager, Editor, Assistant Editor, Sound Editor, Assistant Sound Editor, Weapon Supervisor and Transport Captain.

11.1 OVERTIME FOR EMPLOYEES ON A FLAT DAILYRATE

11.1.1 For Employees paid on a flat rate, all working hours or fractions thereof, after fourteen (14) hours of work, shall be paid at one-eighth (1/8th) the Flat Daily Rate per hour. For all working hours or fractions thereof, after seventeen (17) hours of work, Employees shall be paid at one-quarter (1/4) the Flat Daily Rate per hour.

11.1.2 6th Workday, for Employees paid on a flat rate: The Applicable Daily Rate for work performed on a sixth (6th) day shall be one and a half (1 1/2) times the Flat Daily Rate for fourteen (14) hours of work. All working hours or fractions thereof after fourteen (14) hours of work shall be paid at one-eighth (1/8th) the Applicable Daily Rate per hour. All working hours or fractions thereof after seventeen (17) hours of work shall be paid at one-quarter (1/4) the Applicable Daily Rate perhour.

11.1.3 7th Workday, for Employees paid on a flat rate: The Applicable Daily Rate for work performed on a seventh (7th) day shall be two (2) times the Flat Daily Rate for fourteen (14) hours of work. All working hours or fractions thereof after fourteen (14) hours of work shall be paid at one-eight (1/8th) the Applicable Daily Rate per hour. All working hours or fractions thereof after seventeen (17) hours of work shall be paid at one-quarter (1/4) the Applicable Daily Rate perhour.

11.2 PENALTIES FOR EMPLOYEES ON A FLAT DAILYRATE

For employees paid on a flat rate: Unless otherwise stipulated in a specific clause of this Agreement:

11.2.1 Meal Penalties shall be paid at one eighth (1/8th) the Flat Daily Rate per hour for a workday or one eighth (1/8th) the Daily Rate per hour for penalties arising on a 6th or 7th workday.

11.2.2 Encroachment of an Employee's rest period shall be paid at one eighth (1/8th) the Flat Daily Rate per hour for a workday or one eighth (1/8th) the Flat Daily Rate per hour for encroachment arising on a 6th or 7th workday.

11.2.3 Employees having less than eight (8) hours rest will be paid at one quarter (1/4) of the Flat Daily Rate per hour for each of the hours or fractions thereof worked within these eight (8) hours of a workday or one quarter (1/4) of the Daily Rate per hour on a sixth (6th) or seventh (7th) workday.

11.3 INCREMENTS OF PENALTIES AND OVERTIME FOR EMPLOYEES ON A FLAT DAILYRATE

11.3.1 In the event that overtime is owed for employees who work beyond fourteen (14) hours, the increment that shall be paid is in ten (10) minute increments on a pro-rata basis.

11.3.2 In the event that penalties for employees on a Flat Daily Rate is due, then the penalty shall be paid in ten (10) minute increments on a pro-rata basis.

ART. 12 HOLIDAYS

12.1 For the purposes of this agreement, the following designated paid holidays with time off worked or not worked will be considered workdays as part of the work week as described in article 9.1.:

- New Year's Eve (December 31th)**; New Year's Day (January 1st)**; Day after New Year's Day (January 2nd)**;
- Good Friday or Easter Monday; (at the option of the Company*)
- National Patriot's Day (Monday preceding May25th);
- Quebec's National Holiday (June24th);
- Canada Day (July 1st);
- Labour Day (the first Monday in September);
- Canadian Thanksgiving (the second Monday in October);
- Christmas Eve (December 24th)**; Christmas (December 25th)**; Boxing Day (December26th)**;

* The Company must notify the crew and the Union which of the two Holidays he has chosen by the first (1st) day of shooting.

** Paid at 50% of the Basic Hourly Rate or 50% of the Flat Daily Rate if not worked.

*** The 24th of June is a statutory publicholiday.

All other holidays to be paid at 100%.

12.2 When a holiday is not worked, all Employees members of IATSE that work a scheduled work day and more, as part of the work week before and after the scheduled work day after the holiday shall get paid the minimum daily call for the holiday.

12.3 Article 12.2 shall not apply to a holiday(s) that occurs within a hiatus period.

12.4 The rate of pay on a worked holiday or on Easter Sunday, shall be that of a seventh (7th) day.

12.5 It shall not be a violation of this Agreement, and it shall not be a cause for dismissal or disciplinary action in the event an Employee refuses, does not wish, or is unable to work, for any reason, on a Holiday.

ART. 13 PAYMENTS AND DEDUCTIONS

- 13.1 In addition to the remuneration payable of this Agreement, the Company shall:
- 13.2 Pay to all Employees members of IATSE, an amount equal to six percent (6%) of their total weekly wages as vacation pay. Such payments shall be paid weekly along with the regular remuneration.
- 13.3 Pay to the « Régime de soins de santé de l'AIEST local 514 » (H&W) for all the Employees members of IATSE 514 and IATSE Canada locals signatory of the Canadian reciprocal agreement, an amount equal to four percent (4%) of each Employee's total weekly wages including the vacation pay as the Company's contribution to the Union's collective insurance plan.
- 13.4 For all Employees members of IATSE 514 and members of IATSE Canada local's signatory of the Canadian reciprocal agreement, deduct from their remuneration and pay to the « Régime de soins de santé de l'AIEST local 514 » (H&W), an amount equal to four percent (4%) of their total weekly wages including the vacation pay as the Employee's contribution to the Union's collective insurance plan.
- 13.5 Pay to the Union IATSE 514 for all the Employees members of IATSE 514 and IATSE Canada locals signatory of the Canadian reciprocal agreement, an amount equal to five percent (5%) of their total weekly wages including the vacation pay as the Company's contribution to the Union's collective pension plan (RRSP).
- 13.6 For all Employees members of IATSE 514 and members of IATSE Canada local's signatory of the Canadian reciprocal agreement, deduct from their remuneration and pay to the Union IATSE 514, an amount equal to five percent (5%) of their total weekly wages including the vacation pay as the Employee's contribution to the Union's collective pension plan (RRSP).
- 13.7 Deduct from all Employees remuneration and pay to the Union IATSE 514, a percentage of two percent (2%) for an IATSE 514 member, a percentage of two percent (2%) for an authorized IATSE CANADA member from local's signatory of the Canadian reciprocal agreement, a percentage of zero percent (0%) for an authorized IATSE USA member and a percentage of twelve (12%) percent for all other authorized Employees, for the union dues.
- 13.8 Pay to the Union, as an administration fee, one percent (1%) of the total weekly wages remuneration of all Employees. The Union IATSE 514 will use these amounts at its sole discretion.
- 13.9 Pay to the Union, a levy for health and safety for equipment, for services and for training, two percent (2%) of the total weekly wages remuneration of all Employees. Comply to the Law on Health and Safety of Québec (RSQ, c. S-2.1, Chapter III - Rights and obligations.) This fund shall be administered by the Union.
- 13.10 All the deductions, amounts withheld and contributions are remitted weekly and directly to the Union in Canadian currency, accompanied with the time sheets and a complete remittance breakdown.
- 13.11 For the purposes of collecting the amounts described in Article 14, the Union shall be considered as its members' successor and assignee.
- 13.12 If, for whatever reasons, the Employee's payroll deductions or the amounts of the requisite authorization fees are not subtracted at the customary deduction time, the deductions and the amounts of the requisite authorization fees that are due shall then be paid to the Union by the Company.
- 13.13 In the event of arrears, the Company shall pay a daily interest equivalent to twelve (12%) percent on an annual basis on the amounts owed pursuant to Article 13. Such penalty shall be added to the next remittance, or if none, by a separate cheque. In the case of a missing cheque, the penalty for late payment commences forty-eight (48) hours after the first missing cheque.
- 13.14 Out of consideration for the members of IATSE Local 514, the company will pay to the Union IATSE 514 for each individual not member of IATSE 514, for each individual not member of IATSE Canada locals signatory of the Canadian reciprocal agreement and for each individual not member of IATSE USA, an administration fee comprised of two amounts: an amount equal to four percent (4%) of the total weekly wages, equivalent to the contribution to collective insurance plan; and an amount equal to five percent (5%) of the total weekly wages, equivalent to the contribution to the RRSP. The Union IATSE 514 will use these amounts at its sole discretion.

ART. 14 SECURITY DEPOSIT

- 14.1 As security against wages, the Company shall provide the Union with either of the following:
- 14.1.1 A corporate letter of guarantee for a producer member of the AMPTPor;
- 14.1.2 A floating cash bond of Forty Thousand dollars (\$40,000.) for each part of less than Ten million dollars (10,000,000. \$) equivalent to the production budget.
- 14.2 Where applicable, the Union shall hold such monies in a financially responsible manner. Such security shall remain in place until the Company or any subsidiaries of the Company have fulfilled all financial liabilities to the Union and its members.
- 14.3 This particular security must be posted with the Union not later than one (1) calendar week after the signing of the agreement.
- 14.4 The Union shall return any monies or any unclaimed portion thereof, within fifteen (15) days of the Union satisfying itself that the Company has met all its financial obligations to the Union and to its members.

ART. 15 COMMUNICATIONS

- 15.1 All communications directed to either party are to be addressed to the addresses shown at the end of this Agreement and both parties will keep each other informed of any changes in address. Unless the Union is advised in writing of a change of address, any communication of any legal proceedings on the address indicated at the end of this Agreement shall be good and valid service.
- 15.2 All written communications directed to an Employee will be in French but can be accompanied with an English version.

ART. 16 GRIEVANCES AND ARBITRATION

- 16.1 It is agreed by both the Company and the Union that any complaint, disagreement or difference of opinion between the two parties and/or the Employees members of IATSE covered under this Agreement concerning the meaning, interpretation or application of this Agreement or any provision thereof, or arising from any claim of breach of non-performance thereof shall be considered a grievance.
- 16.1.1 Should there be a grievance, as stipulated in Article 16.1, the Union will send the company a written notice. If the latter has not been resolved within fifteen (15) business days, the progressive system of grievance, as stipulated in Article 16.2, will apply.
- 16.2 The time period for filing grievances shall be thirty (30) days from the event giving rise to the alleged violation, except for grievances involving benefit payments which must be filed within sixty (60) days of an alleged underpayment or will be deemed waived. If a grievance occurs, the following progressive system will apply:
- 16.2.1 The grievance shall be presented in writing to the grieved party and copied to the Labor Relations department. Within fifteen (15) business days of receiving the grievance, a meeting shall be held between the two parties.
- 16.2.2 A written response shall be presented to the grievant within fifteen (15) business days following the meeting.
- 16.2.3 In the event that the grievance is not resolved at this point, the matter shall be referred to a single Arbitrator.
- 16.2.4 If the parties cannot agree upon an Arbitrator to determine the grievance, either party may request the Minister of Labor, pursuant to the appropriate legislation to appoint an Arbitrator for such purpose.
- 16.2.5 The Arbitrator shall render a decision to both parties, in writing, within a reasonable time.
- 16.2.6 The Company agrees that, if the grievance has been made by the Union, the Company's representative shall not discuss or negotiate with the aggrieved Employee without the consent of the Union.

ART. 17 WORKING CONDITIONS

- 17.1 When on location or in a studio, coffee, suitable beverages, a selection of food items shall be provided by the Company for the Employees at all times.
- 17.2 Washroom and toilet facilities shall be provided by the Company at all sites and locations and shall be maintained on a standard at least equal to the standards required by the Workers' Safety and Insurance Board (CSST).

ART. 18 HEALTH AND SAFETY

- 18.1 It is agreed by the parties that great emphasis shall be placed on the need to provide a safe working environment. In that context, it shall be the responsibility of the Company:
- 18.1.1 To provide employment and places of employment which are safe and healthful for the Employees;
- 18.1.2 To provide and use safety devices and safeguards, and adopt and use practices, means, methods, operations and processes, which are reasonably adequate to render such employment and places of employment safe and healthful;
- 18.1.3 To do every other thing reasonably necessary to protect the life, safety and health of Employees;
- 18.1.4 To not require or permit any Employee to enter into or be in any employment or places of employment which are not safe and healthful.
- 18.1.5 The company sent to the union a copy of its policies and/or prevention program in health and safety, at the signing of the agreement.
- 18.2 The Company and every Employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws. The Company and every Employee agree to comply with their obligations under the terms of the *Act respecting occupational health and safety* and the *Act respecting industrial accidents and occupational diseases*, and of the regulations adopted under their authority. Those laws shall form an integral part of this Collective Agreement.
- 18.3 No representative of the Company, nor any Employee shall:
- 18.3.1 Remove, displace, damage, destroy or carry off any safety device, safeguard, notice or warning, furnished for the use in any employment or places of employment;
- 18.3.2 Interfere with the use of any method or process adopted for the protection of any Employee, including himself, in such employment or places of employment.

- 18.4 Rigid observance of safety regulations must be adhered to and willful failure of any Employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no Employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Company and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual Employee with regard to preventing accidents to himself or his fellow Employees.
- 18.5 Any Employee unable to complete their minimum daily call because of an injury sustained on the job, shall be paid the minimum daily call.
- 18.6 For an employee who has suffered a work-related accident or injury that causes a leave of absence, the company agrees to pay the compensation as per Article 60 of the *Worker's Compensation Act (WCA)* for the first 14 days of leave of absence beyond the period under his contract, as per Articles 68 and 75 of the "WCA".
- 18.7 The Company shall ensure that a copy of "Les Règles de Sécurité Pour le Cinéma et la Vidéo du Québec, ("last edition") (Safety Rules for the Québec Film and Video Industry, 2nd Edition) is available at all times at all work locations. This document shall form an integral part of this Collective Agreement. This statement will be added to all daily call sheet: "Be Health and Safety aware by visiting the following link: Safety rules for the Québec Film and Video Industry".
http://www.csst.qc.ca/en/safety_rules_film_video_industry.htm
- 18.8 Following a work-related accident and upon presentation of supporting documents, the Company agrees to pay the Employee compensation of up to three hundred dollars (\$300) for material damages he has incurred other than those provided for under the Act Respecting Industrial Accidents and Occupational Diseases and the Act Respecting Occupational Health and Safety.
- 18.9 At all workplaces, the Company shall choose and designate a first-aid Employee. Said employee shall have appropriate first-aid training.
- 18.10 All workplaces must have an appropriate first-aidkit.
- 18.11 Prior to departure, all Employees must be informed about any special conditions they can expect at the work location or in the surrounding area so that they can equip themselves with appropriate clothing or equipment. However, in the case of exceptional conditions, as agreed upon by the parties, the Company will furnish the Employees with adequate clothing and equipment appropriate for the conditions.
- 18.12 The company sends every week all health and safety reports, all medical intervention reports and all CSST reports to the union. For an employee who has suffered an employment injury that causes a leave of absence, an accident or incident report must be forwarded to the IATSE 514 offices no later than 24 hours after the event. IATSE 514 must also receive, within 14 days following the event, a copy of the CSST document entitled Employer's Notice and Claim.
- 18.13 The Company shall designate, at the start of the production and for the duration thereof, a person in charge of work related health and safety issues. The responsibilities of that person include:
- Informing all employees of the name of the person in charge of health and safety issues by posting the name of that person in an appropriate place;
 - Informing all employees of the procedures to follow in case of an accident, including claim procedures.
- 18.14 **SET MEDIC:**
- Employee having a training of technician ambulance man (paramedic).
- 18.15 **FIRST-AID:**
- Employee holder of a valid certificate of first aid granted by an organization recognized by the Commission and of which the nature of work does not compromise in any way his fast and effective intervention

ART. 19 EMPLOYEE INDEMNIFICATION

- 19.1 So long as the Employees fully comply with Company policies and/or applicable law, the Company will defend, indemnify, and save harmless any Employee for liability incurred during the effective dates of this Agreement and in the course of performance of the Employee's assigned duties and performed within the scope of their employment for the Company that resulted in bodily injury, property damage suffered by any person(s) subject to the following conditions:
- 19.2 This shall not apply in any instance in which such injury, loss or damage is the result of or caused, in whole or in part, by the gross negligence or willful misconduct of the Employee. For the purpose of this Article, negligence is defined as circumstances when it must be plain in magnitude of the risks involved are such that, if more than ordinary care is not taken, a mishap is likely to occur in which loss of life, serious injury or grave damage is almost inevitable.
- 19.3 The Employee shall cooperate fully in the defense of the claim or action, including, but not limited to, providing notice to the Company immediately upon becoming aware of any claim or litigation, attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

- 19.4 The protection provided to the Employee in Article 19.1 above, is also personal to the Employee and may be enforced by any Employee in any appropriate court or statutory forum. The protection provided to the Employee in this article does not expire with the expiration of this Agreement, but will continue with regard to any claim made against an Employee after the expiration of the Agreement for liability that was incurred in the course of performance of the Employee's assigned duties performed within the scope of their employment for the Company.
- 19.5 It is expressly understood and agreed that the Company shall have no recourse of any kind against the Union in respect to training or the issuance of a certificate of training to any Employee under the provisions of any Federal, Provincial or Municipal regulating agency.

ART. 20 TIERS

- 20.1 Appendix "B" is divided into tiers describing the minimum rates;
- 20.1.1 Tier A, "Film", production mainly and originally intended for commercial distribution in theaters.
- 20.1.2 Tier B, "Other", production mainly and originally not intended for commercial distribution in theaters

On The Basis of Sex

ART. 21 SCOPE AND DURATION OF THE COLLECTIVE AGREEMENT

- 21.1 The duration of the production «July 31th, 2017 – March 2018, 2018» and with a Tier "A" rates.
- 21.2 During the course of this Agreement, the parties may meet in order to renegotiate any article whose application would have brought about problems that were not foreseen at the time of the signature of this Agreement.
- 21.3 This Agreement shall not be invalidated by one or more articles being rendered null.
- 21.4 All Appendices and Letters of Agreement shall form an integral part of this Agreement.

SIGNATURE OF THE PARTIES

Dated: _____

**MORITZ BRIEF PRODUCTIONS INC. LLC
(ON THE BASIS OF SEX)**

By: _____

Signature

Dated: _____

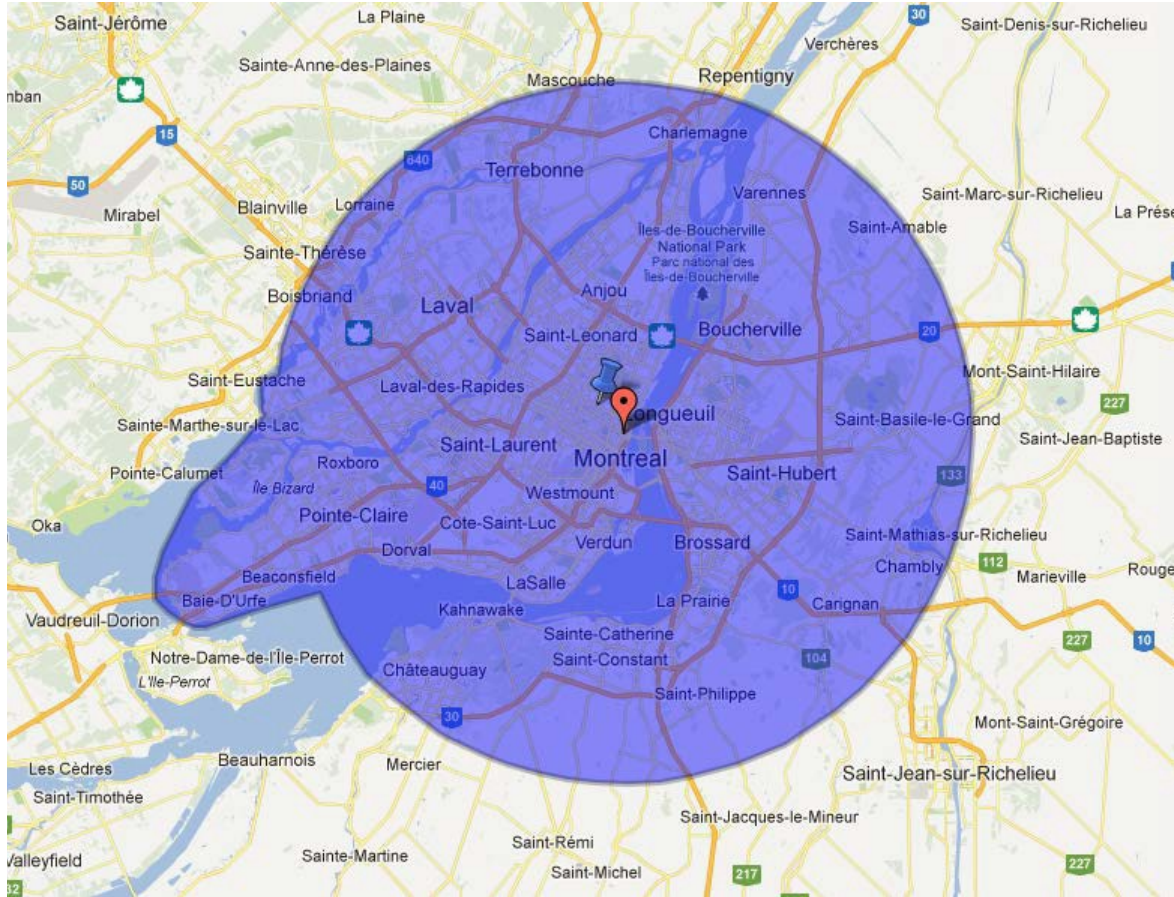
IATSE Local 514

By: _____

Signature

APPENDIX « A »

STUDIO ZONE



[\(Internet link click here\)](#)

APPENDIX " B "

COLLECTIVE AGREEMENT



IATSE 514 POSITIONS / RATES

2017	
FILM	OTHER
TIER A	TIER B
<i>Hr. R.</i>	<i>Hr. R.</i>

POSITIONS

PRODUCTION OFFICE		
Production Coordinator	NEGO	NEGO
Assistant Production Coordinator	31.47	29.89
Production Secretary	25.39	24.12
Travel Coordinator	31.47	29.89
Receptionist	17.67	16.78
Office Clerk, all department	17.67	16.78
LOGISTICS		
Unit Manager	NEGO	NEGO
Assistant Unit Manager	26.50	25.17
Key Production Assistant (Set PA)	24.29	23.08
Production Assistant for Truck (Truck PA)	22.71	21.57
Production Assistant	20.43	19.40
Key Craft Person	24.29	23.08
Craft Person	20.43	19.40
Production Assistant for blocking (not applicable in studio)	17.67	16.78
CONSTRUCTION		
Construction Supervisor	NEGO	NEGO
Assistant Construction Supervisor	40.85	38.81
Head Scenic Carpenter	NEGO	NEGO
Construction Foreman	35.88	34.09
Scenic Carpenter	31.47	29.89
Assistant Scenic Carpenter	26.50	25.17
Cabinetmaker	31.47	29.89
Assistant Cabinetmaker	26.50	25.17
Construction Buyer	26.50	25.17
Key Welder	NEGO	NEGO
Welder	31.47	29.89
Assistant Welder	23.19	22.03
PAINTING		
Key Scenic Painter	NEGO	NEGO
Team Leader Scenic Painter	35.88	34.09
Set Painter	33.67	31.99
Scenic Painter	33.67	31.99
Painter	30.36	28.84
Assistant Painter	26.00	24.70
Painting Department Assistant	20.43	19.40
SCULPTOR MOULDER		
Key Sculptor Moulder	NEGO	NEGO
Assistant Head Sculptor Moulder	35.88	34.09
Sculptor Moulder	33.67	31.99
Sculptor	31.47	29.89
Plasterer	30.36	28.84
Assistant Plasterer	26.00	24.70
Department Assistant Sculptor Moulder	20.16	19.15
DECORATION		
Key Decorator	NEGO	NEGO
Decorator	35.88	34.09
Assistant Decorator	31.47	29.89
On Set Dresser	33.67	31.99
Assistant On Set Dresser	31.47	29.89
Set Dresser	31.47	29.89
Graphic Artist Supervisor	NEGO	NEGO
Graphic Artist	31.47	29.89
Model Maker Supervisor	NEGO	NEGO
Key Model Maker	NEGO	NEGO
Model Maker	30.36	28.84
Set Vehicle Coordinator	31.47	29.89
Assistant Set Vehicle Coordinator	24.29	23.08
Key Specialized Decoration Maker	NEGO	NEGO
Specialized Decoration Maker	31.47	29.89

APPENDIX " B "

COLLECTIVE AGREEMENT



IATSE 514 POSITIONS / RATES

2017	
FILM	OTHER
TIER A	TIER B
Hr. R.	Hr. R.

POSITIONS

GREENS		
Key Greensperson	NEGO	NEGO
Assistant Key Greensperson	32.53	30.90
Greensperson	29.77	28.28
Assistant Greensperson	20.43	19.40
PROPERTY		
Property Master	NEGO	NEGO
Key Prop Off Set	38.64	36.71
Prop Off Set	31.47	29.89
Key Prop On Set	38.64	36.71
Prop On Set	31.47	29.89
Key Prop Maker	38.64	36.71
Prop Maker	31.47	29.89
Assistant Prop	26.50	25.17
LIGHTING		
Key Lighting Technician	NEGO	NEGO
Assistant Key Lighting Technician	35.88	34.09
Light Console Operator	35.88	34.09
Generator Operator	32.57	30.94
Lighting Technician	31.47	29.89
Key Lighting Technician Install	38.64	36.71
Assistant Key Lighting Technician Install	35.88	34.09
Lighting Technician Install	31.47	29.89
GRIP		
Key Grip	NEGO	NEGO
Assistant Key Grip	35.88	34.09
Dolly Grip Operator	35.88	34.09
Grip	31.47	29.89
Rigging Key Grip	38.64	36.71
Assistant Rigging Key Grip	35.88	34.09
Rigging Grip	31.47	29.89
Camera Car Operator	35.88	34.09
Crane Technician	35.88	34.09
COSTUME		
Costume Designer	NEGO	NEGO
Assistant Costume Designer	38.64	36.71
Costume Supervisor	38.64	36.71
Key Wardrobe Master	38.64	36.71
Wardrobe Master	33.67	31.99
Assistant Wardrobe Master	28.71	27.27
Wardrobe Buyer	33.67	31.99
Wardrobe Coordinator	32.57	30.94
Key Dresser	38.64	36.71
Dresser	28.71	27.27
Assistant Dresser	26.50	25.17
Key Specialized Wardrobe Technician	33.67	31.99
Specialized Wardrobe Technician	28.71	27.27
Seamstress	26.50	25.17
Wardrobe Technician	21.53	20.45
HAIR		
Key Hair Dresser	NEGO	NEGO
Hair Dresser	35.88	34.09
Wigmaker	35.88	34.09
Assistant Hair Dresser	28.71	27.27

APPENDIX " B "

COLLECTIVE AGREEMENT



IATSE 514 POSITIONS / RATES

2017	
FILM	OTHER
TIER A	TIER B
<i>Hr. R.</i>	<i>Hr. R.</i>

POSITIONS

MAKE-UP		
Key Make-up	NEGO	NEGO
Key Make-up Special Effects	38.64	36.71
Make-up	35.88	34.09
Make-up Special Effects	35.88	34.09
Assistant Make-up	28.71	27.27
SCRIPT		
Script	NEGO	NEGO
Assistant Script	23.19	22.03
SOUND		
Production Sound Mixer	NEGO	NEGO
Boom Operator	37.45	35.58
Sound Playback Operator	30.36	28.84
Assistant Sound	27.52	26.14
SPECIAL EFFECTS		
Special Effects Technician Supervisor	NEGO	NEGO
Senior Special Effects Technician	38.73	36.80
Special Effects Technician	34.78	33.04
Assistant Special Effects Technician	26.50	25.17
Key Special Effects Rigger	NEGO	NEGO
Special Effects Rigger	34.78	33.04
WEAPON		
Weapons Supervisor	NEGO	NEGO
Key Weapons Technician	NEGO	NEGO
Weapons Technician	38.64	36.71
Key Armourer	NEGO	NEGO
Armourer	38.64	36.71
TRANSPORTATION		
Transport Coordinator	NEGO	NEGO
Transport Captain	28.71	27.27
Specialized Driver	26.50	25.17
Assistant Transport Captain	26.50	25.17
Set Runner Driver, all department	25.42	24.14
Driver	23.19	22.03
Base Camp Technician	21.53	20.45
HEALTH AND SAFETY		
Assistant Health and Safety Coordinator	33.67	31.99
Nautical Safety Coordinator	32.57	30.94
Nautical Safety Attendant	30.36	28.84
Set Medic Coordinator	31.47	29.89
Set Medic	27.60	26.22
POST PRODUCTION		
Post Production Supervisor	NEGO	NEGO
Editor	NEGO	NEGO
Assistant Editor	30.91	29.37
Sound Supervisor	NEGO	NEGO
Sound Editor	NEGO	NEGO
Assistant Sound Editor	30.91	29.37
Music Editor	NEGO	NEGO
Post Production Sound Recordist	NEGO	NEGO
Assistant Post Production Sound Recordist	30.91	29.37
Re Recording Mixer	NEGO	NEGO
Foley Artist	NEGO	NEGO
Post Production Technician	21.53	20.45



CONTRAT D'ENGAGEMENT

Employment Contract

PRODUCTION

Production _____
Titre de la production _____ Production title
Adresse _____ Address
Téléphone / Télécopieur _____ Phone / Fax

TECHNICIEN

Nom du technicien _____ Name of the technician			
Nom / Last Name		Prénom / First Name	
Adresse _____ Address			
No	Rue / Street	App.	
Ville / City	Province	Pays / Country	Code Postal / Postal Code
Téléphone _____ Phone	Cellulaire _____ Cell	Télécopieur _____ Fax	
N.A.S. _____ S.I.N.	Courriel _____ E-mail		
<input type="checkbox"/> Membre IATSE 514 # _____ IATSE 514 Member#	ou <input type="checkbox"/> Autorisé or Authorized	<input type="checkbox"/> Membre IATSE Local # _____ IATSE Member Local	ou <input type="checkbox"/> Autre or Other
Fonction _____ Position			
<input type="checkbox"/> Contrat hebdomadaire Weekly contract	ou <input type="checkbox"/> Contrat quotidien or Daily contract	Date de début du contrat _____ Start date	Nombre de jours garantis _____ Number of days guaranteed
Tarif horaire de base _____ Basic Hourly rate	<input type="checkbox"/> Tarif à l'heure Hourly rate	ou <input type="checkbox"/> Forfait (14 x Tarif Horaire de base) or Flat rate	

Les parties reconnaissent par les présentes que l'entente collective applicable est incorporée au présent contrat et en fait partie intégrante.
The parties hereby acknowledge that the applicable collective agreement is an integral part of this contract.

EN FOI DE QUOI, LES PARTIES ONT SIGNÉ CE JOUR DE _____ 20 ____ À _____ (Ville)
IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED ON THIS _____ In _____ (City)

Producteur / Producer's representative

Technicien / Technician

Nom / Name

Nom / Name

Titre / Title



On The Basis Of Sex



Demande d'autorisation de travail Work permit application

Coordonnées de la production / production information

Production _____
Titre du film / Production title _____
Téléphone / Phone _____
Bureau / Office _____ Télécopieur / Fax _____

Coordonnées personnelles / Personal information

Nom complet / Complete name
Nom / Last Name _____ Prénom / First name _____
Adresse / Address
No _____ Rue / Street _____ App. _____
Ville / City _____ Province _____ Code postal / Postal code _____
Téléphone / Phone
Maison / Home _____ Cellulaire / Cell _____
Courriel / E-Mail _____
N.A.S. / S.I.N. _____ Membre AIEST * / IAISE member ** O / Y N / N
Un curriculum vitae doit accompagner toute demande / A resume must be attached to this document
* Si vous êtes membre IA, complétez au verso / ** If you are an IA member, complete back

Section à remplir par l'administration / To be completed by the administrator

Fonction / Function _____
Département / Department _____
Date embauche / Hiring date
Du / From _____ Au / to _____
Raison de l'embauche / Reason of hiring _____

Chef de département / Head of department _____ Signature _____ Date _____

Directeur de production / Production Manager _____ Signature _____ Date _____



Demande de renseignements
Membre d'une autre section locale IATSE
Application form-Sister local application

Coordonnées Aiest / IATSE information	
Section locale d'origine / Home local	Date d'adhésion Aiest / IATSE initiation date
Numéro de membre / Member number	
Département / Department	Fonction / Function
Inscrit au régime de retraite canadien de l'industrie du divertissement Registered to the Canadian Entertainment Industry Retirement Plan	O / Y <input type="checkbox"/> N / N <input type="checkbox"/>

A cette demande, vous devez joindre :

Please attach the following information to your request:

- Une copie de votre carte de membre IA (recto verso)
A copy of your IA membership card (front and back)
- Une preuve que vous êtes en règle à la section locale d'origine
A letter of good standing from your home local
- Une version à jour de votre curriculum vitae
A current copy of your resume

Signature du membre / member signature

Date

Je reconnais que si ma candidature est acceptée en tant que membre d'une autre section locale canadienne (Canadian sister local member) auprès de l'Aiest local 514 et que j'ai l'autorisation de travailler pour la production indiquée au verso, je serai représenté syndicalement par l'Aiest local 514. Je m'engage donc à respecter les statuts et règlements ainsi que l'entente collective de l'Aiest local 514 qui régissent cette production.

I understand that if I am accepted into IATSE local 514 as a Canadian sister local member and if I am authorized to work on the production listed on this front page, I will be represented by IATSE local 514. Therefore, I agree to be bound by the terms and conditions of the IATSE local 514 constitution and by-laws and collective agreement while working within this IATSE local 514 jurisdiction production.



2017

SUMMARY OF DUES, CONTRIBUTIONS AND CONDITIONS

UNION FRINGES

	Technician	Employer
Vacations:	-----	6.0%
Pension (RRSP):	5.0%	5.0%
H&W:	4.0%	4.0%
Union Dues:	2.0%	-----
Levy for Health and Safety:	-----	2.0%
Administration Fee:	-----	1.0%
TOTAL:	11.0%	18.0%

HOURS BREAKDOWN

Days 1-5	6th day	7th day
1 to 8 @ Straight	1 to 8 @ X 1.5	1 to 8 @ X 2.0
After 8 to 12 @ X 1.5	After 8 to 12 @ X 2	After 8 @ X 3.0
After 12 @ X 2.0	After 12 @ X 2.5	

MEAL PENALTY

Meal breaks every 6.0 hours
 Penalty: 2.0 X Rate in effect to max 3.0 X
 All times calculated in 1/ 6 hour increment (10 minutes)

TURN AROUND

Between shifts: 10.0 hours if less than 16.0 hours
 12.0 hours if more than 16.0 hours
 Week-end 5 day week: 52 hours
 Week-end 6 day week: 34 hours
 Penalty: 2.0 X last hour before break (cap 3X rate)

Maximum with all penalties is at 3X hourly rate

PER DIEM

Breakfast: \$ 15.00
 Lunch: \$ 25.00
 Dinner: \$ 35.00
Daily Total: \$ 75.00





**Side Letter of Agreement – PRODUCTION COMPANY: MORITZ BRIEF PRODUCTIONS INC.
- PRODUCTION NAME: ON THE BASIS OF SEX**

These Articles replace, and or supplement those included in the Agreement.

Art. 10.6: Omit night premium clause; AGREED

14.1: Is a corporate guarantee sufficient as a bond for this film? ONLY IF THE CORPORATE LETTER IS SIGNED BY THE PRODUCER “MORITZ BRIEF PRODUCTIONS, LLC”

SIGNATURE OF THE PARTIES

Date: _____ Signature: _____

**MORITZ BRIEF PRODUCTIONS INC.
“ON THE BASIS OF SEX”**

Date: _____ Signature: _____

IATSE Local 514

