

# COLLECTIVE AGREEMENT BETWEEN:

The Québec Association of Image and Sound Technicians, Local 514 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada

AQTIS LOCAL 514 IATSE – Québec (CAMERA)

# HEREINAFTER REFERRED TO COLLECTIVELY AS

"LOCAL 514"

AND

PRODUCTION

(Title)

HEREINAFTER REFERRED TO AS

"COMPANY"

## **COLLECTIVE AGREEMENT**

This Agreement, entered into this **DATE**, **2023** by **NAME OF COMPANY**, (hereinafter referred to as the Company) and the AQTIS Local 514 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO-CLC-QFL (hereinafter referred to as Local 514) for the production currently entitled "**TITLE**";

#### WITNESSETH

Whereas the Company and Local 514 are desirous of entering into a collective bargaining contract governing the employment of Camerapersons, Publicists, On Set Visual Effects and Specialized Equipment Technicians used in producing motion and still pictures.

Now therefore, in consideration of the mutual covenants herein contained and for other good and valuable considerations, the parties hereto do hereby mutually agree as follows:

### **1 – APPLICATION AND SCOPE OF AGREEMENT**

The scope of this Agreement is understood to cover all phases of motion picture production, screen-based productions, filmed, electronically and digitally recorded, for theatrical feature release, television release, television series productions, DVD and tape release and all internet and new media productions. This Agreement shall also cover, but is not limited to the following:

- a) All publicity, and all photography, (stills or motion picture, filmed, electronic or digital), for the promotion and publicity of the production for which this Agreement is intended, including all phases of recording visual images for the internet, all behind-the-scenes photography, Electronic Press Kit photography (EPK's), and all behind-the-scenes electronically or digitally recorded sound.
- **b)** All auxiliary equipment necessary to the operation of the camera, regardless of the purposes for which such motion pictures and visual images are used and of the means by which or the substance upon which the same is recorded.
- c) The co-ordination with all personnel concerned regarding the production requirements, media coverage and publicity materials required on the production, on and off the production set, by the Publicist in conjunction with the producing Company.
- **1.01** This Agreement shall be applicable to all Camerapersons and Publicists in the classifications covered hereby and (i) employed by the Company to perform services within the territorial jurisdiction of Local 514 (as specified in Article 3 hereof) or (ii) who may be employed by the Company within such territorial jurisdiction and the United States and its Territories to perform services outside of such territorial jurisdiction, it shall be binding upon the Company as well as upon any of its subsidiaries or successors engaged in producing motion pictures and also upon any person, firm, corporation or other organization so engaged in which the Company whether directly or indirectly has a controlling financial interest.
- **1.02** On Set Visual Effects workers, hired by the Company, in the categories of Supervisors, Coordinators and Technicians are covered by this Agreement, subject to all terms and

conditions as prescribed herein. Special Equipment Operators and Technicians are covered by this Agreement, subject to all terms and conditions as prescribed herein.

- **1.03** In no event shall the Company sub-contract any of the work covered hereby, nor shall any person not employed in compliance with provisions of this Agreement be permitted to perform any of such work for or at the premises of the Company unless otherwise agreed to by Local 514.
- **1.04** No person who is a principal in the Company (either individually, as a partner or as an officer or director hereof) shall hereafter acquire, either directly or indirectly, any interest as a principal in any business entity engaged in producing motion pictures for the purpose of avoiding the obligations of this Agreement.

## 2 – UNION SECURITY

- **2.01** The Company agrees to and does hereby recognize Local 514 as the sole and exclusive bargaining representative for all Camerapersons and Publicists in the classifications describes in paragraph 4 hereof, photographing theatrical, non-theatrical and commercial productions, now and herein, after employed by the Company within the jurisdiction of Local 514 as hereinafter defined, all such employed by the Company within the jurisdiction of Local 514 as hereinafter defined, all such Camerapersons and Publicists being referred to hereinafter by the designation "Camerapersons".
- **2.02 Credits:** In accordance with the prevailing practice, all photography of productions, regardless of the size or type of recording medium used, must have the label of I.A.T.S.E. on each production and all crew members covered under this Agreement shall receive a screen credit. Directors of Photography shall receive a single card head credit, and such credit shall appear in the main titles on screen and in all advertisements, subject to the usual exclusions, wherever the credit block appears.
- **2.03** Local 514 agrees to supply Camerapersons for the job requirements of the Company in the classifications covered by this Agreement, and if Local 514 fails to do so, the Company may secure such Camerapersons from any source, subject to the requirement that any such Camerapersons so secured shall become and remain a member in good standing of Local 514 within thirty (30) days under such conditions as may be permitted by law.
- **2.04** Before filling any vacancy for any positions covered by this Agreement, the Company shall give to Local 514 at least seven (7) days' notice (excluding Saturdays, Sundays, and legal holidays) of the existence of such vacancy, and agrees to interview in good faith all applicants referred by Local 514.
- **2.05** Nothing herein shall be interpreted as requiring either party take any action or refrain from taking any action that is in violation or contravention of any applicable Federal or Provincial law in Canada.
- **2.06** Seven (7) days prior to the start of principal photography, district stewards shall be furnished with the names, residence addresses, and date of hiring of all Camerapersons engaged by the Company, as well as copies of work permits issued for any non-Canadian also engaged.

#### 2.07 Cameraperson Idemnification

- i. The Company will defend, indemnify, and save harmless any Cameraperson for liability incurred during the effective dates of this Agreement and in the course of performance of the Cameraperson's assigned duties and performed within the scope of their employment for the Company that resulted in bodily injury, property damage suffered by any person(s) subject to the following conditions:
- a) This shall not apply in any instance in which injury, loss or damage is the result of or caused, in whole or in part, by the gross negligence or misconduct of the Cameraperson. For the purpose of this Article, gross negligence is defined as circumstances when it must be plain in magnitude of the risks involved are such that, if more than ordinary care is not taken, a mishap is likely to occur in which loss of life, serious injury or grave damage is almost inevitable.
- **b)** The Cameraperson shall cooperate fully in the defense of the claim or action, including, but not limited to, providing notice to the Company immediately upon becoming aware of any claim or litigation and attending of hearings and trials. Absent such full cooperation, the Cameraperson is subject to losing the benefits of this Article 2.07.
- **ii.** The protection provided to the Cameraperson in Section (a) above, is also personal to the Cameraperson and may be enforced by any Cameraperson in any appropriate court or statutory forum. The protection provided to the Cameraperson in Section (a) does not expire with the expiration of this Agreement, but will continue with regard to any claim made against a Cameraperson after the expiration of the Agreement for liability that was incurred in the course of performance of the Cameraperson's assigned duties performed within the scope of their employment for the Company.

#### **3 – JURISDICTION**

The jurisdiction of Local 514 shall apply to the Canadian Province of Québec and to any Cameraperson hired in Local 514 jurisdiction that the Company elects to transport outside the jurisdiction.

## 4 – WAGE SCALE

The current wage scale is found in the attached Appendix A.

**4.01** On filmed, electronically or digitally recorded or captured screen-based productions, the standard minimum wage scale for those employed shall be as follows for a forty (40) hour week, eight (8) hour day (note for Directors of Photography or Publicists hired on a weekly basis, please refer to Articles 14.02 & 15.03 respectively): For camera-related categories not listed, contact the Local 514 office.

## 5 – HOURS OF WORK

**5.01** The minimum workday shall consist of eight (8) hours of work and there shall be no split shifts. The minimum workweek shall consist of any five (5) consecutive days. The five (5) days are to be designated prior to commencement of principal photography. For payroll purposes, the workweek shall commence and end at midnight of the seventh (7<sup>th</sup>) day in the workweek.

- **5.02** For the purposes of computing pay for normal and overtime, including penalties and meal periods, time shall be calculated by the half (1/2) hour so that a Cameraperson shall be paid for a full half (1/2) hour period if they work any portion of a half (1/2) hour period.
- **5.03** Each day off shall be twenty-four (24) elapsed hours in duration (plus turnaround).

#### 6 – WORKWEEK & OVERTIME

- 6.01 All work in excess of the minimum workday or workweek shall be paid as overtime.
- **6.02** Overtime pay for work performed after eight (8) working hours shall be paid for at the rate of one and one-half (1 <sup>1</sup>/<sub>2</sub>) times the basic hourly rate.
- **6.03** Overtime pay for work performed after twelve (12) working hours shall be paid for at the rate of two (2) times the basic hourly rate.
- **6.04** Overtime for work performed after thirteen (13) working hours, and subsequent working hours shall be paid at the rate of three (3) times the basic hourly rate.
- **6.05** Work performed on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day shall be paid for at the rate of two (2) times the basic hourly rate for the first eight (8) working hours. Work performed after eight (8) hours shall be paid for at the rate of three (3) times the basic hourly rate.
- **6.06** When the Company guarantees to employ Camerapersons for six (6) consecutive days for the duration of the entire shoot schedule; then on the sixth (6<sup>th</sup>) day, the minimum rate for the first (1<sup>st</sup>) eight (8) working hours shall be one and one-half (1 ½) times the basic hourly rate. Work performed after eight (8) working hours shall be paid for at the rate of two (2) times the basic hourly rate. All work performed after the eleventh (11<sup>th</sup>) working hour shall be paid for at the rate of three (3) times the basic hourly rate.
- **6.07** Should a Cameraperson work fourteen (14) consecutive days, the Cameraperson shall remain at seventh (7th) day premium rates until such time as a full forty-eight (48) hour plus applicable turnaround free from work is provided.
- **6.08** The Camera Trainee will receive overtime for all work performed, based on the same formula as outlined in this Agreement for the Camerapersons.

#### 7 – VACATION, PENSION, WELFARE AND ASSESSMENT

- **7.01** Vacation Pay: Six (6) percent of gross wage will be paid directly to the Cameraperson as vacation pay.
- 7.02 Producer Retirement Contribution: Six (6) percent of the gross pay (gross wage plus vacation pay) of each Cameraperson shall be remitted weekly to the IATSE Canadian Entertainment Industry Retirement Plan, c/o AQTIS Local 514 IATSE, 1001, BD de Maisonneuve E. bureau 900 Montréal QC H2L 4P9 or as may otherwise be directed by Local 514 for the purpose of administering and providing retirement benefits in accordance with the retirement plan or other rules maintained or adopted by Local 514 from time to time (the "Plan"). In the event a Cameraperson is not enrolled in the Plan, the Producer's remittance shall still be made to the Plan in respect of that Cameraperson and the Plan

administrator shall dispose of such funds in accordance with the Plan and Local 514's rules.

- 7.03 Producer Health & Welfare Contribution: Four and one-half (4 ½) percent of the gross pay (gross wage plus vacation pay) of each Cameraperson shall be remitted weekly to the c/o AQTIS Local 514 IATSE, 1001, BD de Maisonneuve E. bureau 900 Montréal QC H2L 4P9 or as may otherwise be directed by Local 514 for the purpose of administering and providing health & welfare benefits.
- 7.04 Additional Producer Health & Welfare Contribution: In addition to the above amounts in subsection 7.03, the Company shall pay an additional amount of fifteen (15) dollars per day as Health and Welfare Benefits for each Cameraperson to be remitted weekly to the c/o AQTIS Local 514 IATSE, 1001, BD de Maisonneuve E. bureau 900 Montréal QC H2L 4P9. Please note government taxes may apply.
- 7.05 Industry Promotion & Development: One (1) percent of the gross pay (gross wage plus vacation pay) of each Cameraperson shall be remitted weekly to the AQTIS Local 514 IATSE, for Industry Promotion & Development c/o AQTIS Local 514 IATSE, 1001, BD de Maisonneuve E. bureau 900 Montréal QC H2L 4P9.
- **7.06** Working Dues: A deduction of two and one-half (2 ½) percent of gross pay (gross wage plus vacation pay) from each Cameraperson shall be remitted weekly as working dues to *c/o* AQTIS Local 514 IATSE, 1001, BD de Maisonneuve E. bureau 900 Montréal QC H2L 4P9.
- 7.07 Seminar and Development: One-half (1/2) of a percent of the gross pay (gross wage plus vacation pay) of each Cameraperson shall be remitted weekly to the AQTIS Local 514 IATSE for Seminar (training) and Development c/o AQTIS Local 514 IATSE, 1001, BD de Maisonneuve E. bureau 900 Montréal QC H2L 4P9.
- **7.08** Non-Member Administration Fee: Based on the applicable tier level, in order to equalize the payments and deductions in respect to Camerapersons of Local 514, 667 or 669 and non-Members, the Company shall contribute a percentage of the gross pay (gross wage plus vacation pay) for any non-Members engaged and shall be remitted weekly to the *AQTIS Local 514 IATSE, 1001, BD de Maisonneuve E. bureau 900 Montréal QC H2L 4P9*.
- 7.09 Reciprocal Agreements: For Members of Local 514 resident in Québec who have chosen alternative benefit coverage, an additional percentage from each Member will be deducted from gross wages and shall be remitted weekly to the c/o AQTIS Local 514 IATSE, 1001, BD de Maisonneuve E. bureau 900 Montréal QC H2L 4P9. Local 514 will provide payroll with a listing of applicable qualifying Members.

## 8 – STATUTORY HOLIDAYS

**8.01** The following days are recognized as paid holidays:

New Year's Day	(January 1 <sup>st</sup> )		
Good Friday or Easter Monday	(at the option of the Company)*		
National Patriot's Day	(Monday preceding May 25th)		

Québec National Holiday	(June 24 <sup>th</sup> )
Canada Day	(July 1 <sup>st</sup> ) If this date falls on a Sunday: July 2 <sup>nd</sup> ))
Labour Day	(the 1 <sup>st</sup> Monday in September)
Canadian Thanksgiving Day	(2 <sup>nd</sup> Monday in October)
Christmas	(December 25 <sup>th</sup> )
Boxing Day	(December 26 <sup>th</sup> )

As well as any other Federal or Provincial holidays so declared.

\*By the first (1<sup>st</sup>) day of shooting, the Company must notify the crew and Local 514 which of the two (2) holidays have been selected.

- **8.02** The minimum hourly rate for work performed on a statutory holiday shall be paid for on the same scale as a seventh (7<sup>th</sup>) day, as defined in subsection 6.05. Payment for statutory holidays not worked shall be paid at the rate of a minimum eight (8) hour day.
- 8.03 Any statutory holiday not worked shall be considered part of the workweek.

#### 9 – PREMIUMS

- **9.01** Should a call originate between the hours of midnight and 6:00 AM, work performed within these hours, exclusive of paid holidays, penalties, or overtime, shall be paid at two (2) times the basic hourly rate in effect for the day in question, but at no time shall the rate of pay exceed three (3) times the basic hourly rate.
- **9.02** In the event that less than a ten (10) hour (elapsed hours) rest period is allowed between the termination of work on one call and the beginning of work on the next call, three (3) times the wage rate will be paid for all work performed in such ten (10) hour rest period, and will be considered part of a minimum eight (8) hour day.
- **9.03** In the event that a Cameraperson works more than sixteen (16) worked hours from call, the minimum amount of time off shall be twelve (12) consecutive hours free from work. When more than sixteen (16) worked hours occur at the end of the workweek, the applicable weekend turnaround increases by two (2) hours.

## 10 - MEALS

- **10.01** All Camerapersons will receive a meal period of one (1) hour. Such meal period will commence not earlier than the end of the fourth (4<sup>th</sup>) hour and not later than the end of the sixth (6<sup>th</sup>) hour from the call time. Time spent travelling to and from the meal area shall be allowed and shall not be considered part of the meal break. Subsequent meal periods shall be given to commence not earlier than the end of the fourth (4<sup>th</sup>) hour and not later than the sixth (6<sup>th</sup>) hour of work after the conclusion of a prior meal period. In the event of the Company requesting a meal period less than one (1) hour, but no shorter than thirty (30) minutes, and such request being granted at the time by the crew representative, such period will be considered time worked and as such will be paid at the prevailing rate.
- **10.02** If a Cameraperson is unable to commence a meal period by the end of the sixth (6<sup>th</sup>) hour of work as specified in subsection 10.01 above, they shall be paid at two (2) times the rate in effect at that time for the first (1<sup>st</sup>) hour of infringement, and the second (2<sup>nd</sup>) and subsequent hours of a meal penalty shall be paid at three (3) times the rate, until such

time as the meal period is forthcoming. Once a meal period is completed, the Cameraperson shall be paid the applicable hourly rate. It is agreed that the maximum penalty payable under this clause shall be three (3) times the basic hourly rate.

**10.03** When on location or at a studio, all Camerapersons shall be provided with coffee, tea, ice water and/or other beverages to be supplied by the Company.

#### **11 – TRAVEL AND ACCOMMODATION**

- **11.01** When a Cameraperson is required to work at a location outside the boundaries of <u>see</u> <u>Appendix B</u>, the Company agrees to originate the call at the boundaries of the zone. Time used to travel to and from locations shall be considered as part of the workday and subject to the provisions for overtime and meal penalties as described herein.
- 11.02 For the purposes of this Agreement, the boundaries of <u>see Appendix B</u> shall be considered a circle with a radius of <u>25KM</u> centered at the intersection of <u>Ste. Catherine</u> <u>E.</u> and <u>Cartier</u> streets in the city of <u>Montréal</u>.
- **11.03** A "Distant Location" is any work location that is situated one (1) hour or more drive from the edge of the Studio Zone.
- **11.04** When any Camerapersons are travelling to and from a location outside the boundaries of <u>see Appendix B</u>, the Company shall provide first class or business class transportation. Economy class jet air travel shall be considered adequate for the purposes of this Agreement only for flights (gate to gate, destination to destination) under three (3) hours inclusive. When transporting Camerapersons by car to locations within a two (2) hour driving distance from the Company base, the maximum number of passengers per standard sedan and standard nine (9) passenger vehicle shall be five (5) and eight (8) respectively, including the driver.

If the driving distance exceeds two (2) hours from the base to location, the maximum number of occupants in the vehicles shall be reduced by one (1) to four (4) and seven (7) respectively, including the driver. The driver shall adhere strictly to the traffic regulations and speed limits as posted.

When a Cameraperson is required to move from one place of work to another, the Company shall supply proper legal passenger transport and time so spent shall count as time worked. For the purposes of travel, a Cameraperson shall not ride in the backs of trucks or in the freight areas of vehicles.

- **11.05** If travelling by no-sleeper train, plane, automobile, bus or ship, all time spent in travelling shall be subject to all overtime and penalty provisions.
- **11.06** When Camerapersons are required to travel, each Cameraperson shall be insured by the Company for the duration of the travel including the return trip, for the sum of not less than two hundred and fifty thousand dollars (250 000,00\$). Any Cameraperson required to travel by helicopter shall be insured for not less than one million dollars (1 000 000,00\$). Camerapersons shall be required to fill out a form specifying a beneficiary. Such form shall be filed with the designated representative of the Company.

A copy of these insurance policies will be submitted by the Company to the Local 514 office one (1) week prior to the start of the production.

A Cameraperson refusing in good faith to travel by plane or helicopter will not jeopardize their future working opportunities on assignments which do not require travel by plane or helicopter.

**11.07** When Camerapersons on location are required to remain overnight or longer, first class single accommodation equal to the Canadian Automobile Association or the American Automobile Association diamond standards shall be made available.

#### 11.08 PER DIEM

- When Camerapersons are working on location, the Company shall pay a per diem of seventy-five dollars (75,00\$) in Canadian funds to the Cameraperson for each twenty-four (24) hour period. This per diem consists of fifteen dollars (15,00\$) for breakfast, twenty-five dollars (25,00\$) for lunch and thirty-five dollars (35,00\$) for supper. When outside Canada, per diem shall be paid in the above-mentioned amounts in American or Euro funds to be agreed upon by Local 514 in advance.
- ii. On shooting days when the Company provides a hot meal of equal value to per diem as per subsection 11.08 (i), the Company may elect to not pay that meal per diem. The supplied meals will meet with the approval of the Crew Representative who may at any time request to see receipts to ensure the cost of said meals in equivalent to that of the meal allowances. This will not apply on weekends or any Company days off.

If a hotel breakfast is provided, it must be available no later than one (1) hour before call.

- **11.09** On distant locations, each Cameraperson shall be notified prior to departure as to what accommodations will be made available at the location. All travel between the Cameraperson's accommodation and the shooting site while on distant location shall be considered time worked.
- **11.10** All Camerapersons will be informed at least twenty-four (24) hours prior to departure as to what kind, class or mode of transportation will be furnished. Return fare will be paid prior to departure.
- **11.11** When Camerapersons are required to travel overnight by train, the Company must provide at least lower berth accommodations. If travelling by train with sleeping accommodation provided, the Camerapersons shall be given a minimum credit of eight (8) hours pay for each twenty-four (24) hour period, i.e. one (1) hour travel time earns one (1) hour work time credit, and nine (9) hours travel time earns eight (8) hours work time credit. If work occurs on the same day, the travel time on the train may be used to complete the day's guarantee.
- **11.12** A Cameraperson required to ride a truck and assigned to, and responsible for, the care of the cargo shall be deemed working for the purposes of overtime and penalty calculations.

- **11.13** When Camerapersons are at a distant location, days not worked including Saturdays, Sundays, and statutory holidays, shall be paid for at the minimum call (eight (8) hours at the basic hourly rate) as well as the vacation pay, pension and welfare benefits, company assessment and dues deduction as per Subsections 7.01, 7.02, 7.03, 7.04, 7.05, 7.06 and 7.07.
- **11.14** When a Cameraperson is required to travel and/or work outside of Canada, the Company must provide full travel health insurance for each Cameraperson.

#### 12 – HAZARDOUS WORK & SAFETY

- **12.01** Camerapersons shall not be required to perform any work which in their opinion is hazardous.
- **12.02** Camerapersons who agree to perform hazardous work shall negotiate a hazard rate with the Company. The minimum rate for such work shall be seventy-five dollars (75,00\$) per hazard. The same minimum shall apply to each flight when inspecting, rehearsing, or photographing motion and still pictures on aerial flights, whether in an established commercial plane, or private plane.
- **12.03** A "combat zone" is deemed to be any area or locality in which there is armed conflict, hostilities or government declared emergency. Travelling, working, flying in or over a combat zone shall be deemed hazardous and a negotiated rate shall apply for each day or period in such zones.
- **12.04** In the event any Cameraperson is assigned and agrees to perform hazardous work, they shall be covered by a personal accident insurance policy for the duration of such assignment, insuring against disability, death and/or dismemberment, in the amount of one million dollars (1 000 000,00\$) with the beneficiary designated by the Cameraperson. Such policy is to be paid for by the Company and a copy of this insurance policy will be submitted by the Company to the Local 514 office one (1) week prior to the start of the production.
- **12.05** The Company agrees to bring all Camerapersons under the terms of the applicable Workers' Compensation Board/Workplace Safety & Insurance Board/Workplace Health, Safety and Compensation Commission in the Province of <u>Québec</u> and in any other jurisdiction where the work on the production by the Cameraperson is to take place. Certificates of valid enrollment, or other such forms of proof thereof as is satisfactory to Local 514, shall be provided to it before employment commences. An appropriate first aid kit shall accompany all production crews wherever they may be working. When Local 514 determines the working conditions to be dangerous or hazardous, an individual holding a valid Workers' Compensation Board Industrial First Aid Certificate will be employed.

The Producer will notify Local 514 in writing within four (4) business days of any occupational injury or incident which requires the Producer to issue the appropriate provincial Workers Compensation Board form and will provide the date and the general circumstances of the occurrence.

**12.06** Each Cameraperson shall be informed prior to departure as to what can be expected in respect to weather conditions at or near the shooting site so that they may reasonably

provide themselves with suitable clothing and/or equipment. However, in extreme heat, cold or inclement weather or hostile environments, the Company shall furnish the Camerapersons with suitable clothing and gear to cope with these conditions and allow for frequent breaks.

- **12.07** Any Cameraperson unable to complete a shift because of an injury sustained on the job shall be paid a full eight (8) hour shift and any overtime, penalties, and premiums incurred before the injury.
- **12.08** When a Cameraperson is called upon to do any other work that they consider hazardous and a difference of opinion arises, then same shall be settled between Local 514 and the Company. Refusal to perform hazardous work shall not in any case be grounds for termination of employment.
- **12.09** The Company shall ensure a Workplace Violence & Harassment policy is in place and all Camerapersons are advised of said policy. This Policy shall include definitions of Workplace Violence & Harassment as well as lines of communication in the event a Cameraperson witnesses or is subject to Workplace Violence & Harassment.
- **12.10** The parties agree that employees who are members of IATSE in good standing are entitled to recognition and the exercise in full equality of all rights and benefits of the Agreement, without distinction, exclusion or preference based on race, color, sex, age, marital status, religion, political convictions, language, ethnic or national origin, sexual orientation. Discrimination exists where such a distinction, exclusion or preference is to reduce or compromise the rights and benefits under the collective agreement. A distinction, exclusion or preference based on the aptitudes or qualifications required for an employment is deemed non-discriminatory.

The Company maintains a strict anti-harassment policy which includes the prohibition of psychological harassment as defined under provincial law. As with all individuals employed by the Company, employees working under this Agreement are protected by this policy and required to comply with its terms.

## **13 – TERMINATION OF EMPLOYMENT**

- **13.01** Termination of employment for Camerapersons hired on a weekly basis shall be one (1) weeks' notice in writing, or in lieu of such notice shall be one (1) week's salary. Other than scheduled termination, severance shall only be for gross incompetence in the performance of the Cameraperson's duty or duties and the onus of proof shall rest on the Company.
- **13.02** In the event of the death of a Cameraperson, the Company shall pay to whomever said Cameraperson may have designated in writing to the Company or if no such designation has been made, to the Cameraperson's estate, an amount equal to the amount of severance pay such Cameraperson would have received had they been discharged on the date of their death.

## 14 – DIRECTOR OF PHOTOGRAPHY

- **14.01** All terms and conditions of the Agreement shall apply unless otherwise noted here in Section 14.
- **14.02** The Director of Photography shall be paid either on a weekly rate or an hourly rate basis according to the minimum scale rates and conditions of this Agreement. Over scale pay may be negotiated by the Cameraperson. All benefits and fringes shall be paid in addition to the rate.
  - i. Weekly rates are based on sixty (60) hours guaranteed per week which is equivalent to seventy (70) pay hours.
  - **ii.** If a weekly work assignment is less than one (1) week, as in the first (1st) or last week of a production schedule, then the rate shall be one-fifth (1/5th) of the Director of Photography weekly rate for each day worked during the fractional work week.
- iii. If on a weekly work assignment, the sixth (6th) and seventh (7th) day pay shall apply as per the Agreement by multiplying one-fifth (1/5th) of the weekly rate by one and one-half (1 ½) and two (2) times the weekly rate respectfully.

## 15 – PUBLICISTS

- **15.01** All terms and conditions of the Agreement shall apply unless otherwise noted here, in Section 15.
- **15.02** Publicists shall be engaged on an 'On Call' basis. Rates shall be paid on a weekly rate pay basis.
  - i. If a work assignment is less than one (1) week on a feature film, then the rate shall be one-fifth (1/5th) of the Publicists weekly rate for each day worked during the fractional workweek.
  - ii. If a work assignment is less than one (1) week on a television production, then the rate shall be as per Section 4 WAGE SCALE, for Publicist (daily T.V. only).
- **15.03** The workday shall be twelve (12) hours for feature and theatrical release productions and ten (10) hours for all other phases of motion picture production, but not limited to, television, filmed, electronically and digitally recorded, for DVD and tape release and all internet productions including new media productions. Overtime shall apply as previously stated in this Agreement as per Section 6.
- **15.04** The regular workweek for all Publicists shall be any five (5) consecutive workdays followed by two (2) consecutive days as regular days off.
- **15.05** Time spent in attendance at production meetings or surveys shall be considered time worked.
- 15.06 Overtime:
  - i. A Publicist who works a sixth (6th) workday in a period of seven (7) consecutive calendar days shall be paid a sixth (6th) day rate calculated accordingly: Weekly contracted rate divided by five (5) times one and one half (1 ½).
  - **ii.** A Publicist who works a seventh (7th) workday in a period of seven (7) consecutive calendar days or a statutory holiday shall be paid a seventh (7th) day rate calculated accordingly: Weekly contracted rate divided by five (5) times two (2).

### **16 – STILL PHOTOGRAPHY**

- **16.01** Operation of all still cameras, on or off the production set, used for the purpose of performing work covered by this Agreement shall be performed exclusively by Still Photographers covered by this Agreement. Any still photography by any person who is not a member in good standing with Local 514 in the Still Photographer category is strictly prohibited, and is a violation of this Agreement, except as elsewhere provided.
  - i. A Local 514 photographer will photograph any photography made for the Art and Prop Departments, whereby the photograph will be used for any part of the production that may appear on camera.
  - **ii.** However, for the purpose of securing pre-production location identification, still pictures which are made solely for the purpose of choosing location sites, such pictures may be made by an Art Director, or a person designated by the Company from the Location Department or if none, then from the Production Department, or a Unit Manager if there is no Production Department, to make such pictures, and such person shall not be subject to the terms of this Agreement.
- **iii.** Pre-production still pictures made away from the Company premises for identification purposes only, for set design or decoration, but not for publicity purposes, may be made by a person designated by the Company, and such person shall not be subject to the terms of this Agreement.
- **16.02** Continuity photographs may be taken by the Script Supervisor, Hair, Make-up or Wardrobe departments or any other department whereby the photos are used strictly for continuity purposes and not for any other purpose.
  - i. The Company agrees and acknowledges that all photographs on or off the production set for any purpose whatsoever, including continuity photography, shall be only photographed by the crew member using these photographs as a condition of, and for use in the fulfilment of his job and responsibilities or by the Local 514 Still Photographer covered by this agreement and not by any other crew member. These photographs may also not be used for any other purpose.
- **16.03** If with the consent of Local 514, a Still Photographer, not subject to this Agreement, takes still photographs which would otherwise be taken by persons subject to this Agreement, the Company shall provide that a collaborating Local 514 Still Photographer is employed at the basic rate, subject to the following:
  - i. The Still Photographer subject to this Agreement will:
    - Perform similar duties to the Photographer not subject to this Agreement.
    - Submit for consideration still picture photographs.
    - Work the same number of hours each day as the Photographer not subject to this Agreement.
  - **ii.** No more than one (1) Photographer not subject to this Agreement shall be utilized at one time.
- **16.04** In addition to the foregoing provision, upon appropriate notification, (which may include written verification of the assignment if requested by the Local Union), the Local Union shall grant a waiver in the following limited circumstances:

- i. Where such still photographer is on a specific bona fide assignment for a local newspaper, nationally recognized magazine, or a national news service as distinguished from a photographic service.
- **ii.** Where a still photographer subject to this Agreement is employed by the Company on television productions on a weekly basis and provided that no more than one still photographer not subject to this Agreement is present at any given time.
- **16.05** In addition to the Still Photographer's standard wage, each Still Photographer will receive an additional one hundred and ninety-five dollars and sixty-five cents (195,65\$) per day plus fringe for labor incurred on digital processing when hired on a daily basis.

## 17 – SPECIALIZED EQUIPMENT OPERATORS, TECHNICIANS

- **17.01** This category includes: Stabilized Remote Head Operators, Non-stabilized Remote Head Operators, Aerial Remote Head Operators, Motion Control Operators and Technicians rates and Unmanned Aerial Vehicles (UAVs) Pilots, Operators, and Safety Supervisors.
- **17.02** All terms and conditions of the Agreement and any signed Schedules will apply to Remote Head Operators, Unmanned Aerial Vehicles (UAVs) Pilots, Operators, and Safety Supervisors.
- **17.03** Prep days that are paid by the Production will follow the terms and conditions of the Agreement and any signed appendix.

#### 17.04 Remote Head Techs and Related Technicians:

- i. All Remote Head Technicians call and wrap times will be at the rental house when transporting equipment. Travel will be determined with consultation with the Local 514.
- ii. All Remote Head Technicians will be scheduled and placed by the rental house.

#### 17.05 Unmanned Aerial Vehicle (UAV) Crews:

- i. Minimum crew and accreditation conditions will be determined by the Local and any government legislation.
- ii. All UAV pilots, UAV camera operators, and UAV Safety Supervisors will be scheduled and placed by the supply company.

## 18 – GENERAL

- **18.01** Local 514 Camerapersons shall not be required to work or give services to any company other than the Company by whom they are directly employed. A Local 514 Cameraperson's services shall not be subleased, nor shall any Cameraperson perform services for any other than their direct Company.
- **18.02** The Company shall give Local 514 at least twenty-four (24) hours' notice on all calls.
- **18.03** On a daily basis, the Company shall provide Local 514 with call sheets for all units.
- **18.04** A Cameraperson called in for consultation, supervision, and preparation of lighting, selecting locations or checking equipment, prior to principal photography, shall be compensated at the prevailing wage scale for their respective classification.

- **18.05** The Company can postpone or cancel a call before its commencement by giving notice not later than 1:00 PM of the day before the call starts unless the call is for the first (1<sup>st</sup>) day of the workweek, in which case the notice must be given no later than 1:00 PM of the last day of the preceding workweek. The exception is exterior calls, in which case the cancellation deadline will be extended to 6:00 PM. When such notice is not given, the call shall be considered in effect and binding on the Company to pay for same. Once a Cameraperson begins a call, there can be no cancellation of any part thereof.
- **18.06** When Camerapersons are engaged on a weekly basis, the Company must advise by 1:00 PM of the last day of the workweek how such Camerapersons are engaged for the following week, whether it is by the day or by the week. If the workweek ends on a fifth (5<sup>th</sup>) day, and such Camerapersons are hired on a daily basis from that day, work performed on a sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day will be at overtime at the daily rate.

#### 18.07 Minimum Crew

The minimum crew on a production shall consist of:

- a) Director of Photography, Operator, 1<sup>st</sup> Assistant, 2<sup>nd</sup> Assistant, Still Photographer, Camera Utility (Loader) on feature films or Camera Trainee on all productions other than feature films.
- b) Any additional cameras on a main unit shall require an Operator and a 1st Assistant, however, if more than three (3) cameras are set up at any one time, an additional 2<sup>nd</sup> Assistant will be employed and with the setting up of a seventh (7<sup>th</sup>) camera another additional 2<sup>nd</sup> Assistant shall be employed.
- c) If an additional production unit is required it must be staffed by a full photographic crew.

On production tests, excluding equipment tests, the minimum crew shall consist of:

a) A Director of Photography, Operator, 1<sup>st</sup> Assistant, 2<sup>nd</sup> Assistant and Camera Utility (Loader) on feature films or Camera Trainee (all productions other than feature films).

On Equipment tests (prep), the minimum crew shall consist of:

a) 1<sup>st</sup> Assistant, 2<sup>nd</sup> Assistant and Camera Utility (Loader) on feature films or Camera Trainee (all productions other than feature films).

Composite process photography, backgrounds including plates with or without doubles (doubles not to be part of the cast), the minimum crew shall consist of:

- a) A Director of Photography and a 1<sup>st</sup> Assistant (Operator optional).
- **18.08** On all productions other than feature films, the Camera Trainee will be designated by the Local 514 office on a rotational basis. The Camera Trainee will work the same number of hours as the 2<sup>nd</sup> Assistant during principal photography, test and wrap days.
- **18.09** The duly authorized Business Representative of Local 514 or their accredited representative shall be permitted to visit any portion of the studio necessary for the proper conduct of the business of Local 514 during business or working hours.

- **18.10** As Local 514 is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artist and Allied Crafts of the United States, its Territories and Canada, nothing in this Agreement shall ever be construed to interfere with any obligation which Local 514 owes to such International Alliance by reason of a prior obligation provided that the Company shall have been given notice of such obligation.
- **18.11** Nothing in this Agreement shall prevent any individual from negotiating and obtaining from the Company better rates, conditions and/or terms of employment than those herein provided.

The Company, at its discretion, with or without consulting Local 514, may give an individual better rate, conditions and/or terms than those provided for in this Agreement.

No deal memorandum may contain clauses that are contrary to the provisions of this Agreement. If a deal memorandum, verbal or otherwise, provides for lesser conditions and terms of employment than those this Agreement provides for, then those lesser conditions and terms are null and void and of no effect and the terms and conditions of this Agreement apply to replace the deal memorandum's expunged terms and conditions.

The Company shall notify Local 514 upon entering into any such deal memorandum with any individual Cameraperson or dependent contractor covered by a personal service or corporate contract or deal memorandum and shall forward a copy of such contract or deal memorandum to the Local 514 office prior to employment.

The granting to any individual of better rates, conditions and/or terms shall not in any manner as precedent for granting similar rates, conditions and/or terms to other individuals.

If an individual incurs a bona fide expense as a result of their employment that is not reimbursed by the Company, it is agreed production will provide a completed Canada Revenue Agency T2200 to each individual requiring one for said expense.

- **18.12** A copy of all production and employment documentation shall be forwarded to the Local 514 office prior to principal photography. This shall include, but is not limited to deal memoranda, Company policies, schedules, et cetera.
- **18.13** On or before their first (1<sup>st</sup>) day of employment, Camerapersons will supply to the Company reasonable residency information sufficient to ensure that the Company receives all Federal and Provincial tax credits. Such information shall be kept confidential and held in compliance with all applicable privacy legislation except to the extent necessary to obtain the production tax credits.

The Company shall inform Local 514 should any Cameraperson fail to provide necessary documentation and Local 514 will contact the Cameraperson to provide the required paperwork in a timely manner.

**18.14** If any part of the work is worked at a higher classification than the classification under which the Cameraperson is called for work, the higher rate shall prevail for the entire day. The Camera Trainee cannot displace a 2<sup>nd</sup> Assistant, or upgrade to a higher classification.

- **18.15** It shall not be a breach of this Agreement for any Cameraperson to refuse to work with a non-union person or person not hired in accordance with Subsection 2.03 of this Agreement.
- **18.16** Weekly remuneration shall be paid at (or before) 4:00 PM of the fifth (5<sup>th</sup>) day of the workweek for the previous week ending at midnight on the seventh (7<sup>th</sup>) day.
- 18.17 In the event the Company uses a payroll company or other outside person(s), or entity (herein referred to 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 under this agreement, the Company agrees and acknowledges that it is and remains the Company of such Employee(s) for the purposes of all provisions of this Agreement, and that the Company remains liable and responsible for compliance with such provisions.
  - **18.18** In the event of late payment by the Company, a penalty of one (1) percent per day of the gross wages for that week shall be paid to the Cameraperson, and such penalty shall be added to the next week's wages or, if none, by a separate cheque.
  - **18.19** The Company shall not alter Camerapersons' deal memos or time sheets without notification and explanation in writing to the Cameraperson and Local 514. In the event of a discrepancy between the Cameraperson timesheet and the Daily Production Report, the timesheet will be given precedence.
  - 18.20 There will be no stand-by calls.

#### **19 – DISPUTES**

Where a dispute arises between the Company and Local 514 relating to the dismissal of a Cameraperson, or to the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, the dispute shall be settled conclusively as follows:

- **19.01** Local 514 shall present the grievance either orally or in writing to the Company. A meeting between a management Representative and a Local 514 Representative shall be held within two (2) days of the presentation of the grievance.
- **19.02** The Company agrees that, after a complaint has been made by Local 514, the Company's representatives shall not discuss or negotiate with the aggrieved Local 514 members without the consent of Local 514.
- **19.03** The Company shall render a decision in writing with respect to the grievance within three (3) days following the meeting.
- **19.04** Failure by the Company to have a representative attend a meeting within two (2) days of the presentation of the grievance and/or failure by the Company to render a written decision within three (3) days following the meeting shall constitute a granting of the grievance in favour of Local 514 and such decision shall be final and binding. These time limits shall exclude Sundays and holidays and may be extended with the written authorization of Local 514.
- **19.05** Should the grievance not be resolved to the satisfaction of the parties, the matter shall immediately be referred to a mutually single Arbitrator.
- **19.06** If the parties cannot agree upon an Arbitrator to determine the grievance, either party may.

Request upon the Minister of Labour, pursuant to the appropriate legislation to appoint an Arbitrator for such purpose.

- **19.07** The costs of the arbitration shall be shared by the parties equally, including the Arbitrator fees.
- **19.08** Except in the case of failure to comply with an arbitration award or non-payment of wages, the Company agrees that it will not lock out any Camerapersons hereunder and Local 514 agrees that it will not engage in any strike, boycott, work stoppage or picketing of the Company by reason of any dispute, grievance, or difference of opinion between the parties subject to arbitration under this paragraph.

#### **20 – PERFORMANCE BOND**

- 20.01 To secure payment of wages and benefits in full, Local 514 will require the Company to post a certified cheque in the amount sufficient for the purpose. Each certified cheque shall cover not only obligations for wages and benefits, but also a reasonable amount for counsel fees and other arbitration and litigation expenses which might be incurred in the event of a default of the Company, making it necessary to institute suit for recovery. The amount of such performance bond for this production shall be sixty-five thousand dollars (65 000,00\$) payable to c/o AQTIS Local 514 IATSE, 1001, BD de Maisonneuve E. bureau 900 Montréal QC H2L 4P9 and be provided prior to camera preparation.
- 20.02 If weekly remuneration is delayed or not paid at or before 4:00 PM of the fifth (5<sup>th</sup>) day of the workweek for the previous week ending at midnight on the seventh (7<sup>th</sup>) day during pre-production or production, the Company agrees to provide an additional twenty thousand dollars (20 000,00\$) bond. The additional amount of such performance bond shall be payable immediately to *c/o AQTIS Local 514 IATSE, 1001, BD de Maisonneuve E. bureau 900 Montréal QC H2L 4P9*. The entire bond shall be returned to the Company on completion of its obligations hereunder.

## 21 - COLLECTION AND STORAGE OF INFORMATION

**21.01** The Company will ensure that any information collected of a personal nature for any individual will be stored in a secure environment and will only be used for the purpose for which it was collected and will not be distributed at any time after the production is completed. The Company further confirms that it will adhere to all Provincial, State and Federal privacy policies.

#### 22 – INSURANCE

**22.01** It is agreed that the Company shall provide the following while inspecting, rehearsing or shooting: The Company shall provide insurance in the amount of two hundred and fifty thousand dollars (250 000,00\$) against accidental death and/or dismemberment to be payable to the Cameraperson, their heirs, assigned, next of kin, or estate and all premiums shall be paid by the Company. The policy shall be kept in force and effect at all times until the completion of the shoot.

All or part of an Individual Employment Contract may be declared null and void by Local 514 at any time during the term of the Agreement if, in the opinion of Local 514, all or part of the Individual Employment Contract decreases the benefits under the Agreement.

It is understood that this Agreement pertains to this production only, and in no way can be construed as a precedent for any future negotiations between the two parties.

THIS AGREEMENT IS EFFECTIVE AS OF	AND FOR ONE YEAR THEREAFTER.
DATE SIGNED	
SIGNATURE :	
Producer or Company Rep	presentative (please print & sign name) ny Name – "TITLE"
SIGNATURE : President	Camera VP
Artists & Allied Crafts of the	of Theatrical Stage Employees, Moving Picture Technicians, United States its Territories and Canada. Jureau 900, Montréal (Québec) H2L 4P9 514 844-2113

## APPENDIX A

#### MINIMUM SCALE 2023 – CANADIAN FUNDS

CATEGORY	Feature Film	Television	
Director of Photography	113,10 \$	108,80 \$	
Director of Photography (weekly)	7 916,10 \$	7 613,90 \$	
Camera Operator	77,45 \$	73,70 \$	
1 <sup>st</sup> Assistant	60,10 \$	56,35 \$	
2 <sup>nd</sup> Assistant	43,90 \$	39,95 \$	
Camera Utility	40,85 \$	36,95 \$	
Publicist (weekly)	4 386,20 \$	3 331,85 \$	
Publicist (daily on TV only)		772,35 \$	
Still Photographers*	65,40 \$	71,75 \$	
Digital Engineer	94,75 \$	90,95 \$	
Digital Technician / Data Management Technician	55,40 \$	53,90 \$	
Motion Picture Video Coordinator	51,55 \$	51,55 \$	
24 Frame Operator	51,55 \$	51,55 \$	
Video Assist 1	35,75 \$	32,50 \$	
Video Assist 2	21,30 \$	21,30 \$	
EPK/ EPK/BTS Cameraperson (daily)**	77,45 \$	73,70 \$	
BTS EPK/BTS Cameraperson (full time)***	465,80 \$	465,80 \$	
EPK/BTS Soundperson (daily)**	77,45 \$	73,70 \$	
VFX VFX Supervisor	Nego	tiable	
VFX Coordinator	Nego		
VFX Artist – Technician	34,6		
VFX Technician	31,8		
Camera Trainee Qc Minimum wage + 1,00\$			

As per May 1st, 2023, Quebec Minimum wage will increase from 14,25\$/h. to 15,25\$/h.

SPECIALIZED EQUIPMENT OPERATORS AND TECHNICIANS				
HEADS &	Stabilized Remote Head Operator	78,25 \$		
CRANES	Non-Stabilized Remote Head Operator	57,40 \$		
	Aerial Remote Head Operator	97,85 \$		
	Motion Control Operator (Techno Dolly)	97,85 \$		
	Motion Control Technician	65,30 \$		
UAV	UAV Pilot	113,10 \$		
	UAV Operator	77,50 \$		
	UAV Safety Supervisor	60,10 \$		
3D / F	or 3D Stereography and Remote Helicopter categories	Contact Local 514 Office		
Helico				

# \*Still Photographers will receive an additional 195,65\$ per day plus fringe for labour incurred on digital processing when hired on a daily basis.

\*\*including EPK/Behind-The-Scenes/B-roll and when hired on a daily basis.

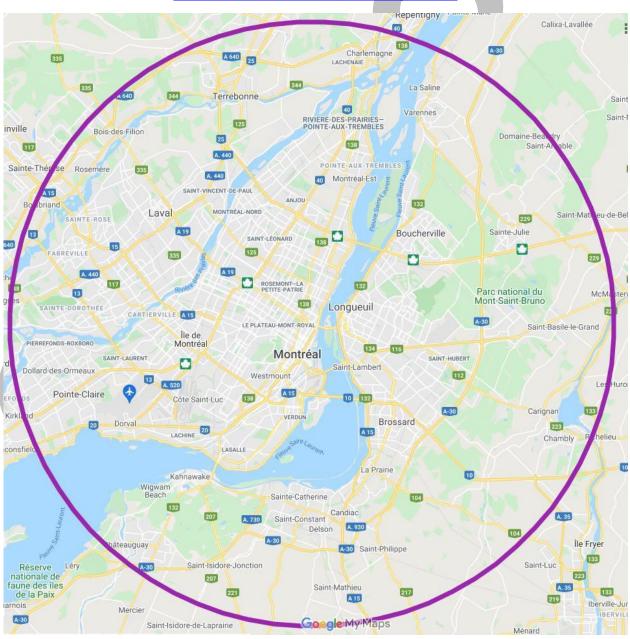
\*\*\*including EPK/Behind-The-Scenes/B-roll and when hired on a full time and based on a 10-hour day.

## APPENDIX B

#### Montréal Studio Zone

STUDIO ZONE: The following boundaries shall be referred to as the Studio Zone:

- Near the limits of the islands of Montréal, Laval, Bizard.
- Within a radius of twenty-five (25) kilometers from the Papineau subway station in Montréal.



Click here to view the map on Google Maps

## APPENDIX C

#### NEARBY LOCATIONS, OUTSIDE THE STUDIO ZONE

- **i.** A "Nearby location" outside the Studio Zone will be a location that falls within a one (1) hour drive starting from the edge of the Studio Zone. Prior to photography for the Nearby location, the actual distance and time will be determined in ten (10) minute increments by and between the Local 514 Representative and the Company.
- **ii.** When working at a Nearby location, transportation time from the edge of the Studio Zone to the location and from such location back to the edge of the Studio Zone will be paid as part of the workday and subject to all premiums, penalties, turnaround and overtime payments.
- iii. When working at a Nearby location the Company shall provide a shuttle service between its base of operations or an agreed upon site as determined by the Local 514 Business Representative and the Production Manager within the Studio Zone and the location.
- iv. When any workday at a Nearby location is fourteen (14) hours worked in duration or longer not including unpaid meal breaks, the Company will make reservations for and pay the full cost of single occupancy, first class accommodation equivalent to CAA or AAA diamond standards.
- v. When a Cameraperson's call time is between the hours of 4:30 PM and 7:30 PM, or wrap time is between the hours of 5:30 AM and 8:30 AM, the agreed upon travel time shall be doubled and paid at the prevailing rate if traveled, of the Company shall make reservations for and pay the full cost of single occupancy, first class accommodation equivalent to CAA or AAA diamond standards.
- vi. When working at a Nearby location and overnight accommodations are required, Camerapersons and Publicists on Distant location assignments shall receive a per diem allowance of seventy-five dollars (75,00\$) as per Subsection 11.08 (i) to cover the cost of meals and miscellaneous expenses for each twenty-four (24) hour period.
- vii. When the Company provides a hot meal of equal value to per diem as per Subsection 11.08 (i), the Company may elect to not pay that meal per diem. The supplied meals will meet with the approval of the Crew Representative who may at any time request to see receipts to ensure the cost of said meals is equivalent to that of the meal allowances.
- viii. When the Company provides overnight accommodations according to Sections (iv and v) above, call and wrap times shall be at set provided that the set location and accommodations are within fifteen (15) minutes of each other.
- **ix.** When overnight accommodations according to Sections (iv and v) above, are not required, turnaround shall be eleven (11) hours on each workday at Nearby location. When overnight accommodations are provided, regular turnaround of ten (10) hours shall be provided in accordance with Section 9.02.
- x. When overnight accommodations according to Subsections (iv and v) above, are not required on the last day of the workweek and two (2) days off follow, turnaround will be forty-eight (48) plus seven (7) hours. In the same circumstance with one (1) day off, turnaround will be twenty-four (24) plus eleven (11) hours.

#### DISTANT LOCATIONS

i. "Distant Location" is any work location that is situated one (1) hour or more drive from the edge of the Studio Zone as per Section 11.03.

- **ii.** Camerapersons and Publicists on Distant location assignments shall receive single occupancy accommodation equivalent to CAA or AAA standards at the Company's expense.
- iii. Camerapersons and Publicists on Distant location assignments shall receive a per diem allowance of seventy-five dollars (75,00\$) as per Subsection 11.08 (i) to cover the cost of meals and miscellaneous expenses for each twenty-four (24) hour period, paid in advance.
- iv. When the Company provides a hot meal of equal value to per diem as per Subsection 11.08 (i), the Company may elect to not pay that meal per diem. The supplied meals will meet with the approval of the Crew Representative who may at any time request to see receipts to ensure the cost of said meals is equivalent to that of the meal allowances.
- v. Regular turnaround of ten (10) hours shall be provided in accordance with Section 9.02.

All or part of an Individual Employment Contract may be declared null and void by Local 514 at any time during the term of the Agreement if, in the opinion of Local 514, all or part of the Individual Employment Contract decreases the benefits under the Agreement.

It is understood that this Agreement pertains to this production only, and in no way can be construed as a precedent for any future negotiations between the two parts.

## APPENDIX D

## ADHERENCE AGREEMENT

#### ADHERENCE AGREEMENT

("Agreement")

#### **BETWEEN:**

#### COMPANY NAME

(the "Producer")

and

AQTIS 514 IATSE

(the "Union")

**WHEREAS** the Producer wishes to produce a motion picture currently titled: (PRODUCTION TITLE) and to use the services provided exclusively by Union members;

**WHEREAS** the Union is the exclusive bargaining agent and representative of its members with respect notably to minimum rates, minimum terms and conditions of engagement by the Producer;

**WHEREAS** the Producer and the Union wishes to enter into a Collective Agreement, which establishes, notably, minimum rates and minimum terms and conditions of engagement;

**THEREFORE** in consideration of the mutual covenants and promises set out below, the Parties hereby agree as follows:

#### ARTICLE 1 - SCOPE OF AGREEMENT

- 1.01 The purpose of this Agreement is to secure the protection of the AQTIS 514 IATSE agreements for its Members, and the benefits and obligations of the Union Camera and Studio Mechanics Agreements for both Parties:
  - a) During those stages of the motion picture prior to pre-production or during pre-production when it is uncertain if the motion picture will proceed to principal photography;
  - b) While the parties are negotiating the terms of any Letter of Variance, and;
  - c) During production of the motion picture.
- 1.02 The Producer hereby recognizes the Union as the exclusive bargaining agent and representative with respect to minimum rates and all other minimum terms and conditions of engagement of all persons hired by the Producer to perform any of the duties of any classification set out in the Letter of Variance.

- 1.03 The Producer will only hire Union members in good standing or duly authorized permittees of the AQTIS 514 IATSE in good standing to perform duties hereunder.
- 1.04 The Union Camera and Studio Mechanics Agreements are hereby deemed to be incorporated into this Agreement as if set forth in full herein in writing, and hereby binds the Parties, subject to the execution of any Letter of Variance and the terms of this Agreement. These Agreements are hereby deemed to be incorporated into the Camera and Studio Mechanics and any related Deal Memo as if set forth in full therein in writing.

# ARTICLE 2 - LETTER OF VARIANCE (REVISING THE AQTIS 514 IATSE Camera and Studio Mechanics agreements)

2.01 Upon execution of this Agreement, the Parties shall undertake negotiations, if necessary, for any revisions to the AQTIS 514 IATSE Camera and Studio Mechanics agreements, which will be set forth in writing in a Letter of Variance executed by the Parties.

#### **ARTICLE 3 - APPLICATION AND DURATION**

- 3.01 This Agreement, the Union Camera and Studio Mechanics agreements and any Letter of Variance, applies retroactively to every Deal Memo, regardless of when the Deal Memo is executed.
- 3.02 This Agreement and the Union Camera and Studio Mechanics agreements, as amended by any Letter of Variance, will remain in full force and effect unless and until the Producer advises the AQTIS 514 IATSE in writing during pre-production at the address listed below that the motion picture will not proceed to principal photography.
- 3.03 If the motion picture does not proceed to principal photography, the Producer must satisfy all of its obligations under this Agreement, the AQTIS 514 IATSE Camera and Studio Mechanics agreements, any Letter of Variance, and each Deal Memo up to and including the date upon which written notice is received by the AQTIS 514 IATSE in accordance with Article 3.02.

#### **ARTICLE 4 - VALIDITY OF AGREEMENT**

- 4.01 Each Party hereby warrants that:
  - a) It is bound by all of the terms of this Agreement, the AQTIS 514 IATSE Camera and Studio Mechanics agreements, and any Letter of Variance, and
  - b) The validity thereof is not dependent upon the consent or approval of any other person, corporation or entity.

#### **ARTICLE 5 - LANGUAGE OF AGREEMENT**

The parties have agreed that this Adherence Agreement be drafted in the English language. Les parties sont d'accord à l'effet que cette entente d'adhésion soit rédigée dans la langue anglaise.

**IN WITNESS** of the agreement contained herein a duly authorized representative of each Party has hereunder executed this document in the presence of the named witness.

#### AQTIS Local 514 IATSE Québec Collective Agreement (Camera) Production Company "TITLE"

DATED in \_\_\_\_\_(city), Quebec, this day of \_\_\_\_\_, \_\_\_\_,

Production Company

Address

City

Province

Print name of the Production Representative

Signature of the Production Representative

#### **AQTIS 514 IATSE**

1001, boul. de Maisonneuve Est, #900, Montréal, Québec, H2L 4P9

Print name of the AQTIS 514 IATSE Representative

Signature of the AQTIS 514 IATSE Representative



#### <mark>XX, XX 2023</mark>

#### Stabilized Remote Heads

Under the IATSE Local 514 Camera Agreement, the setup and operation of Stabilized Remote heads is the work of Camera members in the Stabilized Remote Head category. Camera IATSE locals have long held this jurisdiction and will continue to do so in the future.

Ronin and MoVI prosumer products are similarly defined as gyro Stabilized Remote Heads. With the widespread and increasing use of these heads on productions, AQTIS 514 IATSE has created a variance to aid productions in the continued use of these stabilized heads. This variance will ensure our camera members are fairly compensated for the additional responsibilities associated with these heads without automatically requiring production to hire a Stabilized Remote Head Technician.

Gyro Stabilized Remote Heads will incur a "Tech Rate" of \$200 per day (flat rate), which will be paid in addition to the member's hourly wage, and be paid directly to the 514 camera department member agreeing to supervise the gyro Stabilized Remote Head. In the case of multiple heads in use on a given production, the aforementioned condition will apply to each head. The crew member(s) allocated to these head(s) shall be responsible for the good operating order of the equipment and report any deficiencies immediately to production and to the supplier/owner of the head. Tech Rates may not be allocated to Trainees.

In the event that no camera department member elects to supervise the gyro Stabilized Remote Head—as it may hinder their ability to perform their camera department position efficiently—or if a production utilizes more heads than there are available assistants, a dedicated Stabilized Remote Head Technician to oversee these gyro Stabilized Remote Heads will be required, as per our Collective Agreement.

Please call the AQTIS 514 IATSE office if you have any questions.

Isabelle Lecompte Vice-President Camera

#### CONTRAT D'ENGAGEMENT



EMPLOYMENT CONTRACT

## **Entente CAMERA Agreement**

PRODUCTION	
Compagnie de production Production company	
Titre de la production Production title	
Adresse Address	
Téléphone Phone	Courriel Email
TECHNICIEN-NE Technician	
Nom du ou de la technicien-ne	Prénom / First Name
AdresseAddress	
Téléphone Phone	Courriel Email
N.A.S. S.I.N.	*TPS/TVQ # *GST/QST#
Contact d'urgence Emergency contact	Téléphone Phone
MODALITÉS Terms	
Membre AQ514IATSE #ou Autorisé     AQ514IATSE member# or Authorized	Image: Membre IATSE Local#ou Image: Autre latse Member local orOther
Fonction	Désignation Designation CSC/SOC/CCE/etc
Contrat hebdomadaire ou Weekly contract or Daily contract	Date de début       Jours garantis         Start Date       Guaranteed days
Tarif horaire de base	re ou Differit
Équipement	Autres conditions Other conditions

\*En indiquant les numéros de taxes de ma compagnie, je certifie que je suis responsable de verser les taxes provinciales et fédérales ainsi que tout autre paiement similaire requis par les instances gouvernementales. De plus, je reconnais que je dois contracter une assurance en cas d'accident de travail. By indicating the tax numbers of my company, l certify that l am responsible for payment of all Provincial and Federal income taxes and any other similar payments required by government authorities. In addition, l acknowledge that l must take out insurance in the event of a work accident.

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

EN FOI DE QUOI LES PARTIES ONT SIGNÉ EN DATE DU
IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED ON

Représentant-e de	ub uo el	productour-trice /	Producar's	Representative
Trepresentant-e de	ia ou uu	producteur-trice /	1 10000001 3	reprensentative

Date	

Technicien-ne / Technician

Nom /	Name
-------	------

Titre / Title

Nom / Name

Raison sociale / Company name (si applicable / if applicable)



#### DEMANDE D'AUTORISATION DE TRAVAIL

WORK PERMIT APPLICATION

# **Entente CAMERA Agreement**

PRODUCTION		
Compagnie de production Production company		
Titre de la production Production title		
Téléphone Phone	_ Courriel Email	
TECHNICIEN-NE Technician		
Nom du ou de la technicien-ne Name of the technician Nom / Last Name	Prénom / First Nam	e
Adresse Address		
Téléphone Phone	_ Courriel	
N.A.S	Membre IATSE * O/Y	N/N □
Un curriculum vitae doit accompagner toute demande A resume must be attached to this document	* Si vous êtes membre IATSE, complétez le formu If you are an IATSE member, complete the next fo	
DÉTAILS SUR L'EMBAUCHE Hiring Information		
Fonction		
Position Département		
Department		
Date d'embauche       Hiring date       Du / from	Au / to	
Raison de l'embauche		
Reason for hiring Membres non retenus et raison		
Members not considered and reason		
NUMÉRO DE L'OFFRE SET SET Posting Number		
Chef de département / Head of Department	Signature	Date
Directeur-trice de production / Production Manager	Signature	Date



## DEMANDE DE RENSEIGNEMENT Membre d'une autre section locale canadienne IATSE

APPLICATION FORM CANADIAN IATSE SISTER LOCAL

## **CAMERA**

INFORMATION IATSE			
Section locale d'origine / Home local	l'origine / Home local     Date d'adhésion IATSE / IATSE initiation date		
Numéro de membre / Member number	_		
Département / Department	Fonction / position		
Inscrit-e au régime de retraite canadien de l'industrie d Registered to the Canadian Entertainment Industry Retirement Plan CEIR		0/Y 🗆	N/N 🗆
Souhaitez-vous le transfert de vos sommes d'assurant Do you wish to transfer your H&W remittances to your home local?	ce à votre local d'origine ?	0/Y 🗆	N/N □
<ul> <li>À cette demande, vous devez joindre : Please attach the following information to your reques</li> <li>Une copie de votre carte de membre IATSE (recto v A copy of you IATSE membership card (front and back)</li> </ul>			
- Une preuve que vous êtes en règle avec la section A letter of good standing from your home local	locale d'origine		
- Une version à jour de votre curriculum vitae A current copy of your resume			
Signature du membre IATSE / IATSE Member Signature		Date	

Je reconnais que si ma candidature est acceptée en tant que membre d'une autre section locale canadienne auprès de l'AQTIS 514 IATSE et que j'ai l'autorisation de travailler sur la production indiquée sur le formulaire précédent, je serai représenté-e syndicalement par l'AQTIS 514 IATSE. Je m'engage donc à respecter les statuts et règlements ainsi que l'entente collective de l'AQTIS 514 IATSE qui régissent cette production.

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