

MASTER AGREEMENT

between

**GENERAL TEAMSTERS, LOCAL UNION NO. 362
affiliated with the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

and

THE CANADIAN MEDIA PRODUCERS ASSOCIATION

April 1, 2023 to March 31, 2026



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PREAMBLE

THIS AGREEMENT is created in the City of Calgary in the Province of Alberta as of the 1st day of April 2023 and is effective by and between the Canadian Media Producers Association (the "CMPA"), the Producer (the "Employer"), and Teamsters Local Union No. 362 affiliated with the International Brotherhood of Teamsters (the "Union") (together, the "Parties").

WHEREAS, the CMPA and the Union, with the desire and intention of making provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of bilateral rights, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union is the bargaining agent; and

WHEREAS, the terms and conditions of this Master Agreement are paramount in the labour relationship between the Parties and take priority over internal rules and policies of the Parties; and

WHEREAS, now, therefore, in consideration of the mutual covenants, conditions and agreements herein contained, the Parties agree to the following:

DEFINITIONS

Budget means the total budget for a project and shall include offsets for tax credit and production incentives, but does not include a contingency up to ten percent (10%) of the Budget, costs of financing and bonds.

Call or Call Time means the place and hour of commencement of work for an Employee.

CPTC-Eligible Production means a production that is eligible to receive tax credits under the Canadian Film or Video Production Tax Credit program.

Employee's Straight Time Contracted Hourly Rate means Scale Wages plus Over-Scale, if any.

Feature Film means a motion picture produced for initial exhibition in a commercial motion picture theatre.

Home Video means productions made for non-theatrical release.

Loan-Out Company means the corporation through which the lent-out Employee furnishes their services.

Long-form Television Motion Picture means a motion picture such as a movie of the week or mini-series intended for exhibition on television, including cable television.

Over-Scale means those wages which an Employee has contracted with the Employer over and above the Scale Wages provided in this Master Agreement.

Permittee means a person who is not a member of the Union and who has been issued a valid work permit from the Union.

Scale Wages means the applicable hourly rate per Appendix "1"

Television Series means all episodic television productions.

Terms to be Given Common Industry Meaning: Unless otherwise specifically defined herein, the

terms used shall be given the common meaning in the motion picture industry. Unless the context requires otherwise, words denoting one gender shall include all genders.

ARTICLE ONE: OBLIGATIONS AND RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all persons or Loan-Out Companies employed the Employer under this Master Agreement within the Territorial Jurisdiction of Alberta and the Northwest Territories in the job classifications and at the wage rates listed in Appendix "1" and whose services are rendered in connection with the production, of motion pictures, all of whom will be referred to as "Employees."
- 1.02 **Adherence to Master Agreement:** Any person or corporation now or hereafter engaged in the business of producing motion pictures in Alberta and the Northwest Territories shall be afforded the opportunity of becoming a party to this Master Agreement. Any such person or corporation that desires to become a party to this Master Agreement will provide the Union with an executed Bargaining Authorization and Voluntary Recognition Agreement ("BAVRA"), attached at Schedule A, which is a statement of agreement to be bound to the terms and conditions of this Master Agreement for a specific production along with an acknowledgement of the Union's Prior Obligations set forth in the written notice described in Article 1.03 below. Any person or corporation that provides the Union with an executed BAVRA is hereinafter referred to as the "Employer" for the specific production. When reasonable grounds exist to believe that a prospective Employer will be unable to meet its financial obligations under the Master Agreement, the Union may refuse to permit that prospective Employer to adhere to the Master Agreement.
- 1.03 **Prior Obligations:** This Master Agreement shall not be construed to interfere with any obligation the Union owe its respective national and international organizations by reason of prior obligation or collective agreement, provided that the foregoing shall in no event be construed or applied as to contravene any applicable Federal or Provincial Law, and provided that the Employer has been given express written notice of any such prior obligation before the execution of a BAVRA.
- 1.04 In accordance with and subject to the BAVRA, the Union recognizes the CMPA as the sole and exclusive bargaining agent and representative with respect to production which is subject to this Master Agreement.
- 1.05 Except by prior mutual agreement with the CMPA, the Union shall not enter into any agreement with an Employer at rates and/or terms more favourable than those set forth in this Master Agreement and shall not permit Employees to be engaged at rates or on terms less than those provided for herein or upon terms more favourable to such Employer than those set forth herein.
- 1.06 This Master Agreement shall be administered jointly in all its facets by both the Union and the CMPA on a principle of equality between the Union and the CMPA in all matters pertaining to the administration of the Master Agreement's provisions. Neither of the Parties shall give interpretations that are binding upon the other without the written agreement of the other. No Party to this Master Agreement shall be held responsible for any interpretation.
- 1.07 **Minimum Rates:** The rates enumerated in Appendix "1" to this Master Agreement are the Scale Wages and nothing in this Master Agreement shall prevent an Employer from paying

the Employees a rate higher than these minimum rates, but no Employer will be obligated to pay more than the minimum rates without bargaining with an individual Employee for a higher rate and reaching an agreement to pay that Employee a higher rate.

1.08 **Employer's Exclusive Rights:** The Union recognizes that the Employer reserves all rights of management except where expressly limited by this Master Agreement.

1.09 **Employer Rules and Regulations:** The Employer's reserved rights of management include the right to establish, and thereafter amend rules, provided that such rules are not inconsistent with the provisions of this Master Agreement. Any written rules established by the Employer shall be posted by the Employer at the work site and a copy of the rules is to be forwarded to the Union.

1.10 **Budget Information:**

(a) The Employer will provide the Union with a top sheet of the Budget prior to the commencement of principal photography. The Union will provide a copy of the top sheet to the CMPA. This article does not apply to Feature Films in the High Budget Feature Film tier, or any Tier A productions other than Feature Films.

(b) The Employer shall permit the Union to verify the Budget of a production by conducting an audit, provided the Union notifies the Employer in writing of the Union's intent to audit within six (6) months following the completion of all photography. Any Production that exceeds the Budget threshold of the tier applicable to it will adjust wages retroactively to the appropriate tier. This article does not apply to Feature Films in the High Budget Feature Film tier, or any Tier A productions other than Feature Films.

1.11 The Employer will provide one copy of the long form start package to the Union.

1.12 **Good Standing:** The Employer agrees to employ only members in good standing with the Union. An Employee's failure to show good standing with the Union shall be sufficient just and reasonable cause for discharge. If any Employee fails to show good standing, then the Union will provide written notice of such failure to such Employee's Employer. The written notice will state the reason why the Employee is not a member in good standing as required pursuant to this Article, and that the Employee has been notified of such failure in writing. If the Employee fails to remedy the Employee's lack of good standing with the Union within three (3) days after the Employer receives such notice, the Employer shall discharge the Employee so long as such discharge is lawful. The Employer shall not be in default unless it fails to act, if necessary, within said time after receipt of such notice.

For the purposes of this Master Agreement, "good standing" means:

(a) The Employee is not in arrears of dues uniformly required by the Union; or

(b) The Employee has a duly signed and sealed Union Work Permit.

1.13 **Union Representatives:** Where possible, advance notice will be given to the Employer so an authorized representative of the Union shall be permitted to visit any production location 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 established by the Employer.

- 1.14 **No Strike, No Lockout:** The Union agrees that, during the term of this Master Agreement, there shall be no strike, work stoppages or disruptive activity by the Union or by an Employee, and the Employer agrees that there shall be no lockout of Employees. It shall not be a violation of this Master Agreement and it shall not be cause for dismissal or disciplinary action in the event an Employee refuses to go through or work behind any picket line related to a labour dispute, including such a picket line at the Employer's place of business, unless such picket line is deemed unlawful.
- 1.15 **Currency:** All references to "dollars" or money rates of any kind in this Master Agreement, including its Appendices, are in Canadian Dollars except as expressly provided otherwise hereunder.
- 1.16 **Applicable Law:** This Master Agreement is made and entered into in the Province of Alberta and in all respects the laws of Alberta and/or the laws of competent jurisdiction shall apply.
- 1.17 **Severability:** In the event a portion of this Master Agreement is found illegal by a tribunal of competent jurisdiction, the Parties agree that the balance of this Master Agreement shall remain in effect. Should any aspect be reversed in law, the issue will be the subject of good-faith negotiations initiated by the Consultation Committee described in Article 1.19.
- 1.18 **Variances:** Notwithstanding the above, nothing in this Master Agreement prevents the Union and the Employer from negotiating alternate terms to facilitate the particular needs of a production. The Union will review the Employer's individual request to amend or modify this Master Agreement for the production. Within twenty-four (24) hours of receipt of the request, a representative of the Union may request a telephone meeting with the Employer's representative. The parties' representatives must have authority to conclude an agreement, which binds their respective principals to the modifications of this Master Agreement. The Union shall respond to a variance request within five (5) business days of receipt of the request, unless the Employer agrees to extend the five (5) business day deadline. A copy of any Letter of Variance will be provided to the Employer and the CMPA.
- 1.19 **Consultation Committee:** A consultation committee shall be established if a party makes a written request for one after the notice to commence collective bargaining is given or after the collective bargaining begins. Such consultation committee will meet annually during the term of this Master Agreement about issues relating to the workplace that affect the Parties, any Employer or any Employee.
- 1.20 **Subcontracting:** The Employer will not subcontract bargaining unit work, which customarily and historically has been performed by Employees covered by this Master Agreement unless the Union consents thereto; or the Employer lacks the requisite equipment, technology, facilities or personnel to perform the work; or the work of the type being subcontracted has heretofore been subcontracted by an Employer engaged in the motion picture and television industry in Alberta and the Northwest Territories. When practicable, the Employer shall deliver a minimum of one week's advance notice to the Union of its intention to subcontract.
- 1.21 **Discrimination:** The Employer agrees it shall not discriminate against or engage in any harassment of any applicant for employment or Employee for reasons based on race,

colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, union membership or activity, or on any other basis prohibited by applicable federal, provincial or territorial law.

1.22 Residency:

(a) On or before the first day worked for the Employer, Employees must provide Canadian and Provincial or territorial residency information sufficient to ensure that the Employer is eligible to receive the federal and provincial or territorial incentives including tax credits. This information will be held in accordance with the applicable privacy legislation.

(b) The Employer shall provide the Union with its particular residency documents requirements, and shall notify the Union in the event of any changes to these requirements.

(c)

(i) The residency documentation required by the Employer may include, but is not limited to, the Employee's CAVCO Personal Identification number and those documents identified by the Canada Revenue Agency ("CRA") in its guidelines for establishing residency. It is acknowledged that the CRA may change these guidelines at any time and that the CRA is not responsible for the administration of all provincial or territorial incentives and tax credits and therefore the documents and guidelines required by an Employer may differ from these guidelines. The Employer will only ask for such documents as may be reasonably necessary to ensure eligibility pursuant to Article 1.20(a).

(ii) Pursuant to the CRA guideline one (1) of the following documents may be used to establish residency:

(A) A Notice of Assessment (T1) indicating that the Employee is a Resident of Canada/Alberta/the Northwest Territories for the relevant tax year;

(B) A letter from the Canada Revenue Agency giving an opinion of the Employee's resident status for the relevant years, after the Employee has completed a Determination of Residency Status form;

(C) A long-term (one year or greater) lease or proof of purchase of a Canadian dwelling with a utility bill or cellphone bill showing that the Employee lives at the applicable Canadian address;

(iii) In the absence of any of the documents identified in (ii), the CRA guideline provides that three (3) of the following documents may be used to establish residency:

(A) The last tax return filed in the country of origin and/or any document filed with the foreign tax authority in which the Employee has declared that they are no longer a resident;

(B) a short-term (less than a year) lease agreement or letter from a landlord

supporting a rental agreement;

(C) An Alberta health card and/or provincial or territorial services card for the Employee, their spouse and/or dependent;

(D) A driver's licence or vehicle registration from Alberta/Northwest Territories, as applicable;

(E) Document(s) supporting professional association or union membership in Canada; or

(F) Statements of account (for example: bank accounts, retirement savings plan, credit cards, securities accounts) from a Canadian branch of a financial institution;

(iv) If an Employee is engaged through a Loan-Out Company, the Employee may be asked to provide to the Employer the Loan-Out Company's most recent Notice of Assessment as well as the most recent Schedule 50 indicating whether the Loan-Out Company has single or multiple shareholders. If the Loan-Out Company is newly formed and has not yet filed tax returns, the Employee may be asked to provide a Shareholder Register.

(d) Should the Employer inform an Employee and the Union that the Employee has failed to furnish appropriate residency information consistent with subparagraph (a) above, the Employee shall have five (5) business days within which to provide the required information to the Employer. Should the Employee fail to do so within that time period, the Employer may terminate the Employee for just and reasonable cause.

1.23 **Use of Production Vehicles:** All tickets for moving and/or standing violations incurred by the Employee shall be the responsibility of the Employee. The Employer will be responsible to ensure that there are no outstanding violations or charges. In the event that there are outstanding costs for violations or charges, the Employer will inform the Employee no later than thirty (30) days from their last day worked to request reimbursement.

1.24 **Union Representation:** Upon request of an Employee, the Employer shall allow a Union representative to be present at any investigatory meeting between the Employee and a representative of the Employer which may lead to the discipline of the Employee. The foregoing shall not apply if the purpose of the meeting is to advise the Employee of any disciplinary action determined prior to the meeting. The Union representative shall not obstruct the investigatory process.

1.25 **Shop Steward:** The Union shall elect or appoint a Shop Steward to ensure that the provisions of this Master Agreement are adhered to. The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Master Agreement. The Employer shall recognize the Shop Steward as the representative of the Employees, and hereby recognizes that the power to elect a Shop Steward on a production or the elimination of the Shop Steward position is solely vested with the Union. The Union shall notify the Employer by telephone and in writing of the name of the Shop Steward and all respect due the position shall be accorded to the Steward. The Union, Shop Steward(s) or other appointed or authorized Union representative shall resolve all differences and disputes arising under this Master Agreement only with an authorized and designated

representative of the Employer.

- 1.26 **Screen Credit:** The Employer agrees to give screen credit to General Teamsters, Local Union No. 362 on the motion picture, and every copy, version, reprint or reproduction, by displaying the logo of General Teamsters, Local Union No. 362, the artwork of which shall be provided to the Employer by the Union. Such screen credit shall be clear and distinct, and shall not be any smaller in size, nor of any less duration than any other labour organization. No casual or inadvertent failure by the Employer and no failure by any third party to provide such credit shall be considered a breach of this Agreement. Under no circumstances shall the Employer, or any third party, be required to recall materials.

ARTICLE TWO: JURISDICTION

- 2.01 **Territorial Jurisdiction:** The provisions of this Master Agreement shall apply in the province of Alberta and the Northwest Territories.
- 2.02 **Jurisdictional Disputes:** The Union agrees to co-operate in good faith with the Employer and other unions and guilds in the motion picture industry in resolving jurisdictional disputes. There shall be no work stoppages arising from jurisdictional disputes.
- 2.03 When a production commences in Alberta or the Northwest Territories and subsequently continues outside of the province or territory, and the Employee continues to work on the production outside of the province or territory, all the terms of this Master Agreement shall apply to the Employee to the extent permitted by law.

ARTICLE THREE: SCOPE OF AGREEMENT

- 3.01 This Master Agreement shall not be applicable to independent contractors in dog or wild animal acts, or animal handlers, owners and/or trainers who are employed as part of an "act". But such individuals shall not be paid less than the minimum wage scale rates provided herein for the applicable category, as the case may be.

For clarity, animal handlers and/or trainers who are not employed as part of an "act" shall be subject to this Master Agreement. For purpose of this Master Agreement, the term Animal Handler or Animal Trainer as used herein shall be deemed to refer only to Animal Handlers and/or Trainers who are subject to this Master Agreement.

- 3.02 The Employer agrees that all vehicles, including animal drawn vehicles, and all transportation equipment used in pre-production, production and post-production for any purpose whatsoever must be driven or operated by an Employee who is subject to this Master Agreement, save and except: Producers and Associate Producers, Production Managers, Location Managers and Assistants, Art Directors and Assistants, Property Masters and Assistants and Buyers, Craft Service/First Aid, Head Painter and Assistants, Construction Coordinator and Assistants, Special Effects Coordinator, Assistants and Buyers, Greens and Assistants, Set Decorators and Assistants and Buyers, Costume Designers and Assistant and Buyers, Accountants and Assistants, Estimators, Editors and Assistant Editors, Production Assistants, Assistant Directors, and Sound Mixer driving their own vehicle that is equipped with sound equipment. Any violations shall be subject to the Grievance Procedure in Article Fifteen of the Master Agreement.

Employees hereunder shall be required to load, unload and deliver or help with same and to fuel, wash and polish vehicles.

- 3.03 **Transportation Coordinator:** The Employer shall employ a Transportation Coordinator to make arrangements with respect to the purchasing, leasing or renting of vehicles which may be required by the Employer. All such arrangements shall be subject to the Employer's approval. The Transportation Coordinator shall be responsible for the supervision of Employees employed by the Employer or its agent. (Discipline or dismissal is solely vested with the Employer.)
- 3.04 **Driver Captain:** The Employer shall employ a Driver Captain, who is subject to this Master Agreement, to make all arrangements and perform all duties assigned by the Transportation Coordinator. The Driver Captain shall be responsible for the direction of Employees of the Employer as guided by the Transportation Coordinator.
- 3.05 **Office Dispatcher:** The Office Dispatcher dispatches calls for the Transportation Department to Employees covered hereunder, assigns motor vehicles and drivers for the conveyance of freight or passengers and performs other related duties as assigned by a supervisor. An Office Dispatcher may perform driving work as long as more than one Office Dispatcher is concurrently employed and such Office Dispatcher otherwise performs duties as described herein for four (4) consecutive straight time hours.
- 3.06 **Specialized Equipment:** When the Employer requires specialized equipment that is not available in the jurisdiction and such equipment must be brought in from another jurisdiction and a condition of rental is that the lessor must supply the driver, the Union agrees that such driver may be used provided they are a member in good standing of a Teamsters' Local Union. In that event, they may be employed subject to the wages and conditions of their own Local Union.
- Notwithstanding the above, in the unlikely event that the Employer may require specialized equipment from outside the jurisdiction and a condition of rental is the lessor supply the driver and that driver is not member of a Teamsters Local Union, that driver shall be employed at rates, terms and conditions no less than those contained herein.
- 3.07 When the Employer requires the services of a Food Catering Firm with mobile equipment, such work shall be performed by Employees of the Employer who are members of the Union.
- This provision does not apply to Productions \$25,000 per minute and under.
- 3.08 **Overnight Equipment Monitoring in Cold Temperatures:** When Environment Canada forecasts that temperatures are to fall below minus ten (-10) degrees centigrade overnight, the Employer will consult with the Transportation Coordinator and/or Driver Captain regarding whether to employ an Employee to monitor transportation equipment overnight.
- 3.09 No Employee, except the Transportation Coordinator, Catering Vehicle Operator – Cook, or Head Wrangler shall be required or permitted to make written or verbal agreements with the Employer or its representative which conflicts with this Master Agreement. Such an agreement shall not be effective without prior approval of the Union.

ARTICLE FOUR: WORK PERMITS

4.01 **Guaranteed Permits:** The Employer will be allowed one (1) permit.

Notwithstanding the foregoing, this language is not intended to alter the practice of granting work permits to non-Union represented Employees on all productions covered by this Master Agreement as outlined herein.

4.02 **Qualified Permits:**

After the Employer has given reasonable consideration (including the granting of an interview if requested by the Union) to available qualified applicants, the Union will grant to the Employer work permits for persons who satisfy the following criteria:

(a) Persons who will operate specialty equipment not available in Alberta or the Northwest Territories; or

(b) Persons for whose position the Union is unable to supply qualified personnel.

4.03 **Counterpart Job Classifications:** If the Employer chooses to hire an individual who is not a member of the Union and does not qualify for a work permit as set out in this Master Agreement, the Employer must hire a counterpart position. This counterpart position shall be filled at the discretion of the applicable department in concert with the Union. In the situation where a permit being granted is contingent on a counterpart position being hired from the Union, the member must be employed for at least the same work hours.

ARTICLE FIVE: HOURS WORKED AND CANCELLATIONS

5.01 **Minimum Daily Call:** The minimum daily call – unless otherwise provided for in Article Nine – “Exceptions” – will be eight hours. There shall be no split shifts.

5.02 **Minimum Work Week:**

(a) Each individual Employee may have a different and distinct work week. The Employee's work week begins on the first day worked, unless the fractional work week is utilized in order to match the Employee's schedule with the work unit's work week. A "work unit" means a first unit, second unit, splinter unit, or any identifiable group of Employees working together within the Employer's productions.

(b) The regular work week 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 normally be the days off. The regular work week for each Employee engaged at or prior to the commencement of principal photography will be established by the Employer by no later than the commencement of principal photography. The regular work week for each Employee engaged after the commencement of principal photography will be established by the Employer prior to the Employee commencing their engagement.

(c) The Employer shall not lay-off and rehire the same Employee within the same work week for the sole purpose of avoiding premium pay.

- (d) No Employee shall be entitled to bump another Employee.
- (e) Once every three (3) prep/shooting weeks, and in the case of episodic television, once between hiatus periods (i.e., between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), or more frequently where agreed by the Employer and Union, the Employer may shift the work week without penalty by doing the following:
 - (i) shift the work week forward by adding one or two additional days off from the regular work week and begin the shifted work week on the following day, and
 - (ii) shift the work week back:
 - (A) by one day, by changing the seventh day of the regular work week to the first day of the shifted work week, provided that the sixth day of the regular work week is a day off and provided that the thirty-four (34) hour rest period applies;
 - (B) by two days, by making the preceding work week a prorated four day work week, giving the fifth day off, and making the sixth day the first day of the shifted work week, provided that the thirty-four (34) hour rest period applies.
 - (iii) The Union and the affected Employees shall be given three (3) calendar days' notice of such work week shift.
 - (iv) The Union agrees that it will not unreasonably withhold a request to vary the three (3) day notice requirement of Article 5.02(e)(iii) when such circumstance giving rise to such request is beyond the reasonable control of the Employer and occurs within the three (3) day notification period.

5.03 Work Performed on the Sixth Day Worked in the Work Week as Defined in 5.02(a) and 5.02(b): Unless the seventh (7th) day rate applies pursuant to Article 5.05, the minimum hourly rate for work performed on an Employee's sixth (6th) day worked for the Employer (local and distant locations) shall be one and one-half (1.5) times the Employee's straight time contracted hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate up to and including the twelfth (12th) hour. Work performed after twelve (12) hours worked shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.

5.04 Work Performed on the Seventh Consecutive Day Worked:

- (a) When an Employee is required by the Employer to work a seventh (7th) consecutive day in a work week or any other period of seven (7) consecutive calendar days, the minimum hourly rate applicable for work performed on the Employee's seventh (7th) day shall be two (2) times the Employee's straight time contracted hourly rate for the first eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.

- (b) Once any applicable seventh (7th) Day premium has been incurred per this Article 5.04, the first five (5) days of the Employee's established work week immediately thereafter shall revert to straight time for regular hours.
- 5.05 **Calculation of Time:** A work day starting on one calendar day and running into the next calendar day shall be credited to the first calendar day. For the purposes of computing pay for all hours, time shall be calculated in one-tenth (.1) hour increments so that an Employee shall be paid for a one-tenth (.1) hour period if the Employee works any portion of a one-tenth (.1) hour period.
- 5.06 **Overtime:** Except as provided above in Articles 5.03 and 5.04, hours worked in excess of eight (8) hours in days one through five (1-5) of an Employee's work week shall be calculated as follows:
- (a) **Eight to Twelve Hours:** Pay for hours worked after eight (8) hours worked shall be paid at the rate of one and one-half (1.5) times the Employee's straight time contracted hourly rate up to and including the twelfth (12th) hour.
- (b) **Thirteen to Fifteen Hours:** Pay for hours worked after twelve (12) hours worked shall be paid at the rate of two (2) times the Employee's straight time contracted hourly rate up to and including the fifteenth (15th) hour.
- (c) **Time in Excess of Fifteen Hours:** Unless otherwise provided in Article Nine – Exceptions, pay for hours worked after the fifteenth (15th) hour worked shall be paid at the rate of three (3) times the Employee's straight time contracted hourly rate.
- 5.07 **Fractional Work Week:** The Employer shall pay a weekly Employee whose assignment starts on other than the first day of the work week established for that Employee or ends on other than the last day of the work week established for that Employee one-fifth (1/5) of the Employee's weekly wages for each day worked during the fractional work week, provided that during the preceding or following work week of the Employee's assignment the Employee is provided a full work week. The foregoing is intended to apply to both the start and finish of production, any production hiatus, and the individual crew member coming on or off a production. An Employer may, at its discretion, reduce by one-fifth (1/5) the weekly guarantee for each day an Employee is absent.
- For clarity, when a weekly Employee works the day during the fractional work week that is immediately prior to the start of the following work week (e.g. a Sunday prior to the start of the following full work week on Monday) the sixth (6th) day payment prescribed in Article 5.03 shall apply to that fractional work week day.
- 5.08 **Over-Scale Employees:** The Employer and the Employee may, by individual negotiations at the time of the Employee's employment, agree that the portion of the Employee's pay which is in excess of the Scale Wage for such Employee, may be applied to any of the overtime payments, meal penalties, and premium pay for turn-around encroachment. Calculation of all such payments, meal penalties and premium pay for turnaround encroachment must be recorded in the Employee's weekly timesheets.
- 5.09 **Force Majeure:** The Employer may declare a Force Majeure, cancelling work calls, laying off Employees during a work day, or otherwise suspending production without prospective obligations to Employees, as the result of an inability to provide work because of an

unforeseen circumstance beyond its reasonable control. Force Majeure includes, but is not limited to: riot, war, fire, earthquake, hurricane, flood, injury, illness, labour dispute, strike, or the failure or inability of a key cast member to perform or the director to undertake their duties, or governmental regulation or order in a national emergency. In such unforeseen circumstance, the Employer shall furnish a statement in writing to the Union within twenty-four (24) hours, or as soon thereafter as practicable, as to the reason for the Force Majeure. Employees will be paid at least for the minimum call should the Force Majeure occur during working hours.

5.10 Cancellation of Call:

(a) Any change or cancellations of calls due to adverse weather shall be made if possible, before the Employee leaves work at the end of the day. Due to adverse weather, the Producer may cancel a crew call up to eight (8) hours prior to the starting time of the call. Between eight (8) hours and four (4) hours notice of cancellation prior to the starting time of the call, a minimum credit of four (4) hours shall be paid to the Employees at the days prevailing rate. The Union shall notify the Producers by 10:00 p.m., prior to the morning of production of its inability to fill a position in order to allow the Producer to make other arrangements for that specific occasion.

(b) For changes or cancellations, other than for adverse weather, the Employer may cancel an Employee's call up to the start of turnaround in effect prior to the starting time of the call and shall not be required to pay the Employee for such cancelled call. Between the turnaround in effect and eight (8) hours' notice of cancellation prior to the starting time of the call, a minimum of four (4) hours shall be paid to the Employee at the day's prevailing rate. If the notice of cancellation is less than eight (8) hours, the Employee shall be paid for eight (8) hours at the day's prevailing rate.

5.11 Change of Call: Any Employer may postpone an Employee's call with a minimum notification of the number of hours of daily turnaround in effect.

5.12 Stand-By Calls: There shall be no stand-by calls. Hiatus, Holidays or days that would otherwise constitute the sixth (6th) or seventh (7th) day worked in the Employee's work week are not considered regular days of work. When an Employee is dismissed on the fifth (5th) day worked in the work week with a call for work on the first (1st) day of the following work week, it shall not be considered a relay or stand-by call. The above also applies to calls spanning a Hiatus or Holiday.

5.13 Hiatus: In the event of a hiatus (a break or gap in a continuing production or series of productions without compensation), which exceeds thirty (30) days, Employees shall be free to seek employment on other productions and each party shall be deemed to have provided sufficient notice to the other of the termination of employment. The Employer will consult with the catering department regarding the amount of prep required prior to returning from hiatus.

5.14 Injury, Illness and Bereavement Leave: If any Employee suffers an injury, any illness or the death of a family member after the engagement commences, which prevents the Employee from performing duties, the Employer shall pay the Employee's contracted compensation for one day of injury, illness or bereavement one time per production, or provide the Employee with the Employee's minimum entitlement to paid time off for injury, illness or bereavement prescribed by applicable employment standards legislation, if

greater. The Employer retains the right to require a doctor's certificate for the Employee's injury or illness provided that right is exercised in a manner that is correct, fair and reasonable. The Employee shall report any illness, injury or bereavement to the Employer as soon as possible so adequate replacement may be made, if necessary.

For the purposes of this section "family member" shall have the same definition as defined in the bereavement leave provisions of the Alberta Employment Standards Code and its regulations.

ARTICLE SIX: TURNAROUND

6.01 Turnaround:

(a) Daily Turnaround:

- (i) There shall be an eight (8) hour rest period between the end of one shift and the next call. If such rest period is encroached, the Employee shall be paid for the encroached time at the same rate such Employee was receiving at the end of the Employee's preceding shift, but in no event less than one and one-half times (1.5x) the Employee's straight time contracted hourly rate. In no event shall such rate be in excess of three times (3x) such Employee's straight time contracted hourly rate.
- (ii) After sixteen (16) hours of work, which does not include the first meal period, when the daily turnaround is encroached by two (2) or more hours for two (2) consecutive days, the Employee(s) will receive an additional hour of daily turnaround for the next call. This shall not apply to weekend turnaround.
- (iii) Daily turnaround encroachment shall be calculated pursuant to article 5.05.

- (b) **Six-Day Turnaround:** Where the Employee works six consecutive days in a work week, there shall be a continuous thirty-two (32) hour rest period, which includes the eight (8) hour rest period in subparagraph (a)(i) above, for each Employee who works the sixth day in a seven day work week. If such rest period is encroached, such Employee shall be paid at a rate equal to two times (2x) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3x) such Employee's straight time contracted hourly rate. Such rate shall be paid for the time beginning at the start of the next call through the end of such encroached thirty-two (32) hour rest period and calculated pursuant to article 5.05.

- (i) **Six-Day Worked Turnaround Encroachment Applicable to the Seventh Day of Work Week:** Where the sixth day worked occurs on the seventh day of the work week, there shall be a continuous thirty-two (32) hour rest period between the end of the shift on the fifth day and the commencement of the shift on the seventh day for each Employee who works a sixth day on the seventh day of the work week. If this rest period is encroached, the Employee shall be paid at a rate equal to two times (2x) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3x) such Employee's straight time contracted hourly rate for the time beginning at the start of the sixth day worked through the end of the encroached thirty-two (32) hour rest period and calculated pursuant to article 5.05.

Should there be no encroachment of this continuous thirty-two (32) hour rest period no turnaround encroachment will apply and only payment per Article 5.03 shall apply.

- (c) **Five-Day Turnaround:** There shall be a fifty-two (52) hour rest period, which includes the eight (8) hour rest period in subparagraph (a)(i) above, for each Employee who works a five-day-work week. If such rest period is encroached, such Employee shall be paid at a rate equal to two times (2x) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3x) such Employee's straight time contracted hourly rate. Such rate shall be paid for the time beginning at the start of the next call through the end of such encroached fifty-two (52) hour rest period and calculated pursuant to article 5.05.
- (d) **Statutory Holiday Turnaround:** There shall be a twenty-four (24) hour rest period, in addition to the rest periods described in subparagraphs (a)(i), (b) and (c) above, for each Employee for a Statutory Holiday. If such rest period is encroached, such Employee shall be paid at a rate equal to two times (2x) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3x) such Employee's straight time contracted hourly rate. Such rate shall be paid for the time beginning at the start of the next call through the end of such encroached thirty-two (32) hour rest period, fifty-six (56) hour rest period or seventy-six (76) hour rest period, which ever applies, and calculated pursuant to article 5.05.

ARTICLE SEVEN: TRAVEL

7.01 Studio Zones:

- (a) **Calgary Zone:** For the purpose of this Master Agreement, the boundary of Calgary shall be defined as per Schedule "B" and "C". Such zone shall be classified as the Studio Zone. Locations within the Studio Zone shall be considered as a "report to" location.
- (b) **Edmonton Zone** - For the purpose of this Agreement, the boundary of Edmonton shall be considered a circle with a radius of forty-five (45) kilometers, centered at City Hall. Such zone shall be classified as the Studio Zone. Locations within the Studio Zone shall be considered as a "report to" location. See Schedule "D".
- (c) **Yellowknife Zone** – For the purpose of this Agreement, the boundary of Yellowknife shall be considered a circle with a radius of forty-five (45) kilometers, centered at City Hall. Such zone shall be classified as the Studio Zone. Locations within the Studio Zone shall be considered as a "report to" location. See Schedule "E".
- (d) **Distant Location:** For Distant Locations, the Employer may designate, after consulting with the Union, an additional Studio Zone for an area within a circle having a radius of up to twenty-five (25) kilometres but not to exceed an average driving time of thirty (30) minutes, centered around and measured from the accommodation. Such Studio Zone may not overlap the Calgary, Edmonton or Yellowknife Studio Zones.

7.02 Travel Time Payment:

- (a) Travel time outside a Studio Zone shall be paid at the Employee's applicable hourly rate of pay.

- (b) On days when no work is to be or has been performed by the Employee, travel shall be compensated with an allowance equivalent to four (4) hours at the Employee's straight time contracted hourly rate or at the Employee's straight time contracted hourly rate for time travelled, whichever is greater, but in no event an allowance more than the equivalent of eight (8) hours of pay at straight time. The second consecutive day of travel shall be paid as a day worked at no less than the rate for such travelling Employee's minimum call for that day of the Employee's work week. When overseas travel is planned the Employer shall, in good faith, address travel arrangements in advance to mitigate extended travel periods.
- 7.03 **Nearby Location:** For locations outside the boundaries of the Studio Zones where the Employee will not be required to be lodged overnight, the Employer shall provide transportation to and from the location from a marshalling point or points within the Studio Zones. If this transportation is provided, Employees shall be obligated to use it.
- 7.04 **Parking:** Whenever the Employer does not provide transportation and Employees use personal vehicles to transport themselves to any type of location, the Employer shall provide 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.
- 7.05 **Distant Location:** When housed overnight or longer, on location outside a Studio Zone, the Employee shall receive, in addition to the applicable wage scale, all necessary lodging expenses (lodging to be single occupancy equal to the Canadian Automobile Association (CAA) standards where reasonably available) plus approved per diem and transportation expenses, to, from, and while on the job.
- 7.06 **Per Diem Allowance:**
- (a) On distant locations, except resorts, within any Province or Territory, the Employee shall be paid in advance a per diem allowance commensurate with the standard of living in the work area but not less than \$70.00. However, if meals are provided at the expense of the Employer, the per diem allowance may be reduced in the following manner: Breakfast, \$15.00; Lunch, \$20.00 and Dinner, \$30.00. The foregoing dollar amounts will be payable in U.S. dollars when in the United States.
- (b) On resort distant locations, within any Province or Territory, the Employee shall be paid in advance a per diem allowance commensurate with the standard of living in the work area but not less than \$75.00. However, if lunch is provided at the expense of the Employer, the per diem allowance may be reduced in the following manner: Lunch, \$20.00. The foregoing dollar amounts will be payable in U.S. dollars when in the United States.
- 7.07 **Unworked Sixth or Seventh Days, or Statutory Holidays on Distant Location:** An Employee on distant location shall receive \$130.00 per diem on an unworked sixth day in lieu of any other payment and \$130.00 on an unworked seventh day in lieu of any other payment. An Employee on distant location shall receive a \$65.00 per diem on an unworked Statutory Holiday in lieu of any other payments. For all additional days not worked while on distant location, the Employee will receive eight (8) hours of straight time pay plus a \$65.00 per diem. With respect to the foregoing, fringe payments shall not apply.

- 7.08 **Travel Insurance:** Each Employer shall provide its Employees with a minimum of \$250,000.00 of Accidental Death and Dismemberment Insurance when the Employee is required to travel at the request of an Employer if transportation is furnished by that Employer and used by the Employee. The benefits resulting from the policy mentioned above shall be payable to the Employee or, in the event of death, to the beneficiary designated by such Employee. If no designation has been made then such indemnity shall be paid to the estate of the deceased.
- 7.09 **Weather Warnings:** Each Employee will be informed prior to departure as to what can be expected in respect to weather conditions at or near the shooting site so that the Employee may reasonably provide themselves with suitable clothing and/or equipment.
- 7.10 **Use of Personal Vehicles:** Employee vehicles can be used on Employer business only if authorized by the Employer. An Employee shall arrange for adequate insurance coverage before using their motor vehicle on Employer business. It shall not be a violation of this Master Agreement for an Employee to refuse to use their motor vehicle on Employer business. When an Employee uses their vehicle in authorized Employer business, an allowance of forty-five cents (\$0.45) per kilometre shall be paid.
- 7.11 **Report-to Location:** Employees who travel, or report to, shall only have one such location where they initially report for work to begin their day. Such Employee shall finish their day where they started such day, where their personal vehicle is parked and/or stored. If such an Employee moves to a different location during the course of the Employee's workday, the Employee shall finish their day and be off the clock at that location, but the Employer will compensate the Employee an amount equal to the cost of travel back to the report-to location, based on the Employee's applicable hourly rate, excluding turnaround encroachment.

ARTICLE EIGHT: MEALS

- 8.01 **Scheduling Meal Periods:** An Employee's first meal period shall commence within six (6) hours after the time of their first daily call; subsequent meal periods shall commence within six (6) hours after the end of the preceding meal period. An Employee's first meal period shall commence no earlier than two (2) hours after the Employee reports to work.
- 8.02 **Early Call Employees (Non-Deductible Meal):** An Employee required to report prior to the general crew call shall be provided a reasonable hot meal, which shall be paid- through as time worked. Such paid-through meal (a.k.a. "Non-Deductible Meal") shall be no less than eighteen (18) minutes in duration. During this paid-through meal period, the Employee will be freed of all activity. Such paid-through meal must be within two (2) hours before general crew call or two (2) hours after general crew call and shall not be considered the first meal. The next meal period shall be no later than six (6) hours from general crew call.
- 8.03 **Meal Periods:** If the Employer has elected to calculate meal penalties as provided in Article 8.05, for the first (1st) meal period of the work day, all Employees are to receive an unpaid meal period of no less than thirty (30) minutes after the last crew member has been served, or no more than sixty (60) minutes after the first crew member has been served. Said meal period shall be no less than thirty (30) minutes. The second (2nd) meal period shall be paid through as time worked. The "non-deductible meal" described in Article 8.02 above shall not be counted as a meal period.

8.04 **Meal Penalty Buyout:** Unless the Employer has elected to calculate meal penalties as provided in Article 8.05, the Employer, in lieu of all meal penalties, will provide a thirty (30) minute paid-through non-deductible meal and a buyout of thirty dollars (\$30.00) to all Employees who work in excess of ten (10) hours in a day. The payment shall be applicable to each day in which the camera is live. An Employer exercising this option is still required to provide meals to the Employees.

8.05 **Calculation of Meal Penalty:** If any Employee is unable to commence a meal period by the end of the sixth (6th) hour of work, the Employer may, in lieu of a meal penalty buyout under Article 8.04, elect to pay the Employee a meal penalty as per the following scale until such time as the meal period is forthcoming:

- (a) First 2/10 (.2) of an hour: no penalty, but shall not be scheduled or abused.
- (b) Next 3/10 (.3) of an hour: \$7.50 for any portion thereof.
- (c) Next one (1) hour: \$2.50 for each 1/10 (.1) hour increment.
- (d) Thereafter: \$3.00 for each 1/10 (.1) hour increment.

The first 2/10 (.2) of an hour grace period shall not be scheduled nor automatic, nor is it intended for everyday use. Such grace period may not be utilized when the meal period has been extended as permitted by Article 8.05. An Employer wishing to exercise this option in lieu of paying a meal penalty buyout must elect to do so prior to the commencement of principal photography and must continue with this option for the duration of the production.

8.06 **Meal Period Extensions:** 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 one-half (.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.

8.07 **Rocky Mountain Hours:** The Employer, with ten (10) hours' notice, may institute a "Rocky Mountain Hours" system which consists of:

- (a) 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 (.5) 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.
- (b) Should work continue past the eleventh (11th) hour, such work shall be paid for by the additional payment of the applicable rates of overtime pay.
- (c) Any Employer that institutes Rocky Mountain Hours will provide a continuing hot buffet accessible to the Employees.
- (d) Unless otherwise provided in Article Nine – Exceptions, meal penalties shall apply if work continues past eleven (11) hours of elapsed time commencing with the general crew call, in which case meal penalties shall be paid commencing at the end of the sixth (6th) hour from the beginning of the general crew call.

(e) The Employer shall make reasonable efforts to provide the Catering Department a

minimum of thirty-six hours' notice prior to the commencement of Rocky Mountain Hours.

- (f) When Rocky Mountain Hours are initiated, production will consult with the Catering Vehicle Operator – Cook regarding appropriate staffing for the department.
- (g) The Employer will consult with the Catering Vehicle Operator – Cook to determine if an additional catering truck is required to accommodate the Employees on Rocky Mountain hours and the Employees not on Rocky Mountain Hours.
- (h) All Employees not on scheduled Rocky Mountain Hours shall be accorded the meal standards per 8.01 and 8.12 of this Master Agreement.

8.08 **Meal Periods for Employees Working Off-Set:** Any Employee working off-set shall be responsible for scheduling their own meal periods at five (5) hour intervals and shall not incur meal penalties, however:

- (a) When an off-set Employee is required to work on location where convenient meal facilities are lacking, and the camera is live, then the Employer will furnish meals unless the Employee is notified no later than the night before reporting to work that such facilities are lacking. If the Employer fails to provide such notice to the Employee or to the Union when requesting dispatch, the Employee will be paid a meal allowance of \$20.00 on the next regular paycheck.
- (b) When the Employer furnishes meals to a shooting unit away from any studio facility and an off-production crew is working on the same site at the same time for the same production, the Employer, at its discretion, may furnish meals to the off-production crew.

8.09 **Second Meal Penalty Buyout:** Except as provided in Article 8.08, and if the Employer has elected to calculate meal penalties as provided under Article 8.05, each Employee whose work schedule extends past the start of the second meal (not counting breakfast) may receive a meal provided by the Employer or, in lieu thereof, shall be paid \$30.00 per day (\$25.00 per day for Pilots) on the next regular paycheck. Meal penalties are not applicable.

8.10 **Shelter and Washroom Facilities:**

- (a) **Shelter:** The Employer will make a reasonable effort in providing a suitable shelter for serving catered meals.
- (b) **Washroom Facilities:** The Employer will make a reasonable effort in providing adequate, conveniently located, sanitary washroom facilities on all temporary or permanently established pre-production, production, and post-production work sites. The Employer will make a reasonable effort to ensure that provided washrooms are equipped with hand washing facilities and are stocked with sufficient supply of soap, toilet paper, and individual clean towels. Where the washrooms lack hand washing facilities, the Employer will make a reasonable effort to place within immediate proximity to the washrooms adequate hand washing stations.

8.11 **Beverages/Environmental Awareness:** The Employer shall provide coffee, tea, ice water and other soft beverages and use its best efforts to make them accessible to all on-set

Employees. The Employer also shall use its best efforts to supply suitable beverages to offset Employees working in isolated areas. Further, the Employer shall use its best efforts to supply environmentally compatible containers for all such beverages.

- 8.12 **Absence of Catering and Culinary Selection:** In the absence of catering, all Employees shall receive a meal break of sixty (60) minutes. Adequate travel time to and from a restaurant or other eating establishment shall be considered time worked but shall not incur penalties.
- 8.13 **Proper Meal:** Adequate hot meals with a reasonable selection shall be provided. It is understood and agreed that snacks: *i.e.*, soft drinks, hot dogs, pizza, etc. do not constitute a proper meal.

ARTICLE NINE - EXCEPTIONS

9.01 Four (4) Hour Call

An Employee may be called to work for not less than four (4) hours pay at the Employee's contracted hourly rate, or in the case of flat-rate Employees, for not less than one-half (.5) the flat-rate Employee's prorated salary for one-half day, for cast and office drivers, airport pick-ups/drop-offs on the drivers sixth and seventh days only.

For clarity, an employee called to work on the seventh (7th) day of the work week will be compensated at the seventh (7th) day premium rate regardless of whether the employee worked on the sixth (6th) day of the work week. This provision is applicable to days when the camera is not live.

9.02 Overtime in Excess of Fifteen Hours

Tier B and C Productions – Pay for hours worked after the fifteenth (15th) hour worked shall be paid at the rate of two and a half (2.5) times the Employee's straight time contracted hourly rate.

For clarity, Article 9.02 is not applicable to a Tier A Television Series/Pilot that is accessing the Appendix "1" New Television Series/Pilot Incentive.

ARTICLE TEN: HOLIDAYS

- 10.01 **Statutory Holidays:** The following days are defined as Statutory Holidays and must be observed with a day off: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, National Day for Truth and Reconciliation, and any other Holiday prescribed by regulation.

The days of Christmas Eve and New Year's Eve shall not be considered holidays. Notwithstanding the above any Employee working after four o'clock p.m. (4:00 p.m.) on either day shall be paid three (3) times the Employee's straight time contracted hourly rate thereafter.

- 10.02 **Payment of a Statutory Holiday Worked:** The minimum hourly rate for work performed on a Statutory Holiday worked for the Employer (local and distant locations) shall be one and one-half times (1.5x) the Employee's straight time contracted hourly rate for the first

eight (8) hours. Work performed after eight (8) hours worked shall be paid at the rate of two times (2x) the Employee's straight time contracted hourly rate up to and including the twelfth (12th) hour. Work performed after twelve (12) hours worked shall be paid at the rate of three times (3x) the Employee's straight time contracted hourly rate.

- 10.03 **Payment for an Unworked Statutory Holiday:** Payment for an unworked Statutory Holiday shall be compensated pursuant to Appendix "1" of this Master Agreement. An Employee engaged on a weekly guarantee will have their weekly rate or guarantee reduced by one-fifth (1/5) for each unworked holiday that falls within the Employee's guaranteed work week.
- 10.04 **Holidays and the Guaranteed Period of Employment:** Holidays shall apply against a guaranteed period of employment whether worked or not.
- 10.05 **Waiver of Designated Holiday:** When a holiday, other than Christmas Day, Boxing Day, Good Friday, Remembrance Day, New Year's Day, and National Day for Truth and Reconciliation falls on the second, third, or fourth work day of the work week, the Employer may designate the first or fifth work day of the work week as the day the holiday is to be observed, and the actual day of the holiday shall be worked and paid for at straight time. The Employer shall file notice of the designated holiday schedule with the Union no later than seven (7) calendar days prior to the holiday for Pilots, and no later than ten (10) calendar days prior to the holiday for all other productions.

ARTICLE ELEVEN: ADDITIONAL FRINGES

11.01 **CMPA Administration Fee:**

- (a) **Member in Good Standing:** If the Employer is a member in good standing of the CMPA as of the date of remittance of the administration fee, the Employer shall pay directly to the CMPA two percent (2%) of all gross remuneration paid to Employees to a maximum of four thousand, seven hundred and fifty dollars (\$4,750) for a feature film or movie of the week, pilot or part of a mini-series, or two thousand, three hundred and seventy-five dollars (\$2,375) per episode of a series. Gross remuneration is inclusive of vacation pay. The Employer shall process this payment with the regular payroll and remit the monies directly to the CMPA within seven (7) days. During the life of this Master Agreement, the CMPA reserves its rights to amend the amounts payable at its sole discretion. The Employer's obligations to pay these fees to the CMPA shall not be reduced, waived or otherwise varied absent the CMPA's express written consent.
- (b) **Member Not in Good Standing:** An Employer who is not a member in good standing of the CMPA shall remit an amount equivalent to two and one half percent (2.5%) of all gross remuneration paid to Union Members with no maximum amount, directly to the CMPA. Gross pay is inclusive of vacation pay. The Employer shall process this payment with the regular payroll and remit the monies directly to the CMPA within seven (7) days. The Employer's obligations to pay these fees to the CMPA shall not be reduced, waived or otherwise varied absent the CMPA's express written consent.

11.02 **Union dues and Permit Fees:**

- (a) **Working Dues** - The Employer shall deduct and submit to Prairie Teamsters Administration Services Ltd. on a weekly basis an amount equal to two percent (2%) of

the total gross earnings of any Employee covered by this Master Agreement who is a member in good standing of General Teamsters Local 362 Motion Picture Division as Working Dues.

- (b) **Permit Fees** - The Employer shall deduct and submit to the Union on a weekly basis an amount equal to three percent (3%) of the total gross earnings of any Employee covered by this Master Agreement who is not a member in good standing of General Teamsters Local 362 Motion Picture Division as Permit Fees.

ARTICLE TWELVE-- PAYMENT OF WAGES

- 12.01 **Payroll Period:** For the purposes of uniformity, the payroll period shall be from 12:01 a.m. on Sunday of the work week to 12 midnight on Saturday of the work week, except if work beginning on Saturday runs past 12 midnight, work time after 12 midnight shall be credited to Saturday. All times shall be computed in one-tenth (.1) of an hour increments. Each Employer shall not make deductions from any such wages unless authorized by statute, court order, arbitration award, or this Master Agreement.

- 12.02 **Wage Payment and Pay Day:** All wage payments shall be made by check, or cash evidenced by a written voucher receipted by the person to whom such cash is paid. Paychecks shall be ready no later than four p.m. (4:00 p.m.) of the fifth (5th) work day following the week worked. The Employer will include in the copy of the time report attached to the paychecks the following: Employee's name and address; job classification; pay period ending date; Union membership; dates worked; hours worked; wage and overtime rates; itemization and identification of all allowances, penalties, premiums and fringes paid and deductions made; and gross and net amounts for the pay period and year to date totals for gross wages, deductions, allowances, penalties, premiums and fringes.

A copy of the Employee time report and time sheet will be forwarded to the Union, accompanied by all applicable remittances, on a weekly basis. If a Saturday, Sunday, or holiday falls on a regular pay day, payment will be made on the preceding work day. The Employer will distribute paychecks to the Employees during their shifts that day. If, for any reason, this is not feasible in the case of any individual or group of Employees, the Employees involved shall be so notified by the Production Manager before the end of their shifts and advised by the Production Manager as to the time when their paychecks will be available. In any such case, the paychecks shall be given to the Production Manager or the person designated by the Production Manager to distribute.

- 12.03 **Payroll Service:** In the event an Employer uses a payroll company or other outside person(s), or entity (herein referred to collectively as the "payroll service") to handle or facilitate the payment of wages or other benefits to or on behalf of an Employee or Employees covered by this Master Agreement, the Employer agrees and acknowledges that it is and remains the Employer of such Employee(s) for the purposes of all the provisions of this Master Agreement, and that the Employer remains liable and responsible for compliance with such provisions.

- 12.04 **Termination Pay**

- (a) If the Record of Employment (ROE) and paycheck are not given to the Employee at the time of termination:

- (i) All outstanding pay will be issued:
 - 1) within 3 days, if the Employee is laid off or if the employment relationship ends without cause;
 - 2) within 10 days, if the Employee is terminated with cause.
 - (ii) The ROE will be issued:
 - 1) within a reasonable time frame, or
 - 2) within 5 days of the end of employment, if requested by the Employee to the Employer.
 - (b) If terminated while on distant location, the Employee shall be entitled to room and board at no cost until the Employee is provided return transportation.
 - (c) As directed by the Employee, a check mailed to the address of the Employee, or to the Union office, within the time as required above, is payment hereunder.
- 12.05 **Time-Keeping:** Each Employer shall maintain an adequate system of time-keeping to record the times that an Employee reports for and leaves work each day, and to record the commencement and completion of the Employee's meal period(s). The time records shall be open to inspection by a duly authorized representative of the Union at reasonable times and for reasonable cause upon giving the subject Employer reasonable notice. No Employee shall be required to sign a blank timesheet.
- 12.06 **Rundown Sheet:** The Employer shall provide to the Union, on a daily basis, a "rundown sheet" listing the name of each Employee employed on the previous day. Should the Employer fail to provide the "rundown sheet" as required, the Union will contact the Employer to allow the Employer to cure any non-compliance.
- 12.07 **Deal Memorandum:** The Employer shall, within five (5) days of signing a Deal Memorandum with any individual Employee or dependent contractor covered by this Master Agreement, supply the Union with copy of same.

ARTICLE THIRTEEN: DISPATCH

13.01 **Dispatch:**

- (a) Notwithstanding any other provision of this Master Agreement, no person shall be considered to be an Employee with the rights under this Master Agreement by the sole reason of being eligible to be dispatched from the Union to the Employer. A person will be considered employed by the Employer when the person is actually dispatched by the Union and the Employer accepts the dispatch assignment. The Employer shall not refuse to accept a dispatched member or delay acceptance of such dispatched member except for just and reasonable cause. Just and reasonable cause for purpose of this provision shall include, but is not limited to:
 - (i) Previous discharge from the employ of the Employer;
 - (ii) Previous discharge from the employ of an Employer that is in the same series

as, or is otherwise related to (e.g. a sequel) the Employer dispatched to, provided that previous discharge occurred within five (5) years of the date of dispatch.

- (iii) Being subject to discipline for reasons of safety, insubordination or job performance deficiency by the Employer or another movie industry employer at the time the dispatch request is made notwithstanding that an arbitrator may later set aside or modify such discipline.

(b) A job classification must accompany any order for driver.

13.02 Performing Duties in a Higher Classification:

- (a) Employees may be required to perform work in any job classification listed in the wage scale.
- (b) If at the direction of the Employer, an Employee works for four (4) hours or more in a classification higher than the classification under which the Employee is called for work, the higher rate shall prevail for the entire workday. The Employee reverts to the Employee's regular classification on the following day unless notified to the contrary.
- (c) Work time in either a higher or a lower classification shall be credited to fulfill the minimum call of the current classification.

ARTICLE FOURTEEN: LAY-OFF AND DISCHARGE

14.01 Guaranteed Period of Employment:

- (a) The obligation of an Employer upon entering into a deal memo for the employment of any Employee to furnish services during guaranteed periods of employment shall be wholly satisfied by the payment of the contracted wages and benefits for the applicable guaranteed period.
- (b) If any Employee is terminated before the completion of the guaranteed period of employment, the Employer shall pay the Employee all remaining unpaid non-deferred, non-contingent wages as provided in the Employee's deal memo. The provision above shall not apply and the Employer shall not be obligated to pay the Employee for the guaranteed period if:
 - (i) the Employer has discharged the Employee with just and reasonable cause; or
 - (ii) the Employer has terminated the Employee in accordance with the Force Majeure provisions of this Master Agreement; or
 - (iii) if the Employee fails to render services.

14.02 Lay-Off Defined: "Lay-Off" means a temporary or permanent severance of employment — other than Discharge — due to a shortage of work, including Holiday, Hiatus, scheduled termination, or general payroll default.

14.03 Order of Lay-off: The Employer agrees that should any lay-offs occur, the Employees to be affected shall be decided by the department head, taking seniority and job qualifications into consideration. Seniority shall mean each person's respective seniority on this project only, with permit members being the first to be laid off, and members of the Union being

the last Employees to be laid off, provided such Employee has the ability to perform the remaining work.

- 14.04 **Weekly Employees - Notice of Lay-Off and Severance Pay:** All weekly Employees shall be given a one (1) week notice, or one (1) week of severance pay in lieu of such notice, or a combination thereof. In turn, all weekly Employees shall give the Employer one (1) week notice before resigning and if such Employee fails to do so, the Employer will not be required to re-employ the Employee.
- 14.05 **Daily Employees - Notice of Lay-Off:** Daily Employees will be notified prior to the end of their shift with an Employer.
- 14.06 **Written Guarantee:** The guaranteed length of employment shall be daily or weekly. A guarantee for a longer term shall be specifically set forth in writing. An Employee may be replaced following completion of the guaranteed period of employment.
- 14.07 **Discharge:** No Employee shall be discharged (as distinguished from replacements or layoffs) by an Employer without just and reasonable cause. If the Union believes the action to be unjustified, the Union may file a grievance which shall be handled in accordance with Article Fifteen. Any party to the grievance under this Article may make a written demand for an expedited arbitration pursuant to Article 15.05. The Arbitrator shall have the power to reinstate the Employee with or without full compensation, to award damages in lieu of reinstatement, or to sustain the discharge. Refusal to comply with an order, directive, or assignment that is unlawful, unsafe, or which is known by the Employee to be in violation of a location permit shall not result in discipline or discharge. An Employer will not be required to re-employ an Employee previously discharged by such Employer under this Article.
- 14.08 **Industry Termination:** An Employer is not required to employ, and the Union will not dispatch a person previously discharged for any reason by the film and television industry Employers three (3) times provided that no Employee shall be discharged (as distinguished from replacements or layoffs) by an Employer without just and reasonable cause. An agreed list of Industry Terminations will be maintained by the Union and CMPA and updated on a regular basis.

ARTICLE FIFTEEN: GRIEVANCE AND ARBITRATION

- 15.01 **Statement of Policy:** The Union, CMPA and the Employer recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time consistent with the provisions of this Article. The Union shall make a careful and thorough investigation of an Employee's complaint before submitting it under the grievance procedure in order to ascertain whether, in its opinion, the complaint is reasonably justified under the terms of this Master Agreement and that there is reasonable ground to believe that the claim is true in fact. No Employee shall be discriminated against for reasonably making a complaint or filing a grievance asserting a violation of this Master Agreement. There shall be no slowdown, disruption or stoppage of work including strikes or lock-outs.
- 15.02 **Grievance Defined:** All complaints, discipline, disputes, or questions of the Employer, Union or CMPA, as to the interpretation, application, or performance of this Master Agreement (excluding jurisdictional disputes) or any deal memo, including any question about whether a matter is arbitrable, shall be settled between the Employer directly involved

and the duly authorized representative of the Union and CMPA, respectively. Any party to the grievance may participate in grievance meetings.

15.03 Grievance Procedure:

- (a) To be valid, grievances must be filed within thirty (30) calendar days of the occurrence of the event(s) upon which the grievance is based, or, within thirty (30) calendar days after the facts underlying the grievance became known or should have reasonably become known but in no case more than one hundred eighty (180) days from the event giving rise to the grievance. A grievance is filed by delivering to the Employer or Union as applicable, as well as the CMPA when filed by the Union or Employer, a written statement of grievance, which shall set forth the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the grievor, and the relief sought. If the Employer, Union, or CMPA fail to agree to meet within fourteen (14) calendar days after the receipt of the statement of grievance, or they do meet and fail to resolve the grievance, then the Employer, Union, or CMPA may proceed to final and binding arbitration pursuant to Article 15.04.
- (b) Other than a written Arbitrator's award, any other settlement or withdrawal of a grievance shall be non-binding and non-citable in any subsequent grievance or arbitration unless the bargaining parties to this Master Agreement through negotiations or the consultation committee agree in writing to adopt the settlement for purposes of contract interpretation.

15.04 Arbitration Procedure: If the grievance procedure fails to resolve the grievance, any party to the grievance may proceed to final and binding arbitration as permitted by Article 15.03 by delivering to the other parties a written demand for arbitration which shall set forth the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the claimant, and the relief sought. Such demand must be served not later than thirty (30) days after the filing of the grievance or the grievance will be waived. Within fourteen (14) calendar days following service of the demand for arbitration, or within such additional time as the parties mutually agree upon in writing, the parties will attempt to mutually agree upon an Arbitrator. If possible, the date of the arbitration hearing will be within fourteen (14) calendar days from the date the Arbitrator is selected. The Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievor, and fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision, unless the parties to the arbitration mutually agree that a written decision is not necessary. The Arbitrator's written decision shall be issued within thirty (30) calendar days from the date final arbitration briefs, if any, are submitted, or the last day of the arbitration hearing, whichever is later.

15.05 Expedited Arbitration: Expedited Arbitration is available only in cases in which it is specifically permitted under this Master Agreement, or upon the mutual consent of the parties to the arbitration. Within five (5) business days of receipt of a written demand for an expedited arbitration in cases that permit expedited arbitration under this Master Agreement, or within five (5) business days of a written agreement to proceed to an expedited arbitration, an Arbitrator. The date of the arbitration hearing will be within fourteen (14) calendar days from the date the Arbitrator is selected. The Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievor, and fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision, unless the parties to the

arbitration mutually agree that a written decision is not necessary. Arbitration briefs, if any, must be submitted no later than noon on the day after the arbitration hearing. The Arbitrator's written decision shall be issued within five (5) calendar days from the last day of the arbitration hearing or the date final arbitration briefs, if any, are submitted, whichever is later.

- 15.06 **Arbitrator's Authority:** The Arbitrator shall have the power to determine and resolve the issue(s) and only award wages, benefits, and/or protections consistent with the contract, which are necessary to ensure the Employee or Employer receives the benefit of the bargained wages, benefits and/or protections. The Arbitrator shall not have the power to amend, modify or effect a change in any of the provisions of this Master Agreement, or to determine jurisdictional disputes.
- 15.07 **Costs:** The Arbitrator's fees and a court reporter's fees shall be borne equally by both Parties. Expenses of witnesses, however, shall be borne by the Party who calls them.
- 15.08 **Canadian Joint Grievance Panel:** In the alternative to the arbitration procedure, the Parties may elect by mutual agreement to refer the matter to the Canadian Joint Grievance Panel. The Parties agree that such decision will be final and binding on the parties, including the grievor, and fully enforceable in a Court of competent jurisdiction, but will not set a precedent in any future grievances or disputes. The cost of the panel hearing shall be shared equally between parties to the panel hearing. The panel shall possess the same powers and be subject to the same limitations of an arbitrator as set out in Article 15.06.
- 15.09 The CMPA shall notify the Employer/ Union fifteen (15) business days prior to the commencement of the arbitration or panel hearing of its intention to participate in the proceeding. The CMPA may appear as a representative of the Employer and/or party in its own right.

ARTICLE SIXTEEN: SAFETY

- 16.01 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 each Employer:
- (a) To provide employment and places of employment which are safe and healthful for the Employees.
 - (b) 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.
 - (c) To do every other thing reasonably necessary to protect the life, safety and health of Employees.
 - (d) 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.
- 16.02 Every Employer and every Employee shall comply with occupational safety and health standards and all rules, regulations and orders pursuant to applicable laws which, for greater certainty, include the *Occupational Health and Safety Act* and its Regulations and the *Workers' Compensation Act* and its Regulations.

16.03 No Employer or Employee shall:

- (a) 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;
- (b) Interfere with the use of any method or process adopted for the protection of any Employee, including him/herself, in such employment or places of employment.

16.04 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 where the Employee has a reasonable and good faith belief that imminent danger exists to the health and safety of that Employee. No set of safety regulations, however, can comprehensively cover all possible unsafe practices of working. The Employer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual Employee with regard to preventing accidents to themselves or their fellow Employees.

16.05 (a) Employers will copy the Union with all Workers' Compensation Board C060 Forms and OHS Investigation Reports within five (5) days of being provided to WCB or OHS. In addition:

- (b) Employers shall inform the Union as soon as reasonably practical when a workplace accident has resulted in an Employee being transported to hospital.

16.06 **First Aid Certificate Holders:** When an Employee possessing a valid Industrial First Aid Certificate is employed in the capacity of First Aid Attendant, such Employee shall be paid an additional one dollar (\$1.00) per hour.

16.07 **First Aid Assessments:** The Employer shall assess its first aid needs on each production in advance of the work day based on the anticipated circumstances for that day.

When an Employer has established a joint health and safety committee for the production, on which there are union/guild representatives, one (1) Employee covered under this Master Agreement will be a member of said committee.

ARTICLE SEVENTEEN: EMPLOYEE INDEMNIFICATION

17.01 **Employee Indemnification:** The Employer will defend, indemnify, and save harmless any Employee (including persons engaged through a loan-out company) for liability incurred during the effective dates of the Master Agreement and in the course of performance of the Employee's assigned duties and performed within the scope of the Employee's employment for the Employer that resulted in bodily injury, property damage suffered by any person(s) subject to the following conditions:

- (a) 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 the Article, gross negligence is defined as circumstances when it must be plain the magnitude of the risks involved are such that, if more than ordinary care is not taken, a mishap is likely to occur in which loss of life, serious injury or grave damage is almost inevitable.

- (b) The Employee shall cooperate fully in the defense of the claim or action, including, but not limited to, providing notice to the Employer immediately upon becoming aware of any claim or litigation, attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

- 17.02 **Duration of Protection:** The protection provided to the Employee by Article 17.01 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 Article 17.01 does not expire with the expiration of the Letter of Adherence but will continue with regard to any claim made against an Employee after the expiration of the Letter of Adherence for liability that was incurred in the course of performance of the Employee's assigned duties performed within the scope of the Employee's employment for the Employer.
- 17.03 **Indemnification:** It is expressly understood and agreed that the Employer shall have no recourse of any kind against the Union in respect to training or the issuance of a certificate of training to any Employee under the provisions of any Federal, Provincial, Territorial or Municipal regulating agency.

ARTICLE EIGHTEEN: PERFORMANCE BONDS

- 18.01 Notwithstanding any provisions in this Master Agreement or any Individual Employment Contract signed by an Employee, the Employer agrees that no Employee shall be required to start work prior to the signing of a BAVRA with the Union, accompanied by the appropriate performance bond to guarantee wages and other monies due and payable, as outlined below:

(a) Pre-Production Bond

The total value of the pre-production bond shall be equal to two (2) weeks' wages and remittances of all Employees employed during the pre-production period (to be based upon the pre-production schedule provided by the Employer). Such bond shall be determined, and shall be complete and in the possession of the Union by the latter of the date upon which the first Union member Employee commences work and the opening of the production office.

(b) Production Bond

No later than one week prior to principal photography, the value of the pre-production bond shall be adjusted so it equals two (2) weeks' wages and remittances of all Employees employed during principal photography (to be based upon the production schedule provided by the Employer), and all applicable remittances under this Master Agreement.

(c) An otherwise agreed upon financial instrument.

- 18.02 At the end of principal photography one-half (1/2) of such amount shall be returned to the Employer if no general payroll default has taken place. The balance of the bond shall be released two (2) weeks after the Records of Employment have been issued to all Employees and the Employer has satisfied all of the obligations of this Agreement, including the settlement of any outstanding grievances.

Subject to the above, partial bonds shall be returned to the Employer upon application at any time. When a bona fide dispute arises, the amount to be retained by the Union will

be predicated on the outstanding liability and the Union shall not withhold bonds beyond that necessary to protect the outstanding liability.

Should an Arbitrator find that the Employer has breached this Master Agreement, the Union may deduct from the amount of the Bond any monies that the Arbitrator determines are owing to Employees and/or the Union arising out of a breach of this Master Agreement.

- 18.03 At the sole discretion of the Union, the Employer may file a corporate guarantee in lieu of the performance bond referenced above.

ARTICLE NINETEEN: USE OF ANIMALS

- 19.01 The Employer shall protect animals and prevent their abuse during production, assuring responsible, decent, and humane treatment of animals.

(a) If the Employer requires any Employee to work with or near animals which are being used in the motion picture, then the animals shall be reasonably secured or cordoned off when they are not being used or when the animals are being used, they shall be under the direct and constant supervision of a qualified trainer/wrangler.

(b) The Employer shall not require any Employee to do anything, or omit to do anything, which constitutes cruelty to animals.

The Employer will not intentionally torment or kill an animal in the production of a motion picture except that the photography of animals under the provisions of a legal hunting season will be excluded.

ARTICLE TWENTY: ENTIRETY

- 20.01 **Entirety:** Except for the provisions of applicable legislation and each Employee's deal memo, this Master Agreement, which hereby incorporates by reference the attached Appendices, Schedules, and Sideletters is the entire understanding between the Parties.

ARTICLE TWENTY-ONE: TERM OF MASTER AGREEMENT

- 21.01 **Application of Agreement:** This Agreement is effective from April 1, 2023 and applies to all productions (including, in the case of a Television Series or Long-form Television Motion Picture, each episode or part thereof) that commence principal photography on or after that date.

- 21.02 **Term:** The term of this Master Agreement shall commence on April 1, 2023 and continue to and including March 31, 2026.

Either party desiring to renew or amend this Agreement may give ninety (90) days' notice in writing of its intention to the other party during the term of this Agreement and/or prior to the expiry date of this Agreement.


Dated April 1, 2023

For the Union



Michael Dunphy
Business Agent

For the CMPA



Sean Porter
Vice-President, National Industrial Relations
and Counsel



Lukas Eichel-Fominov
Business Agent

APPENDIX “1”

Scale Wages

The following tiers and fringe rates will be effective from April 1, 2023 to March 31, 2024:

Effective April 1, 2023 to March 31, 2024					
Tier:	High Budget Features	Tier A	Tier B	Tier C	Tier D
Feature Films and Home Video	Greater than \$14,855,484	Greater than \$8,488,848 to \$14,855,484	Greater than \$5,305,530 to \$8,488,848	Greater than \$3,183,318 to \$5,305,530	\$3,183,318 or less
Television Series and Pilots** (1 hour, per Episode Budget), Long Form Television Motion Pictures, mini-series and movies of the week (per hour Budget)		Greater than \$3,713,871	Greater than \$1,591,659 to \$3,713,871	Greater than \$1,061,106 to \$1,591,659	\$1,061,106 or less
Television Series and Pilots** (1/2 hour, per Episode Budget)		Greater than \$2,652,765	Greater than \$1,114,161 to \$2,652,765	Greater than \$742,774 to \$1,114,161	\$742,774 or less

Fringe Rate¹	18% + \$3.05 per hour contribution to Union's health and Welfare plan capped at fifteen (15) hours per day	16% + \$3.05 per hour contribution to Union's Health and Welfare plan capped at twelve (12) hours per day	16% + \$3.05 per hour contribution to Union's Health and Welfare plan capped at twelve (12) hours per day	15% + \$3.05 per hour contribution to Union's Health and Welfare plan capped at twelve (12) hours per day	10% + \$3.05 per hour contribution to the Union's Health and Welfare plan capped at eight (8) hours per day
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¹ Fringe rate for statutory holidays, vacation, pension and admin and training

The following tiers and fringe rates will be effective from April 1, 2024 to March 31, 2025:

Effective April 1, 2024 to March 31, 2025					
Tier:	High Budget Features	Tier A	Tier B	Tier C	Tier D
Feature Films and Home Video*	Greater than \$15,301,149	Greater than \$8,743,513 to \$15,301,149	Greater than \$5,464,696 to \$8,743,513	Greater than \$3,278,818 to \$5,464,696	\$3,278,818 or less
Television Series and Pilots** (1 hour, per Episode Budget), Long Form Television Motion Pictures, mini-series and movies of the week (per hour Budget)		Greater than \$3,825,287	Greater than \$1,639,409 to \$3,825,287	Greater than \$1,092,939 to \$1,639,409	\$1,092,939 or less
Television Series and Pilots** (1/2 hour, per Episode Budget)		Greater than \$2,732,348	Greater than \$1,147,586 to \$2,732,348	Greater than \$765,057 to \$1,147,586	\$765,057 or less
Fringe Rate²	18% + \$3.05 per hour contribution to Union's health and Welfare plan capped at fifteen (15) hours per day	16% + \$3.05 per hour contribution to Union's Health and Welfare plan capped at twelve (12) hours per day	16% + \$3.05 per hour contribution to Union's Health and Welfare plan capped at twelve (12) hours per day	15% + \$3.05 per hour contribution to Union's Health and Welfare plan capped at twelve (12) hours per day	10% + \$3.05 per hour contribution to the Union's Health and Welfare plan capped at eight (8) hours per day

² Fringe rate for statutory holidays, vacation, pension and admin and training

The following tiers and fringe rates will be effective from April 1, 2025 to March 31, 2026:

Effective April 1, 2025 to March 31, 2026					
Tier:	High Budget Features	Tier A	Tier B	Tier C	Tier D
Feature Films and Home Video*	Greater than \$15,760,183	Greater than \$9,005,818 to \$15,760,183	Greater than \$5,628,637 to \$9,005,818	Greater than \$3,377,183 to \$5,628,637	\$3,377,183 or less
Television Series and Pilots** (1 hour, per Episode Budget), Long Form Television Motion Pictures, mini-series and movies of the week (per hour Budget)		Greater than \$3,940,046	Greater than \$1,688,591 to \$3,940,046	Greater than \$1,125,727 to \$1,688,591	\$1,125,727 or less
Television Series and Pilots** (1/2 hour, per Episode Budget)		Greater than \$2,814,318	Greater than \$1,182,014 to \$2,814,318	Greater than \$788,009 to \$1,182,014	\$788,009 or less
Fringe Rate³	18% + \$3.10 per hour contribution to Union's health and Welfare	16% + \$3.10 per hour contribution to Union's	16% + \$3.10 per hour contribution to Union's Health and	15% + \$3.10 per hour contribution to Union's Health and Welfare	10% + \$3.10 per hour contribution to the Union's Health and

	plan capped at fifteen (15) hours per day	Health and Welfare plan capped at twelve (12) hours per day	Welfare plan capped at twelve (12) hours per day	plan capped at twelve (12) hours per day	Welfare plan capped at eight (8) hours per day
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³ Fringe rate for statutory holidays, vacation, pension and admin and training

*Effective April 1, 2024, for High Budget SVOD Programs (other than a pilot, episode of a series or part of a mini-series) see Appendix "2".

****New Television Series/Pilot Incentive:** For Pilots and the first two (2) seasons of a Television Series:

- (a) a Television Series/Pilot in Tier A will be subject to the Tier B wage and fringe rates;
- (b) a Television Series/Pilot in Tier B will be subject to Tier C wage and fringe rates; and
- (c) the wage rates shall be discounted by two percent (2%) for a Television Series/Pilot in Tier C.

****Third Season Incentive:** For the third (3rd) season of a Television Series in Tier A, B or C:

- (a) The wage rates shall be the wage rates applicable to the previous year of the Master Agreement.

The budget thresholds contained within the tiers shall increase at the same time and by the same percentage as any annual general wage increases during the term of the Agreement.

Wages

The following wage rates will be effective from April 1, 2023 until March 31, 2024:

POSITION	High Budget Features	Tier A	Tier B	Tier C	Tier D
Coordinator	\$42.37	\$38.55	\$36.25	\$34.07	Negotiable
Captain	\$39.88	\$36.33	\$34.17	\$32.14	Negotiable
Co-Captain	\$37.46	\$34.09	\$32.04	\$30.12	Negotiable
Van Driver/Mini Bus Driver (Class 4)	\$35.02	\$31.87	\$29.95	\$28.16	Negotiable
Special Equipment ¹	\$37.31	\$33.96	\$31.92	\$29.99	Negotiable
Bus Driver (Class 1 & 2)	\$36.29	\$33.02	\$31.03	\$29.19	Negotiable
Truck & Trailer (Class 1)	\$36.99	\$33.66	\$31.64	\$29.75	Negotiable
Class 3	\$35.74	\$32.53	\$30.57	\$28.74	Negotiable
Truck Driver Over 1 Ton	\$35.25	\$32.07	\$30.15	\$28.35	Negotiable
Set Decorator Driver	\$35.48	\$32.28	\$30.35	\$28.53	Negotiable
Construction Driver	\$35.48	\$32.28	\$30.35	\$28.53	Negotiable
Cable Truck Driver	\$35.74	\$32.53	\$30.57	\$28.74	Negotiable
Fuel & Water Driver	\$35.25	\$32.07	\$30.15	\$28.35	Negotiable
Dispatcher	\$35.34	\$32.16	\$30.23	\$28.42	Negotiable
Camera Car Driver ²	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Automotive Mechanic	\$37.31	\$33.96	\$31.92	\$29.99	Negotiable

Picture Car Coordinator	\$37.46	\$34.09	\$32.04	\$30.12	Negotiable
Picture Car Wrangler	\$35.02	\$31.87	\$29.95	\$28.16	Negotiable
Head Wrangler	\$39.57	\$36.02	\$33.86	\$31.83	Negotiable
Wrangler Captain	\$37.46	\$34.09	\$32.04	\$30.12	Negotiable
Wrangler	\$35.02	\$31.87	\$29.95	\$28.16	Negotiable
Animal Trainer ³	\$36.99	\$33.66	\$31.64	\$29.75	Negotiable
Animal Handler ³	\$35.02	\$31.87	\$29.95	\$28.16	Negotiable
Exotic/Dangerous Animal Trainer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Fork Lift	\$35.74	\$32.53	\$30.57	\$28.74	Negotiable
Catering Vehicle Operator - Cook	\$38.08	\$34.73	\$32.69	\$30.77	Negotiable
Asst. Catering Vehicle Operator – Cook	\$35.74	\$32.53	\$30.57	\$28.74	Negotiable
Catering Staff	\$29.89	\$27.20	\$25.57	\$24.04	Negotiable
Marine Coordinator ⁴	\$36.29	\$33.02	\$31.03	\$29.19	Negotiable
Boat Operator ⁵	\$35.25	\$32.07	\$30.15	\$28.35	Negotiable

Wages

The following wage rates will be effective from April 1, 2024 until March 31, 2025:

POSITION	High Budget Features	Tier A	Tier B	Tier C	Tier D
Coordinator	\$43.65	\$39.71	\$37.33	\$35.09	Negotiable
Captain	\$41.08	\$37.42	\$35.19	\$33.10	Negotiable
Co-Captain	\$38.58	\$35.12	\$33.00	\$31.02	Negotiable
Van Driver/Mini Bus Driver (Class 4)	\$36.07	\$32.82	\$30.85	\$29.01	Negotiable
Special Equipment ¹	\$38.43	\$34.98	\$32.88	\$30.89	Negotiable
Bus Driver (Class 1 & 2)	\$37.38	\$34.01	\$31.96	\$30.07	Negotiable
Truck & Trailer (Class 1)	\$38.10	\$34.67	\$32.59	\$30.64	Negotiable
Class 3	\$36.81	\$33.50	\$31.49	\$29.60	Negotiable
Truck Driver Over 1 Ton	\$36.30	\$33.04	\$31.05	\$29.20	Negotiable
Set Decorator Driver	\$36.55	\$33.25	\$31.26	\$29.39	Negotiable
Construction Driver	\$36.55	\$33.25	\$31.26	\$29.39	Negotiable
Cable Truck Driver	\$36.81	\$33.50	\$31.49	\$29.60	Negotiable
Fuel & Water Driver	\$36.30	\$33.04	\$31.05	\$29.20	Negotiable
Dispatcher	\$36.40	\$33.12	\$31.14	\$29.27	Negotiable
Camera Car Driver ²	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Automotive Mechanic	\$38.43	\$34.98	\$32.88	\$30.89	Negotiable

Picture Car Coordinator	\$38.58	\$35.12	\$33.00	\$31.02	Negotiable
Picture Car Wrangler	\$36.07	\$32.82	\$30.85	\$29.01	Negotiable
Head Wrangler	\$40.76	\$37.10	\$34.87	\$32.78	Negotiable
Wrangler Captain	\$38.58	\$35.12	\$33.00	\$31.02	Negotiable
Wrangler	\$36.07	\$32.82	\$30.85	\$29.01	Negotiable
Animal Trainer ³	\$38.10	\$34.67	\$32.59	\$30.64	Negotiable
Animal Handler ³	\$36.07	\$32.82	\$30.85	\$29.01	Negotiable
Exotic/Dangerous Animal Trainer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Fork Lift	\$36.81	\$33.50	\$31.49	\$29.60	Negotiable
Catering Vehicle Operator - Cook	\$39.22	\$35.77	\$33.67	\$31.69	Negotiable
Asst. Catering Vehicle Operator – Cook	\$36.81	\$33.50	\$31.49	\$29.60	Negotiable
Catering Staff	\$30.79	\$28.02	\$26.34	\$24.76	Negotiable
Marine Coordinator ⁴	\$37.38	\$34.01	\$31.96	\$30.07	Negotiable
Boat Operator ⁵	\$36.30	\$33.04	\$31.05	\$29.20	Negotiable

Wages

The following wage rates will be effective from April 1, 2025 until March 31, 2026:

POSITION	High Budget Features	Tier A	Tier B	Tier C	Tier D
Coordinator	\$44.95	\$40.90	\$38.45	\$36.15	Negotiable
Captain	\$42.31	\$38.54	\$36.25	\$34.09	Negotiable
Co-Captain	\$39.74	\$36.17	\$33.99	\$31.95	Negotiable
Van Driver/Mini Bus Driver (Class 4)	\$37.15	\$33.81	\$31.78	\$29.88	Negotiable
Special Equipment ¹	\$39.58	\$36.03	\$33.86	\$31.82	Negotiable
Bus Driver (Class 1 & 2)	\$38.50	\$35.03	\$32.92	\$30.97	Negotiable
Truck & Trailer (Class 1)	\$39.24	\$35.71	\$33.57	\$31.56	Negotiable
Class 3	\$37.92	\$34.51	\$32.43	\$30.49	Negotiable
Truck Driver Over 1 Ton	\$37.39	\$34.03	\$31.98	\$30.07	Negotiable
Set Decorator Driver	\$37.64	\$34.25	\$32.20	\$30.27	Negotiable
Construction Driver	\$37.64	\$34.25	\$32.20	\$30.27	Negotiable
Cable Truck Driver	\$37.92	\$34.51	\$32.43	\$30.49	Negotiable
Fuel & Water Driver	\$37.39	\$34.03	\$31.98	\$30.07	Negotiable
Dispatcher	\$37.49	\$34.11	\$32.07	\$30.15	Negotiable
Camera Car Driver ²	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Automotive Mechanic	\$39.58	\$36.03	\$33.86	\$31.82	Negotiable

Picture Car Coordinator	\$39.74	\$36.17	\$33.99	\$31.95	Negotiable
Picture Car Wrangler	\$37.15	\$33.81	\$31.78	\$29.88	Negotiable
Head Wrangler	\$41.98	\$38.21	\$35.92	\$33.77	Negotiable
Wrangler Captain	\$39.74	\$36.17	\$33.99	\$31.95	Negotiable
Wrangler	\$37.15	\$33.81	\$31.78	\$29.88	Negotiable
Animal Trainer ³	\$39.24	\$35.71	\$33.57	\$31.56	Negotiable
Animal Handler ³	\$37.15	\$33.81	\$31.78	\$29.88	Negotiable
Exotic/Dangerous Animal Trainer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Fork Lift	\$37.92	\$34.51	\$32.43	\$30.49	Negotiable
Catering Vehicle Operator - Cook	\$40.40	\$36.85	\$34.68	\$32.64	Negotiable
Asst. Catering Vehicle Operator – Cook	\$37.92	\$34.51	\$32.43	\$30.49	Negotiable
Catering Staff	\$31.71	\$28.86	\$27.13	\$25.50	Negotiable
Marine Coordinator ⁴	\$38.50	\$35.03	\$32.92	\$30.97	Negotiable
Boat Operator ⁵	\$37.39	\$34.03	\$31.98	\$30.07	Negotiable

*****Catering Staff is not intended to replace “Asst. Catering Vehicle Operator – Cook” and Catering Staff will not be required to perform any cooking duties. *****

NOTES

1. **Special Equipment Drivers** shall include drivers of:

- (a) Boom trucks and hi-lifts when boom or lift operates from same motor that operates vehicles.
- (b) Heavy duty tractors with accessory equipment such as shovels, excavators, etc.
- (c) Sweepers, water wagons, etc., truckaways, 4-up team (one man).
- (d) The operation of motor driven winch except when used for purpose of loading or unloading the vehicle from which it operates.
- (e) Steam shovels, heavy industrial cranes, *i.e.*, Lorain, Bay Cities, Bulldozer crawler tractors D6 or larger, LeTourneau or similar equipment over 5 yards, self-propelled motor patrol blade 10' or larger, roustabout, 6-up team (one man) \$1.40 per hour additional.
- (f) Hair-make up/wardrobe combination units, Honeywagons combination units, Starwagons combination units 65' or over.
- (g) Camera Truck Crane, "Blue Goose." When a fork lift is used for the same purpose as a "Blue Goose," the Blue Goose rate shall apply.
- (h) Pettebone-Mulliken, Coles, Hendys or similar type small cranes, bulldozer crawler tractors smaller than D6, LeTourneau or similar equipment 5 yards and under, self-propelled motor patrol blade under 10', \$0.70 per hour additional.
- (i) Drivers shall be paid the Special Equipment rate when hauling four (4) pounds or more of Class A or B explosives other than such materials as have been classified as either special or common fireworks by Transport Canada or the Remedial Services Specialist. (Dangerous Goods Certificate required.)

The Special Equipment rate shall be paid when either special or common fireworks in quantities of more than 500 pounds are to be hauled or when a licensed powder man is required to handle the material.

A powder man is required under the classification of the risk.

2. **Camera Car Driver** shall include drivers of any motor vehicles used in running shots in tandem to the camera car. Rate does not apply when camera car is merely moved around the studio, such as when it is taken to a location or moving it to the gasoline pump. On distant location the camera car rate shall be applicable on any day it is operated by its driver but not on days when such driver only operates equipment not classified as special equipment.
3. **Animal Trainer and Animal Handler** - Employer may require party furnishing smaller wild animals or dogs to deliver to the studio. Compensation time of Animal Trainer or Animal Handler to begin and end at the studio, however, if such Trainer or Handler is not the owner of the smaller wild animals or the dogs, compensation time shall be paid from and to the compound or kennel. If such Trainer or Handler is not the owner of the smaller wild animals or the dogs but supplies the car used for transporting them, such Trainer or Handler shall be paid an allowance of \$0.35 per km for such transportation.

4. **Marine Coordinators and Boat Operators** will be covered under the jurisdiction and terms and conditions of this Agreement. Selection of Marine Coordinators and Operators from the Union will be at the discretion of the Employer. Movement of boats from one port to another port will not be covered by the terms of this Agreement.
5. **Safety Diver.** The Parties understand and agree that the addition of the Safety Diver classification is subject to the following:
 - (a) This classification is for diving done in ocean, lakes and rivers.
 - (b) All Safety Divers must be certified by the appropriate governmental body;
 - (c) Selection of the Safety Diver is at the discretion of the Employer;
 - (d) The addition of the Safety Diver classification shall not prohibit the employment of Safety Divers under other collective agreements;
 - (e) As part of the Employer's right of subcontracting, Safety Divers may be engaged as part of a subcontract, rather than under the terms of this Agreement.

APPENDIX “2”

Productions Made for New Media

This confirms the understanding of the Canadian Media Producers Association (“CMPA”) and Teamsters Local Union No. 362 affiliated with the International Brotherhood of Teamsters (the “Union”) (jointly, the “Parties”) concerning the terms and conditions which the Employer may elect to apply to the production of motion pictures which are made for the Internet, mobile devices, or any other new media platform in existence as of April 1, 2023 (hereinafter collectively referred to as “New Media”).¹

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

A. Terms and Conditions of Employment on Derivative New Media Productions (Other than High Budget Derivative Dramatic Motion Pictures and Series Made for Subscription Consumer Pay New Media Platforms)

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

Except as provided in Paragraph D. below with respect to High Budget Derivative Dramatic Motion Pictures and Series Made for Subscription Consumer Pay New Media Platforms, the terms and conditions applicable to Derivative New Media Productions are as follows:

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

In all other situations, terms and conditions of employment are freely negotiable between the Employee and Employer, to the extent permitted by the Alberta *Employment Standards Code*, except for those provisions identified in Paragraph C. below, and provided that the Employee and Employer cannot negotiate wages and overtime less than the minimums set out in the Alberta *Employment Standards Code* for Employees not covered by a collective agreement.

B. Terms and Conditions of Employment on Original New Media Productions (Other than High Budget Original Dramatic Motion Pictures and Series Made

¹ This Appendix applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

for Subscription Consumer Pay New Media Platforms)

Terms and conditions of employment on Original New Media Productions (other than High Budget Original Dramatic Motion Pictures and Series Made for Subscription Consumer Pay New Media Platforms) are freely negotiable between the Employee and Employer, to the extent permitted by the Alberta *Employment Standards Code*, except for those provisions identified in Paragraph C. below, and provided that the Employee and Employer cannot negotiate wages and overtime less than the minimums set out in the Alberta *Employment Standards Code* for Employees not covered by a collective agreement.

C. Other Provisions

(1) Fringe Rates

- (a) The aggregate fringe rate payable for Pension, Health, Holiday Pay and Vacation Pay on covered Derivative New Media Productions and Original New Media Productions with a Budget of \$25,000 or less per exhibited minute shall be ten percent (10%) of straight time earnings only.
- (b) The aggregate fringe rate payable for Pension, Health, Holiday Pay and Vacation Pay on covered Original New Media Productions with a Budget over \$25,000 per exhibited minute shall be fourteen percent (14%) of straight time earnings only.
- (c) For the purposes of this Paragraph C, the term "Budget" shall mean the total budget for a project and shall include offsets for tax credit and production incentives but does not include a contingency up to ten percent (10%) of the Budget, costs of financing and bonds.

The Union shall allocate the percentage among the aforementioned fringe categories. The Employer is not required to make Pension and Health contributions on behalf of any Employee who has been issued a work permit, provided that proof of payment to such Employee's applicable Pension and Health plan is provided to the Union.

(2) Grievance and Arbitration

The provisions of Article Fifteen of the Master Agreement, "Grievance and Arbitration" shall apply.

(3) Staffing

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

(4) No Strike, No Lockout

The provisions of Article 1.14 of the Master Agreement, "No Strike, No Lockout," shall apply.

Additional Fringes

The provisions of Article Eleven, "Additional Fringes," shall apply.

(5) Layoff, Termination of Employment and Replacement

The following provisions of the Master Agreement shall apply to all Employees employed on New Media Productions: Article 1.13, "Union Representatives;" Article 5.09, "Force Majeure;" and Article 14, "Lay Off and Discharge."

(6) Budget Verification

Upon request of the Union, the Employer shall provide the Union with the top sheet of the budget of a production longer than twenty (20) minutes made for a subscription consumer pay new media platform and covered under Paragraphs A. and B. Any such request shall be made within thirty (30) days from the commencement of principal photography. The Union shall treat all budget top sheets provided to it as confidential.

(7) No Other Terms Applicable

Except as expressly provided in this Appendix, no other terms and conditions of the Master Agreement shall be applicable to Employees employed on New Media Productions.

D. "High Budget" Original and Derivative Dramatic Motion Pictures and Series Made for Subscription Consumer Pay New Media Platforms

(1) The following terms shall be applicable prospectively only. They shall not apply to:

- (a) any program or series that would otherwise qualify as a "High Budget SVOD Program" within the meaning of this Appendix, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to April 1, 2023; or
- (b) any program or series that would otherwise qualify as a "High Budget SVOD Program" within the meaning of this Appendix for which the principal photography of the program or the first episode of the series commenced after April 1, 2023, if such program or series was produced pursuant to the terms of a *bona fide* license agreement with fixed and definite terms entered into by the Employer prior to April 1, 2023. However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to April 1, 2023.

The rates and terms for any program or series described in subparagraph (a) or (b) above shall be those applicable to Original New Media Productions under Part B.

Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to Union-represented Employees on programs or series covered by subparagraphs (a) and (b) above.

- (2) Original and derivative dramatic new media productions made for initial exhibition on a subscription consumer pay platform (such as Netflix) which meet the following criteria will be considered “high budget” (hereinafter, “High Budget SVOD Program”):

Length of Program as Initially Exhibited*	“High Budget” Threshold
20-35 Minutes	\$1,475,000 CAD and above
36-65 Minutes	\$2,825,000 CAD and above
66 Minutes or more	\$3,400,000 CAD and above
* Programs less than 20 minutes are not considered “high budget” for purposes of this proposal, regardless of their budgets.	

- (3) Minimum Wages and Fringe Rate

The minimum wages and fringes for Employees employed on a High Budget SVOD Program shall be as set forth in Appendix “1” for television productions save and except, effective April 1, 2024, the minimum wages and fringes for Employees employed on a High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) that meet the following criteria:

- (i) 96 or more minutes in length; and
- (ii) budgeted at or above \$15,301,149 (effective April 1, 2024) and \$15,760,183 (effective April 1, 2025).

shall be as set forth in Appendix “1” for feature films and home video.

- (4) Terms and Conditions

Terms and conditions for Employees employed on a High Budget SVOD Program shall be those applicable to television series covered under Appendix “1”, with the exception of the following:

Staffing: It is expressly understood and agreed that there shall be no staffing requirements on High Budget SVOD Programs and that there will be full interchange of job functions among Employees, so that a single Employee may be required to perform the functions of multiple job classifications covered hereunder, so long as all such job functions are within the jurisdiction of the Union.

E. Sunset Clause

The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of New Media Productions are in the process of exploration, experimentation and innovation. This Appendix shall expire on March 31, 2026 unless renewed by mutual agreement of the Parties.

No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for New Media Productions. The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.

SCHEDULE "A"

Bargaining Authorization and Voluntary Recognition Agreement ("BAVRA")

I, _____ [print name of individual],

on behalf of the Producer, hereby acknowledge receipt of the Master Agreement, effective from April 1, 2023 to March 31, 2026, between the Teamsters Local Union No. 362 affiliated with the International Brotherhood of Teamsters (the "Union") and the Canadian Media Producers Association ("the CMPA"), and state that I am authorized to execute this Agreement on behalf of _____ ("the Producer"),

with respect to a production currently entitled, _____.

The Producer hereby acknowledges that the executed Bargaining Authorization and Voluntary Recognition Agreement (BAVRA) shall constitute a binding and irrevocable obligation by the Producer to the terms and conditions of the Master Agreement. The Producer agrees to abide by and conform to all the terms and conditions contained herein, including all amendments and/or renewals of the Master Agreement.

The Producer recognizes the Union as the exclusive bargaining agent of all Employees engaged in the classifications set out in the Master Agreement, and recognizes the CMPA as the Producer's sole and exclusive bargaining agent.

Any dispute with respect to the interpretation, application, administration, or alleged violation of this BAVRA shall be resolved pursuant to Article Fifteen: Grievance and Arbitration of the Master Agreement.

Check one of the following:

() The Producer hereby certifies that it is a Member in Good Standing of the following organization:

CMPA Membership No. _____

OR

() The Producer hereby certifies that it is not a Member in Good Standing of the CMPA.

Dated this _____ day of _____.

For the Producer

For the Union

Signature

Signature

Print Name and Position

Print Name and Position

A copy of this BAVRA shall be forwarded to the Union and the CMPA.

SCHEDULE "B"

Calgary Studio Zone



SCHEDULE “C”

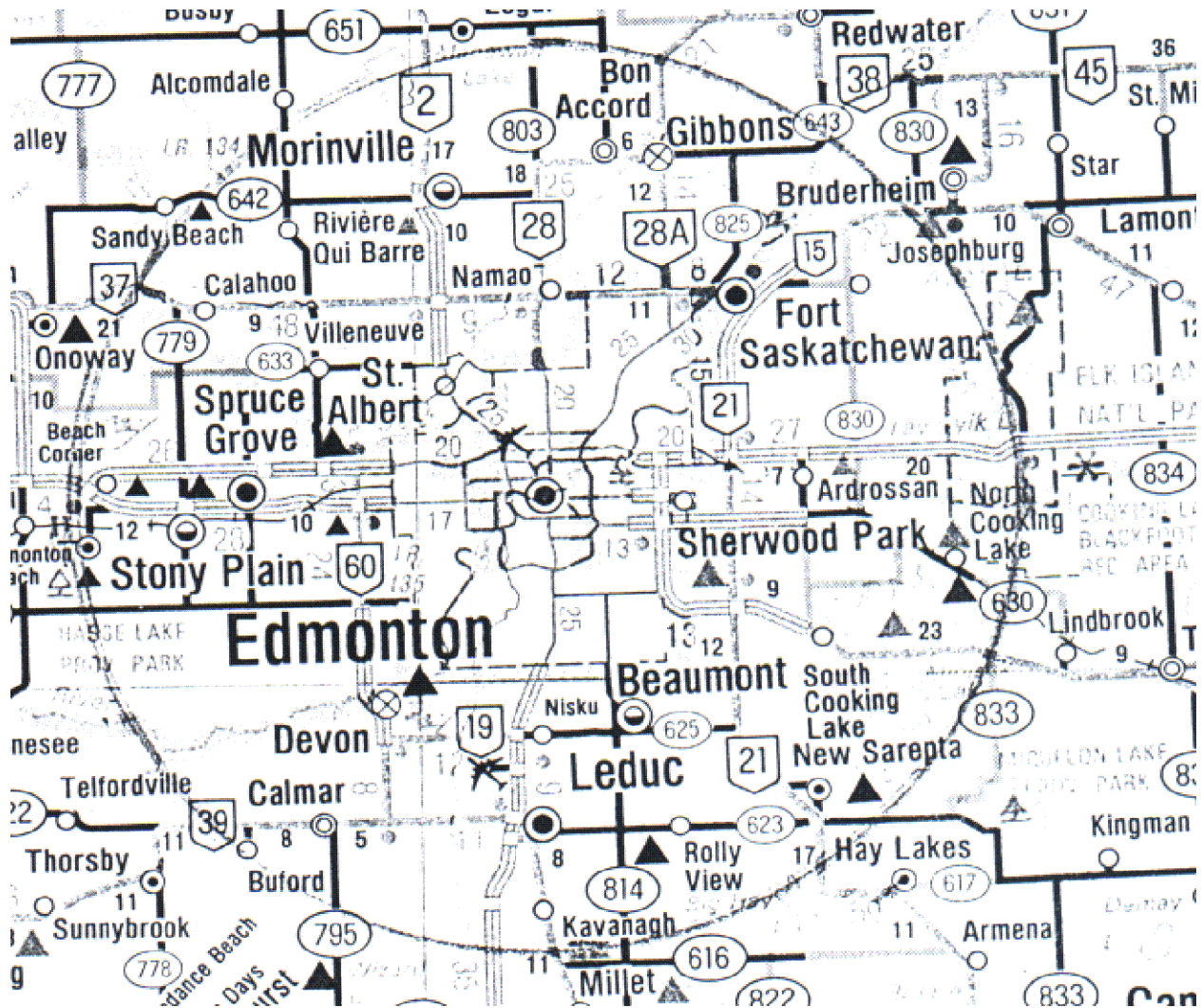
Travel Times from Calgary

Location	Out of Zone	Comments
Airdrie		in the Calgary studio zone
Albertina		In the Calgary studio zone
Bar N Ranch	12 min	
Banff Townsite	60 min	
Bews Ranch (Tom Bews)	20 min	
Black Diamond		in the Calgary studio zone
Bow Valley Ranch		in the Calgary studio zone
Brooks	90 min	
Buffalo Paddocks	30 min	West of Mini Thni (Morley)
Canyon Creek	18 min	
Canmore	40 min	
CL Ranch		in the Calgary studio zone
Drumheller	60 min	
Elbow Falls	18 min	
Fortress Ski Lodge (parking lot)	65 min	
High River		in the Calgary studio zone
John Scott's Ranch	20 min	
Kananaskis Lodge	40 min	
Longview	15 min	
Millarville		in the Calgary studio zone
Moose Mountain	18 min	
Mustang Meadows	12 min	West of Millarville
Nakoda Lodge site	40 min	Open Range down by the River
Nicholl Ranch		in the Calgary studio zone
North of 60 set		in the Calgary studio zone
Okotoks		in the Calgary studio zone
Stoney Arena	24 min	near Mini Thni (Morley)
Turner Valley		in the Calgary studio zone
Wine Glass Ranch		in the Calgary studio zone
Mossleigh	6 min	

These calculations were made using the most efficient route, observing posted speed limits and under good travel conditions. Poor travel conditions, road construction, excessive traffic or detours may increase travel times and require increased compensation.

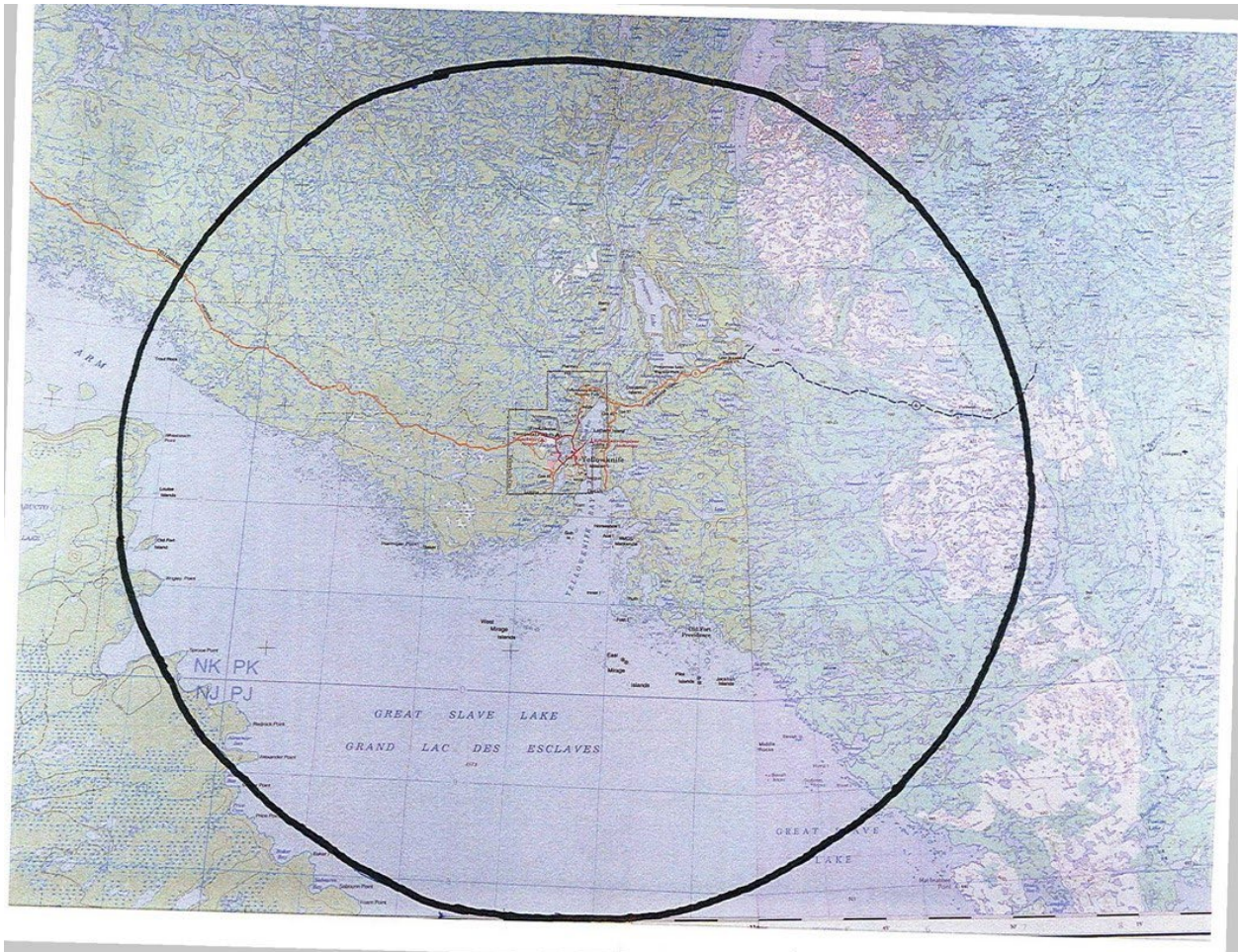
SCHEDULE "D"

Edmonton Studio Zone



SCHEDULE "E"

Yellowknife Studio Zone



Schedule “F”

Joint Diversity Committee between the Parties

The CMPA and the Union support equity, diversity and inclusion in the production of film, television and digital media productions. To that end, the Parties have agreed to the establishment of a Joint Diversity Committee.

The Parties will invite members of the CMPA and the Union to sit on this committee. Other industry stakeholders may be invited to participate in committee meetings as appropriate and as mutually agreed between the Union and the CMPA.

The Parties agree to meet at least three times per year, and the Parties agree to hold the first Joint Diversity Committee meeting within three months of [the effective date of the Master Agreement]. The mission of the committee will be to ensure that individuals from equity-seeking and sovereignty-seeking groups are provided with access to employment opportunities under the Master Agreement, including collaborating on measures or initiatives to compile appropriate data, identify obstacles, and work together to remove such obstacles in a safe and inclusive work environment.

Sideletter 1

Self-Driving (Article 3.02)

It is the understanding of the Canadian Media Producers Association and Teamsters Local Union No. 362 affiliated with the International Brotherhood of Teamsters that Article 3.02 (reproduced below) is not intended to alter the past practice in Alberta of persons who self-drive.

For example, where the Director requests or requires transportation, a Teamster driver will be provided. This is not applicable in the circumstances of a Director electing to “self-drive” their own vehicle.

Notwithstanding this Sideletter, the Employer will engage a sufficient number of Employees so as to ensure that each Employee is able to complete their work in an efficient, safe and productive manner.

ARTICLE 3.02

The Employer agrees that all vehicles, including animal drawn vehicles, and all transportation equipment used in pre-production, production and post-production for any purpose whatsoever must be driven or operated by a Teamster who is subject to this Master Agreement, save and except: Producers and Associate Producers, Production Managers, Location Managers and Assistants, Art Directors and Assistants, Property Masters and Assistants and Buyers, Craft Service/First Aid, Head Painter and Assistants, Construction Coordinator and Assistants, Special Effects Coordinator, Assistants and Buyers, Greens and Assistants, Set Decorators and Assistants and Buyers, Costume Designers and Assistant and Buyers, Accountants and Assistants, Estimators, Editors and Assistant Editors, Production Assistants, Assistant Directors, and Sound Mixer driving their own vehicle that is equipped with sound equipment. Any violations shall be subject to the Grievance Procedure in Article Eleven of the Master Agreement


Dated April 1, 2023

For the Union



Michael Dunphy
Business Agent

For the CMPA



Sean Porter
Vice-President, National Industrial Relations
and Counsel



Lukas Eichel-Fominov
Business Agent

Sideletter 2

Catering (Article 3.07)

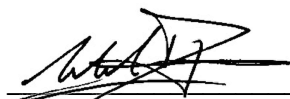
It is the understanding of the Canadian Media Producers Association and Teamsters Local Union No. 362 affiliated with the International Brotherhood of Teamsters that the requirement for catering in Article 3.07 (reproduced below), will not be applicable in circumstances where Production is actively employing members at locations where the location does not permit outside catering services or access by outside parties.

ARTICLE 3.07

When the Employer requires the services of a Food Catering Firm with mobile equipment, such work shall be performed by Employees of the Employer who are members of the Union. This provision does not apply to Low Budget productions.

Dated April 1, 2023

For the Union



Michael Dunphy
Business Agent

For the CMPA



Sean Porter
Vice-President, National Industrial Relations
and Counsel



Lukas Eichel-Fominov
Business Agent

Sideletter 3

Consultation Committee

The Union and the CMPA agree to establish a Consultation Committee to discuss on a good faith, without prejudice or precedent basis, work-related issues under the Master Agreement, topics which may include:

- a) Any regulatory work which has historically been fulfilled by Union Employees;
- b) Training;
- c) Job descriptions;
- d) Tier structure and incentives.

The consultation committee shall be comprised of representatives of the CMPA and the Union.

Either Party will respond within thirty (30) days to a written request from the other Party to schedule a Consultation Committee meeting.

Sideletter 4

BETWEEN: THE CANADIAN MEDIA PRODUCERS ASSOCIATION (CMPA)

AND: GENERAL TEAMSTERS LOCAL UNION NO. 362 (the "Union")


RE: Over 71 Pension Language

All Employees who are seventy-one (71) years of age or older, will have pension contributions remitted to the Teamsters Prairie Provinces Pension Plan (T4P) only until December 31st in the year they turn seventy-one (71). Effective January 1st of the year following the year an Employee turns seventy-one (71), all pension contributions, as prescribed by the Master Agreement, will be treated as earnings and will therefore be subject to statutory payroll taxes and deductions, where required. Employees may direct earnings to a non-registered account of their selection as noted on their direct deposit information on their payroll forms. For clarity, the fringe rate payable to the Union under Appendix "1" of the Master Agreement for such Employee shall be reduced by the percentage allocated to the pension contribution.

This Letter of Understanding will be effective April 1, 2023.


DATED THIS 1st DAY OF April, 2023

FOR THE CMPA:
CMPA




Sean Porter
Vice-President, National Industrial
Relations and Counsel

FOR THE UNION:
General Teamsters, Local Union No. 362



Michael Dunphy
Business Agent



Lukas Eichel-Fominov
Business Agent

Sideletter 5

COVID-19

1. COVID-19-TESTING:

The Parties agree that if an Employer implements COVID-19 testing, during the effective term of this Letter of Understanding ("LOU"), the following terms shall apply:

a. Should the Employer choose to conduct COVID-19 testing in the workplace, it will do so in accordance with applicable law within the relevant jurisdiction, including applicable human rights and privacy legislation.

b. All test results must be collected, used, disclosed and protected within the requirements of applicable privacy legislation. Employers are responsible for securing individual Employee consent to the collection, use and disclosure of their personal information. All test results must be retained and destroyed in accordance with the retention of personal information requirements set out in applicable privacy legislation.

c. Compensation for Time Spent Undergoing Testing, and/or COVID Training:

i. An Employee who travels outside their home to undergo a test on a day in which the Employee does not work for the Employer, and/or is required to complete COVID-19 training of up to one (1) hour (which need not be completed on the same day), shall receive a stipend payment equivalent to a four (4) hour call (no fringes). For clarity, days for which Employees receive this stipend shall not constitute a workday. However, no stipend is due if the Employee's test is completed within the work day and the Employee is paid in accordance with the terms of the Master Agreement.

ii. Any time that an Employee spends undergoing health screening procedures after reporting to work shall be considered work time.

d. Should an Employee test positive:

i. The Employee may not be allowed to report to a workplace outside of the Employee's home, as directed by the Employer or the applicable public health authority.

ii. The Employee may be required to self-isolate as required by the applicable public health legislation and regulations.

iii. The Employee may be required to undertake subsequent COVID19 testing in order to return to work, as directed by the Employer or the applicable public health authority.

e. The Employer shall not unlawfully discriminate against an Employee who has a positive COVID-19 test.

2. COVID Hiatus and COVID Sick Days:

a. For productions that qualify as Canadian content under the requirements of the Canadian Audio Visual Certification Office (CAVCO) the following terms may apply at the Employer's election:

i. In the case of a bona fide risk of COVID-19 transmission among cast or crew, the Employer may call an immediate unplanned hiatus without notification for an aggregate of no more than five (5) work days in total, as required to facilitate containment of potential spread (including but not limited to full disinfection of workplaces, testing of all cast and crew, etc.). These 5 days may be used in any increments that are suitable to the Employer's containment strategy, and 14 Production will intend at the commencement of the hiatus to resume work after the designated time period has elapsed.

ii. It is agreed that the Employer will, in good faith, extend up to three (3) paid COVID-related sick days during production periods (e.g., excluding any hiatus period) to each Employee engaged on the Production, provided that such paid sick days shall only be provided if and to the extent such Employee exhibits known symptoms of COVID-19 ("COVID-Related Illness"), and/or such Employee is directed by the Employer not to work due to such Employee's (A) COVID-Related Illness and/or (B) exposure to another person with a COVID-Related Illness.

iii. If the Employer requires additional COVID-19 hiatus days beyond the five (5) aggregate hiatus days prescribed in (i), the Employer shall be granted up to an additional five (5) work days, for a maximum of up to ten (10) days total for the Production, with a maximum hiatus period of five (5) days per occurrence. For clarity, the Employer would provide up to three (3) paid sick days (totaling 6 days overall) to each engaged Employee under the same terms outlined in (ii) above.

3. All applicable health and safety precautions pursuant to occupational health and safety legislation will continue to apply.

4. This LOU shall expire on March 31, 2026; unless both Parties agree to an earlier expiration date, or agree to an extension. To that end, the Parties acknowledge and agree that this LOU is intended to remain in effect only for the duration of the COVID-19 pandemic.

5. The Parties agree that any issue of interpretation, application, enforcement, and/or implementation of this LOU may be addressed through the grievance procedure of the Master Agreement.