

# Collective Agreement Television

between



Alliance québécoise des techniciens de l'image et du son

and



Association québécoise de la production médiatique

From October 5, 2015 to September 30, 2018

(English translation – French version of the agreement is the official version)

## Table of content

<b>Chapter 1</b>	<b>Scope of Application</b>	<b>12</b>
1.1	Purpose	12
1.2	Scope of Application	12
1.3	Producers Bound	12
1.4	Employees Not Covered	12
1.5	Trainees and Apprentices Not Covered	12
1.6	Foreign Resident	13
1.7	Quebec Resident	13
1.8	Application to Live Performance Recordings	13
<b>Chapter 2</b>	<b>Definitions</b>	<b>14</b>
2.1	Allowance	14
2.2	AQPM	14
2.3	AQTIS	14
2.4	Wrap Call	14
2.5	Budget	14
2.6	Live Performance Recording	14
2.7	Contract of Engagement	15
2.8	Crew Call	15
2.9	Co-Production	15
2.10	On-Set Start	15
2.11	Crew Steward	15
2.12	Documentary	15
2.13	Drama Production	16
2.14	Sports Broadcast	16
2.15	Employee	16
2.16	Shooting (or Filming)	16
2.17	AQTIS Crew	16
2.18	AQTIS On-Set Crew	16
2.19	Service Sheet	16
2.20	Time Sheet	16
2.21	Production Worksheet	17
2.22	Force Majeure	17
2.23	Flat Rate	17
2.24	Applicable Daily Flat Rate (ADR)	17
2.25	Basic Daily Flat Rate (BDR)	17
2.26	Remittance Form	17

2.27	Indemnity.....	17
2.28	Guaranteed Workday .....	17
2.29	Magazine.....	17
2.30	Service Company .....	18
2.31	AQTIS Member.....	18
2.32	Shuttle Service .....	18
2.33	Permittee .....	18
2.34	Penalty .....	18
2.35	Complementary Shot .....	18
2.36	Set .....	18
2.37	Premium .....	18
2.38	Producer .....	19
2.39	Production .....	19
2.40	Total Remuneration .....	19
2.41	AQTIS Representative .....	19
2.42	Series.....	19
2.43	Trainee (or Apprentice) .....	19
2.44	Studio.....	19
2.45	Applicable Hourly Rate (AHR) .....	20
2.46	Basic Hourly Rate (BHR) .....	20
2.47	Minimum hourly rate (MHR) .....	20
2.48	Technician .....	20
2.49	Reality show.....	20
2.50	Work Travel Time.....	20
2.51	Commuting Travel Time.....	20
2.52	Variety Program.....	20
<b>Chapter 3 Recognition, System of Engagement of Technicians and Related Provisions .....</b>		<b>21</b>
<b>Recognition .....</b>		<b>21</b>
3.1	Recognition of AQTIS .....	21
3.2	Recognition of the AQPM .....	21
<b>System of Engagement of Technicians .....</b>		<b>21</b>
3.3	Compulsory Use of the SET .....	21
3.4	Purpose of the SET .....	21
3.5	Retaining the Services of a Technician not an AQTIS Member .....	21
3.6	Obligation of the Producer .....	22
<b>Positions and Tasks Entrusted to Technicians .....</b>		<b>22</b>
3.7	Absence of Minimum Employment .....	22

3.8	Use of Persons who are not Technicians .....	22
3.9	Determination of Positions .....	23
3.10	Combining Tasks and Positions .....	23
3.11	Combining the Positions of Make-Up Artist and Hairstylist .....	23
3.12	New positions .....	24
<b>Chapter 4</b>	<b>Management Rights .....</b>	<b>25</b>
4.1	Exclusive Right to Manage the Production .....	25
4.2	Tax Status .....	25
4.3	Liability of Directors .....	25
<b>Chapter 5</b>	<b>Rights of Association .....</b>	<b>26</b>
	<b>Harassment, Discrimination and Reprisals .....</b>	<b>26</b>
5.1	Non-Discrimination .....	26
5.2	Harassment-Free Environment .....	26
5.3	Prohibited Harassment .....	26
5.4	Definition of Harassment .....	26
5.5	Procedure Applicable in Case of Harassment .....	26
5.6	Harassment Grievance .....	27
5.7	Absence of Reprisals .....	27
	<b>Withholding and Remittance System .....</b>	<b>27</b>
5.8	Proportional Union Dues .....	27
5.9	Dues Established by AQTIS .....	27
5.10	Technician's Contributions to the AQTIS Plans .....	27
5.11	Producer's Contribution to the AQTIS Plans .....	28
5.12	Non-Liability of the Producer for AQTIS Plans .....	28
5.13	Compulsory Consent to Withholdings .....	28
5.14	Remittances Calculated in Good Faith .....	28
5.15	Procedure if Withholdings Not Made .....	28
5.16	Payment of Remittances to AQTIS .....	29
5.17	Penalty for Non-Payment of Instalments .....	29
	<b>Crew Steward and AQTIS Representative .....</b>	<b>29</b>
5.18	Crew Steward .....	29
5.19	No Derogation by the Steward .....	29
5.20	Meeting with the Steward .....	29
5.21	Meeting with the Producer .....	30
5.22	Meeting with Technicians .....	30
	<b>Other Provisions .....</b>	<b>30</b>
5.23	AQTIS Meetings .....	30

5.24	Information on New Productions .....	30
5.25	Information on the AQTIS Apprenticeship Programs .....	30
<b>Chapter 6</b>	<b>Contract of Engagement.....</b>	<b>31</b>
	<b>Conclusion and Transmission of the Contract .....</b>	<b>31</b>
6.1	Signing of the Contract of Engagement and Pre-Contract.....	31
6.2	Copies of the Contract .....	31
6.3	Amendment of the Contract.....	31
6.4	Sending of the Copies .....	32
6.5	Delay in the Sending of Copies .....	32
6.6	Cancelled or Unused Contracts.....	32
6.7	Minimum Conditions of Engagement and Derogations .....	32
6.8	Information Concerning the Guarantor and the Budget .....	32
6.9	Call Sheets.....	33
	<b>Termination.....</b>	<b>33</b>
6.10	Termination by Mutual Consent .....	33
6.11	Termination on Grounds of Force Majeure .....	33
6.12	Termination Prior to the Beginning of Performance .....	33
6.13	Termination for Serious Reasons .....	33
6.14	Termination after the Start of Performance .....	34
	<b>Cancellation, Non-Performance, Deferral and Other Contingencies .....</b>	<b>34</b>
6.15	Cancellation of Guaranteed Workdays by Mutual Consent or by Reason of Force Majeure .....	34
6.16	Cancellation of Guaranteed Workdays for Other Reasons .....	34
6.17	Non-Performance by Reason of Disability .....	35
6.18	Non-Performance for Other Reasons .....	35
6.19	Non-Performance for a Serious Reason.....	35
6.20	Lateness and/or Precipitate Departure .....	36
6.21	Deferral .....	36
6.22	Determination of the Date of Deferral .....	36
6.23	Notice of the Date of Deferral .....	36
6.24	Deferral and Non-Availability .....	36
6.25	Replacement .....	36
<b>Chapter 7</b>	<b>Safety and Insurance.....</b>	<b>37</b>
	<b>Health and Safety .....</b>	<b>37</b>
7.1	Registration of the Producer.....	37
7.2	Registration of Technicians.....	37
7.3	Liability of Producer .....	37
7.4	Commitment of the Producer and of the Technician .....	37

7.5	Safety Rules for the Quebec Film and Video Industry .....	37
7.6	Compliance with the Producer's Instructions .....	37
7.7	First-Aid premium .....	38
<b>Insurance.....</b>		<b>38</b>
7.8	Producer's Insurance .....	38
7.9	Foreign Travel Insurance.....	38
7.10	Technician's Insurance.....	38
<b>Chapter 8 Professional Clauses .....</b>		<b>39</b>
<b>Mention in the Screen Credits .....</b>		<b>39</b>
8.1	Mention of the Technician in the Screen Credits .....	39
8.2	Withdrawal of the Mention .....	39
8.3	Mention of the AQTIS in the Screen Credits .....	39
<b>Equipment and Material.....</b>		<b>39</b>
8.4	Equipment Entrusted to the Technician .....	39
8.5	Checking of the Equipment.....	39
8.6	Defective Equipment or Material .....	39
8.7	Rental of Equipment or Material from a Third Party .....	40
8.8	Personal Money .....	40
8.9	Conflict of Interest .....	40
8.10	Necessary Equipment and Material.....	40
8.11	Special Terms and Conditions governing necessary Make-up and Hair Styling Materials .....	40
8.12	Special Terms and Conditions governing certain technological tools .....	41
<b>Miscellaneous Terms and Conditions .....</b>		<b>41</b>
8.13	Personal Recordings Prohibited.....	41
8.14	Craft Person .....	41
8.15	Editor .....	41
8.16	Script Supervisor .....	42
<b>Chapter 9 Settlement Procedure .....</b>		<b>43</b>
9.1	Intention of the Parties.....	43
<b>Professional Relations Committee.....</b>		<b>43</b>
9.2	Professional Relations Committee.....	43
9.3	Duties of the Committee .....	43
9.4	Meetings of the Committee.....	43
9.5	Suspension of Deadlines during the Committee's Work .....	43
<b>Arbitration.....</b>		<b>44</b>
9.6	Sole Arbitrator .....	44
9.7	Parties to the Grievance .....	44

9.8	Intervention of the Associations .....	44
9.9	Filing of the Grievance .....	44
9.10	Written and Detailed Grievance .....	45
9.11	Response to the Grievance .....	45
9.12	Notice of Arbitration and Selection of the Arbitrator .....	45
9.13	Settlement Discussions .....	45
9.14	Hearing by the Arbitrator .....	46
9.15	Powers of the Arbitrator .....	46
9.16	Cooperation in Arbitration.....	46
9.17	Arbitrator Bound by the Collective Agreement .....	46
9.18	Decisions Based on the Evidence.....	46
9.19	Deadline for Rendering the Decision .....	47
9.20	Decision Final and Executory .....	47
9.21	Sharing of Fees.....	47
9.22	Mandatory Deadlines .....	47
9.23	Calculating Deadlines.....	47
9.24	Effect of Non-Judicial Days on the Deadlines .....	47
9.25	Settlement or Withdrawal of the Grievance.....	47
9.26	Transaction in a Grievance .....	48
<b>Chapitre 10</b>	<b>Mode of remuneration and Scheduling.....</b>	<b>49</b>
	<b>General Rules .....</b>	<b>49</b>
10.1	Selection of a Mode of Remuneration.....	49
10.2	Accounting to the Quarter Hour.....	49
10.3	Maximum Rate.....	49
	<b>Remuneration on an Hourly Basis.....</b>	<b>49</b>
10.4	Remuneration on an Hourly Basis .....	49
10.5	Weekly Premium.....	50
10.6	Multiple MGH 5 .....	50
10.7	Off-Set Hours .....	50
	<b>Remuneration at a Daily Flat Rate .....</b>	<b>51</b>
10.8	Remuneration at a Daily Flat Rate .....	51
10.9	Daily Flat Rate – Drama Production With a High Budget.....	51
10.10	Flat Rate Including Premiums and Penalties.....	51
	<b>Flat Rate for Off-Set Services .....</b>	<b>52</b>
10.11	Remuneration at a Flat Rate for Off-Set Services .....	52
10.12	Sporadic Presence on the Set .....	52
	<b>Weekly Rest.....</b>	<b>52</b>

10.13	Definition of “Full Time” .....	52
10.14	Weekly Rest .....	52
10.15	Rest Periods in Full-Time Productions .....	52
10.16	Definition of “Day of Leave” .....	53
10.17	Penalty for Services Performed During a Rest Period.....	53
10.18	7 <sup>th</sup> Day Penalty .....	53
10.19	Penalty for Technicians Remunerated at a Daily Flat Rate .....	53
10.20	Day Devoted Exclusively to Commuting Travel Time.....	53
10.21	Schedule During Festivals .....	53
<b>10.21</b>	<b>Daily Rest .....</b>	<b>54</b>
10.22	Daily Rest .....	54
10.23	Penalty for Services Performed During a Daily Rest Period.....	54
<b>10.23</b>	<b>General Rules Concerning the Scheduling of Meals .....</b>	<b>54</b>
10.24	Meal Periods Established on the Basis of the On-Set Start .....	54
10.25	Premium for Early Crew Calls and Substantial Snacks .....	55
10.26	Lunch as the First Meal Period.....	55
10.27	Restriction of the Use of the 6-6 Schedule for Certain Drama Productions .....	55
10.28	5-5 Schedule and MGH 5 .....	55
10.29	Exception for Technicians Remunerated at a Flat Rate .....	55
10.30	5-5 Schedule and MGH 5 .....	56
10.31	Standard Quality Meals .....	56
10.32	Duration of the Meal Period .....	56
10.33	Total Duration of Meals in a Day .....	56
10.34	Grace Period for Completing a Shot .....	56
10.35	Grace Period for Purposes of Wrap .....	56
10.36	Prior Authorization .....	57
<b>10.36</b>	<b>5-5 Schedule .....</b>	<b>57</b>
10.37	Initial Meal Period – 5-5 Schedule .....	57
10.38	Second Meal – 5-5 Schedule .....	57
10.39	Meals of Less than One Hour – 5-5 Schedule .....	57
10.40	Penalty – 5-5 Schedule.....	57
10.41	Dining Facility.....	57
<b>10.41</b>	<b>6-6 Schedule .....</b>	<b>58</b>
10.42	Initial Meal Period – 6-6 Schedule .....	58
10.43	Second Meal – 6-6 Schedule .....	58
10.44	Meal Periods of Less than One Hour – 6-6 Schedule .....	58
10.45	Penalty – 6-6 Schedule.....	58



10.46	Meals at the Expense of the Producer – 6-6 Schedule .....	58
10.47	Use of a Continuous Set.....	58
10.48	Penalties payable on a Continuous Set.....	59
<b>Other Provisions .....</b>		<b>59</b>
10.49	Night Premium.....	59
10.50	Time Sheet .....	59
<b>Chapter 11 Holidays .....</b>		<b>60</b>
11.1	Holidays .....	60
11.2	Holidays Abroad.....	60
11.3	Increment for Services Performed.....	60
11.4	Indemnity Payable for a Holiday.....	60
11.5	Holiday Mondays or Fridays .....	61
11.6	Celebrations on a Holiday.....	61
11.7	Shooting extending over Two Days .....	61
<b>Chapter 12 Travel Time.....</b>		<b>62</b>
<b>Commuting Travel Time.....</b>		<b>62</b>
12.1	Calculation of Distances.....	62
12.2	Zones.....	62
12.3	Services Near the Place of Accommodation .....	62
12.4	Services Near the Technician’s Residence .....	62
12.5	Commuting Travel Time Where Accommodation Provided .....	62
12.6	Commuting Travel Time between Two (2) Places of Accommodation .....	62
12.7	Commuting Travel Remunerated at the MHR and the Calculation of the Duration .....	63
12.8	Commuting Travel Time and Services.....	63
12.9	Shuttle Services.....	63
<b>Work Travel Time .....</b>		<b>63</b>
12.10	Work Travel Time.....	63
12.11	Driving Limits .....	64
12.12	Work Travel Time Remunerated at the AHR .....	64
12.13	Costs Assumed by the Producer .....	64
12.14	Use of Personal Vehicles.....	64
12.15	Transportation of Equipment or Material .....	65
12.16	Driver’s License .....	65
<b>Chapter 13 Of-Town Expenses – Per Diem .....</b>		<b>66</b>
13.1	Services in the zones.....	66
<b>Meal Allowances .....</b>		<b>66</b>
13.2	Allowance Where No Meal Provided.....	66

13.3	Services Abroad .....	66
13.4	Meals Eaten Abroad or While Travelling .....	66
13.5	Lengthy Stays Outside the Zones .....	67
	<b>Accommodations.....</b>	<b>67</b>
13.6	CAA Standards .....	67
13.7	Accommodations Where Services are Performed for More than 15 Hours.....	67
13.8	Payment of Indemnity on a Weekly Basis.....	67
	<b>Chapter 14 Remuneration.....</b>	<b>68</b>
14.1	Remuneration determined at the Conclusion of the Contract .....	68
14.2	Applicable Minimum Remuneration.....	68
14.3	Pay Sheet .....	68
	<b>Chapter 15 Security Deposit .....</b>	<b>70</b>
15.1	Security Deposit for Permittees and Trainees .....	70
15.2	Security Deposit in Case of Prior Default .....	70
15.3	Form of the Security Deposit .....	70
15.4	Information Relating to Permittees of the AQPM .....	70
15.5	Services before Receipt of the Security Deposit .....	70
15.6	End of the Security Deposit .....	70
15.7	Withholding in the Case of a Dispute .....	71
	<b>Chapter 16 Notices .....</b>	<b>72</b>
	<b>Chapter 17 Collective Agreement.....</b>	<b>73</b>
17.1	Term of the Agreement .....	73
17.2	Transitional Period.....	73
17.3	Notice of Bargaining .....	73
17.4	Continued Effects of the Agreement .....	73
17.5	Appendices and Letters of Intent .....	73
17.6	Severability .....	73
	<b>Appendix A.....</b>	<b>74</b>
	<b>Appendix B.....</b>	<b>75</b>
	<b>Appendix C.....</b>	<b>79</b>
	<b>Appendix D.....</b>	<b>81</b>
	<b>Appendix E .....</b>	<b>83</b>
	<b>Appendix F .....</b>	<b>84</b>
	<b>Appendix G.....</b>	<b>85</b>
	<b>Appendix H.....</b>	<b>86</b>
	<b>Appendix I .....</b>	<b>87</b>
	<b>Appendix J.....</b>	<b>90</b>

**Appendix K ..... 91**  
**Appendix L..... 96**  
**Letter of Agreement concerning the Act respecting Labour Standards ..... 101**  
**Letter of Agreement concerning Production Coordinators ..... 102**  
**Letter of Agreement concerning the Impact of a Potential Restructuring of the AQTIS Retirement Plan ..... 104**

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## **Chapter 1 Scope of Application**

### **1.1 Purpose**

The purposes of this group agreement (hereinafter referred to as this “group agreement” or as this “collective agreement”) are to determine the minimum conditions for the hiring of the technicians to which it applies, to promote the maintenance of good relations between the parties and to implement a grievance arbitration procedure.

### **1.2 Scope of Application**

This group agreement shall apply to technicians whose services are retained by a producer for the purposes of a production, even if the technician is providing his services through a legal person.

Notwithstanding the foregoing, this group agreement shall not apply to sports broadcasts.

### **1.3 Producers Bound**

This group agreement shall bind members of the AQPM, whether they are regular members, permittees or trainees.

It shall also bind non-members of the AQPM which adhere to this group agreement for the purposes of a given production in accordance with the procedure described in Appendix A.

### **1.4 Employees Not Covered**

This group agreement shall not apply to employees of the producer.

### **1.5 Trainees and Apprentices Not Covered**

This group agreement shall not apply to trainees and only Chapters 1 to 9 and 15 to 17 shall apply to apprentices whose services are retained under an apprenticeship program established by AQTIS. Said apprentices shall moreover be paid at the rate of at least eleven dollars (\$11) an hour. In addition, no trainee and no apprentice shall take the place of a technician belonging to the AQTIS crew.

In view of the foregoing, AQTIS may file a grievance for any technician who, in its opinion, is not a trainee or an apprentice and, in such a case, the producer shall assume the burden of proving the status of the person concerned. AQTIS may also file a grievance if it believes that a trainee or an apprentice has taken the place of a technician belonging to the AQTIS crew and, in such a case, AQTIS shall assume the burden of proving the validity of its allegations.

## **1.6 Foreign Resident**

When it is not explicitly governed by Quebec laws, the contract of engagement of a technician not residing in Quebec shall not be subject to the provisions of this group agreement, even if the technician is called upon to render all or part of his services on the territory of the Province.

## **1.7 Quebec Resident**

When it is governed by Quebec laws, the contract of engagement of a technician residing in Quebec shall remain subject to the provisions of this group agreement, even if the technician is called upon to render all or a part of his services outside the province.

## **1.8 Application to Live Performance Recordings**

In the case of a live performance recording, only the technicians necessary for the production shall be subject to this group agreement and hence all the technicians whose services are retained for the purposes of the performance itself shall not be subject thereto.

However, during the camera rehearsal and the shooting, the technicians occupying the following positions shall become subject to the group agreement:

- The make-up artist
- The hairstylist
- The followspot and motorized projector operator
- The lighting designer, if he has adapted his lighting plan for the shooting or if he acts as director of photography on the day of the shooting
- The set manager, if he manages the mobile control unit
- The grip, if he renders services related to the shooting of a production
- The chief lighting technician
- The lighting technician

The parties acknowledge that, in all cases, the switcher (PA image) is not occupying a position covered by the group agreement.

Notwithstanding the foregoing and subject to the provisions concerning service companies, technicians provided by the lessor of the theater in which the performance is captured shall not be subject to the group agreement.

## **Chapter 2      Definitions**

The parties hereby agree that, for the purposes of this collective agreement, the masculine gender shall include the feminine gender, solely to streamline the form of the agreement.

The parties hereby also agree that the titles and subtitles used in this collective agreement are of a purely indicative nature.

The parties finally agree that, for the purposes of this collective agreement, the following terms shall have the following meanings:

### **2.1      Allowance**

A sum paid to the technician to compensate for an expense or for costs.

### **2.2      AQPM**

*Association québécoise de la production médiatique* [Quebec Association of Media Production].

### **2.3      AQTIS**

*Alliance québécoise des techniciens de l'image et du son* [Quebec Alliance of Image and Sound Technicians]

### **2.4      Wrap Call**

The hour at which the end of the day's shooting is announced.

### **2.5      Budget**

The total cost of the production established according to the budget in force on the first day of shooting and accepted, where applicable, by the guarantor or by the financial partners of the producer.

If the production is a series, the budget is established per episode and, if the production or the episodes are not one (1) hour in duration, the budget is calculated pro rata on a one (1) hour basis.

### **2.6      Live Performance Recording**

A production essentially consisting of the filming of a staged artistic performance and necessitating the participation of one or more artists (i.e. a musician, a singer, an actor, a comedian, etc.), excluding productions of any performance staged before a non-paying public or which would not have occurred had it not been for their filming for television broadcast.

## **2.7 Contract of Engagement**

A written agreement concluded between a producer and a technician, whereby the producer retains the services of a technician for the purposes of a specific production.

## **2.8 Crew Call**

The hour determined by the producer (or by a technician at the express request of the producer), at which the technician is required to begin performing services.

Where the context so indicates, this term may also designate the place designated by the producer (or by a technician, at the express request of the producer), where the technician is required to begin rendering his services.

## **2.9 Co-Production**

A production made in collaboration with a foreign producer, under an international agreement or accord signed pursuant to the *Act Respecting the Société de développement des entreprises culturelles*, CQLR c. S-10.002.

## **2.10 On-Set Start**

The hour, determined by the producer, which may not be later than the beginning of the shooting, used as a reference point to establish the technicians' meal periods.

## **2.11 Crew Steward**

A technician acting as the spokesperson for the AQTIS crew for the purposes of a given production.

## **2.12 Documentary**

A production which presents a reality in a non-fictitious manner, in order to inform or to analyze critically a specific subject or the viewpoint of an author, or to deal in depth with any given subject. Techniques relating to other genres, notably dramas, variety shows, animation, etc. may be used in a documentary to communicate or illustrate the information to be provided.

Only in respect of the present collective agreement, are not considered documentaries, shows presenting information primarily for purposes of entertainment, such as shows described in the Ineligible Programming section of Appendix A of the development program guidelines of the Canadian Media Fund (2014-2015 edition).

### **2.13 Drama Production**

Entertainment production of a fictional nature, entirely composed of one or many dramatic actions interpreted by one or many actors, puppets or animation characters and placed in a situation according to a technique related to staging or to directing of actors, including but not limited to: series, mini-series, made-for-television movies, theatrical feature films, situation comedies, sketch comedies and telenovels.

### **2.14 Sports Broadcast**

A production whose principal purpose is the recording and/or retransmission of one or more sporting events, whether they are presented live or pre-recorded, with or without editing, and whether or not accompanied by comments or animation.

### **2.15 Employee**

A salaried person whose services are not retained for the purposes of any particular project or production, but rather under a contract of employment for an indeterminate term, or under a contract of employment concerning an indeterminate group of projects or productions.

### **2.16 Shooting (or Filming)**

The action of recording an audiovisual work, which operation may be distinguished from other steps necessary to the production (such as pre-production or post-production).

### **2.17 AQTIS Crew**

The group of technicians engaged by the producer for the purposes of a given production.

### **2.18 AQTIS On-Set Crew**

The group of technicians engaged by the producer, whose duties require them to be present on the set.

### **2.19 Service Sheet**

A daily document indicating the calls, summarizing the work plan and listing pertinent details for the day concerned.

### **2.20 Time Sheet**

A document on which the technician indicates, for each week or part of a week, the hours when he has actually performed services for the producer.



### **2.21 Production Worksheet**

A document which the producer uses to inform AQTIS of a forthcoming production.

### **2.22 Force Majeure**

An unforeseeable and irresistible event, outside the control of any person, which renders impossible the performance of the obligations of either of the parties. For the purposes of applying this group agreement, the bankruptcy or the withdrawal of a major investor or of the distributor which renders the continuation of the production impossible shall be assimilated to *force majeure*.

### **2.23 Flat Rate**

Remuneration established on a daily basis or, as the case may be, for all services to be performed off-set.

### **2.24 Applicable Daily Flat Rate (ADR)**

A daily flat rate which takes into account penalties and primes applied in accordance with the present collective agreement and which may never exceed three (3) times the BDR.

### **2.25 Basic Daily Flat Rate (BDR)**

The daily flat rate provided for in the contract of engagement.

### **2.26 Remittance Form**

The document attached to the sums paid to AQTIS by the producer (in his own name or for the technicians) and which provides, on an individual basis, details of the sums paid.

### **2.27 Indemnity**

Remuneration paid as a fringe benefit or, depending upon the context, pursuant to an amendment to the contract.

### **2.28 Guaranteed Workday**

A day for which the producer has contracted for a technician's services in advance, and for which the producer agrees to pay him, whether or not any performance of services is actually required.

### **2.29 Magazine**

Production comprising several distinct parts united under a general title, dealing with one or several topics and led by one or several hosts or chroniclers.

### **2.30 Service Company**

An enterprise specializing in the leasing of equipment, technical personnel or the supply of materials and which is not responsible for the production as a whole.

### **2.31 AQTIS Member**

A technician, who in accordance with the laws and regulations governing AQTIS, is a member of AQTIS.

### **2.32 Shuttle Service**

Transportation services made available to the technicians by the producer to enable them to travel to and from the place of crew call.

### **2.33 Permittee**

A technician who is not an AQTIS member but whose services are retained by a producer, in accordance with the provisions of this collective agreement.

### **2.34 Penalty**

A sum paid because the timeframes determined by this collective agreement have been exceeded or, depending upon the context, because of a delay in performing an obligation provided for in this collective agreement.

### **2.35 Complementary Shot**

An addition to, or a retake of, a sequence already shot on film, recorded with a crew of no more than ten (10) technicians.

### **2.36 Set**

Place where a production is shot, in whole or in part.

*Where the context so indicates, this term may also designate the sets used to create the visual environment for a scene.*

### **2.37 Premium**

Additional remuneration paid to the technician because of a specific situation.

### **2.38 Producer**

A natural person or a legal person who or which retains the services of technicians for the purposes of producing a production.

### **2.39 Production**

A cinematographic or televised production within the meaning of Appendix I of the *Act respecting the professional status and conditions of engagement of performing, recording and film artists*, CQLR c. S-32.1, principally and originally intended for broadcast on a linear programming service holding a licence from the CRTC and for the purposes of which the services of at least one technician are retained.

This term shall also designate all of the pre-production, shooting and post-production stages necessary to the creation of any such work.

### **2.40 Total Remuneration**

The entirety of the sums due to a technician under a contract of engagement, excluding allowances.

### **2.41 AQTIS Representative**

A person not working as a technician on a given production, who is duly mandated by AQTIS and empowered to act in its name.

### **2.42 Series**

Production that comprises two episodes or more and that has the following characteristics in common:

- The same technical and creative framework;
- An environment or universe common to all the episodes ;
- An exploitation and financing as a global and distinct work.

### **2.43 Trainee (or Apprentice)**

A person, whether paid or not, whose participation in the production is accepted by the producer and a training technician and who renders his services as part of a training period provided by a recognized educational institution, as part of an apprenticeship program established by AQTIS, or, otherwise, with the written agreement of AQTIS.

### **2.44 Studio**

Premises or space designed for the purposes of film shooting containing sets or elements serving as visual or special effects that can be reconstituted in another place.

#### **2.45 Applicable Hourly Rate (AHR)**

The actual hourly rate, including penalties and premiums applied under this collective agreement and which may never exceed three (3) times the BHR.

#### **2.46 Basic Hourly Rate (BHR)**

The hourly rate provided for in the contract of engagement.

#### **2.47 Minimum hourly rate (MHR)**

Minimum hourly rate applicable to a position in accordance with the present collective agreement.

#### **2.48 Technician**

An artist within the meaning of the *Act respecting the professional status and conditions of engagement of performing, recording and film artists*, CQLR c. S-32.1, occupying a position listed in Appendix B and whose services are retained by a producer for the purposes of a production.

#### **2.49 Reality show**

Production whose premise is to follow, generally in the manner of a serial ("feuilleton"), the daily life of unknown people or celebrities that were selected to take part in it. Techniques related to other types of productions, notably drama, documentaries, variety, animation, game shows, etc., may be used in a reality show.

#### **2.50 Work Travel Time**

Time during which the technician, at the request of the producer, drives a vehicle for the purposes of performing his services.

#### **2.51 Commuting Travel Time**

Time necessary for the technician to travel to or from his place of crew call.

#### **2.52 Variety Program**

Production which is comprised, at a minimum of two third (2/3) of its content, of vocal artistic performances, comedians, imitators, circus artists, mimes, magicians, dancers and musicians.

## Chapter 3 Recognition, System of Engagement of Technicians and Related Provisions

### Recognition

#### 3.1 Recognition of AQTIS

The AQPM and its members hereby recognize AQTIS as the sole bargaining agent and representative for all the artists covered by the recognitions granted to the AQTIS with respect to sectors 1 – Television and 3 – Video and other media, by the *Act to amend the Act respecting the professional status and conditions of engagement of performing, recording and film artists and other legislative provisions*, S.Q. 2009, c. 32, and/or by the *Commission des relations du travail* [Labour Relations Board].

The scope of the said sectors is respectively described in Appendix C and Appendix D.

#### 3.2 Recognition of the AQPM

AQTIS hereby recognizes the AQPM as the sole bargaining agent for its members for the purposes of concluding a group agreement within the meaning of the *Act respecting the professional status and conditions of engagement of performing, recording and film artists*, CQLR c. S-32.1.

### System of Engagement of Technicians

#### 3.3 Compulsory Use of the SET

Before retaining the services of a technician who is not a member of AQTIS, the producer must use the *Système d'engagement des techniciens ("SET")* [System for Engaging Technicians] administered by AQTIS and the AQPM, in accordance with the procedure established by AQTIS and the the AQPM, attached to this collective agreement as Appendix E.

#### 3.4 Purpose of the SET

The SET's principal purpose is to allow the members of AQTIS to be notified, on a priority basis, of the needs expressed by a producer for the purposes of a given production.

The SET also permits the technicians concerned to inform the producers of their interest in a given need and of their availability.

#### 3.5 Retaining the Services of a Technician not an AQTIS Member

If, after having consulted the SET, the producer decides to retain the services of a technician who is not an AQTIS member, he shall retain, out of the compensation paid to the said technician, an amount equal to 5.5% of the technician's total remuneration, as a permit fee payable to AQTIS. The technician is then considered as a permittee.

### 3.6 Obligation of the Producer

The producer must retain the documentation proving that he consulted the SET before retaining the services of any technician who is not an AQTIS member, and, where applicable, that he considered, in good faith, the offers of service that he received.

### Positions and Tasks Entrusted to Technicians

#### 3.7 Absence of Minimum Employment

The enumeration of the positions contemplated by this Collective Agreement shall not constitute any minimum employee level and shall not be so interpreted.

#### 3.8 Use of Persons who are not Technicians

Where the producer retains the services of one (1) technician for the purposes of a given production, he may not entrust any of the positions covered by this Collective Agreement to any person who is not a technician, unless he:

- (a) has recourse to the services of his employees or his representatives;
- (b) uses the services of a service company to carry out pre-production or post-production work;
- (c) uses the services of employees provided by the broadcaster or by a service company directly related to the broadcaster for which the production is intended;
- (d) uses the services of the technicians of a service company bound by a collective agreement concluded with AQTIS;
- (e) uses the services of a service company for the work performed on-set;
- (f) has recourse to the sponsorship services of a make-up artist or of a hairstylist. In such a case, the work must be performed at the sponsor's place of business.

In cases contemplated by paragraphs (b) and (c), the producer shall notify AQTIS in writing.

In cases contemplated by paragraphs **Erreur ! Source du renvoi introuvable.** and (e), the producer shall request the service company to provide the services of employees.

In the case contemplated in paragraph (e), the service company shall not provide the services of more than four (4) of its employees.

This article shall not limit the producer's ability to entrust to other persons whose services are retained for the purposes of the production concerned certain tasks ordinarily associated with a position covered by this collective agreement, for as long as such tasks are related to the services performed by the person in question, and provided that that latter person is not devoting the majority of his time thereto.

### **3.9 Determination of Positions**

The producer and the technician shall indicate in the contract of engagement the position (or, in cases provided for by Section 3.10, the positions) which will be occupied by the technician in the production for which his services are retained.

The position must be one of those covered by this collective agreement and correspond to the position involving a majority of the tasks and responsibilities which the technician must fulfill under his contract.

In order for a person to be considered as occupying a position as “assistant” to any other position (or, in the case of assistant-directors or assistant-cameramans, 2nd or 3rd assistant), the services of at least one technician occupying the said position (or, in the case of assistant-directors and assistant-cameramans, of the 1st assistant), must have been retained for the purposes of the production concerned.

### **3.10 Combining Tasks and Positions**

In his position, the technician may be called upon to perform tasks connected with his own.

The technician may also be entrusted, for the purposes of same production, with the majority of the tasks ordinarily associated with two (2) or more positions, but solely to the extent to which such arrangement is explicitly provided for in the contract of engagement.

If the positions concerned all belong to any of the following groupings:

- (a) positions included in the camera, scenery, lighting, machinist, control or sound departments;
- (b) positions included in the hairdressing, costume and make-up departments;
- (c) positions included in the continuity, production, control, filming locations and transportation departments;
- (d) positions included in the editing department,

the remuneration of the technician must be established by a rate applicable to the highest paid position and, if the services of the technician are retained in a fiction with a budget of \$456,000 or more, the said rate must be increased by 10%.

In other cases of combined positions, the producer and the technician must conclude at least one contract of engagement for each position or group of related positions.

### **3.11 Combining the Positions of Make-Up Artist and Hairstylist**

Notwithstanding Article 3.10, if a producer retains, for the purposes of a given production, the services of a single technician to fulfill all of the tasks ordinarily associated with the positions of make-up artist

and hairstylist, the BHR negotiated with the technician must exceed the MHR (i.e. the minimum hourly rate mentioned in the applicable appendix, as per Article 14.2) associated with the position of make-up artist by at least 25% or more.

### **3.12 New Positions**

In the event that the *Commission des relations du travail* considers that positions not provided for in Appendix B of this collective agreement are covered by the recognitions mentioned in Article 3.1, the said positions shall be deemed to be covered by this collective agreement and the latter shall apply prospectively only (i.e. solely for the services performed after the date hereinafter mentioned), to any contract of engagement signed more than thirty (30) days after the decision of the *Commission des relations du travail*, during a transitional period of six (6) months beginning on the date of the decision of the *Commission des relations du travail*.

The parties agree that they shall attempt, in good faith, to agree upon a MHR or a minimum daily flat rate for that positions or those positions and/or for any other arrangements necessary to permit the integration into such position or positions in the collective agreement. Failing an agreement between the parties, the rate or flat rate payable to a technician occupying any such position shall be established by mutual consent of the producer and the technician and only the following chapters of the collective agreement shall apply to the contract of engagement: Chapter 1, Chapter 2, Chapter 3, Chapter 4, Chapter 5, Chapter 6, Chapter 7, Chapter 8, Chapter 9, Chapter 15, Chapter 16 and Chapter 17.



## **Chapter 4 Management Rights**

### **4.1 Exclusive Right to Manage the Production**

Subject to the provisions of this collective agreement, AQTIS acknowledges that the producer has the exclusive right to manage and administer his business and, for that purpose, to perform all managerial functions associated with the conduct of his business.

The producer thus retains all management rights not specifically assigned or restricted by this collective agreement and, in particular, has the right to select the technicians working on his productions and to retain their services, to terminate their contracts of engagement in compliance with this Collective Agreement, to establish work calendars of production and amend them, to assign tasks, determine and decide production methods, select locations, businesses and suppliers with which he will do business and the equipment which he will use.

### **4.2 Tax Status**

In the performance of his management rights, the producer shall ensure compliance with applicable legislation, which provides, notably in tax matters, certain parameters permitting the parties to establish their respective status and the obligations relating thereto.

In such a context, in accordance with applicable legislation, the producer may not impose a tax status on a technician.

In addition, where the status of the technician, as determined according to applicable legislation, is that of an employee, the producer shall, in particular, ensure the payment, on every pay period, of an annual vacation indemnity, equal to 4% of the technician's total remuneration during the pay period in question.

### **4.3 Liability of Directors**

In the event that the producer is a legal person, this collective agreement shall not have the effect of relieving its directors from joint and several liability which they may eventually incur toward the technicians of the producer under Section 96 of the *Companies Act*, CQLR c. C-38, or Section 119 of the *Canada Business Corporations Act*, R.S.C. (1985), ch. C-44.

In any such case, the procedure provided for in Chapter 9 of this collective agreement shall not apply and the technician (or AQTIS acting in his name) shall retain all his recourses before the ordinary courts.

## **Chapter 5 Rights of Association**

### **Harassment, Discrimination and Reprisals**

#### **5.1 Non-Discrimination**

The producer and the technician shall have the right to the recognition and exercise, in full equality, of human rights and freedoms, without distinction, exclusion or preference based on race, colour, sex, pregnancy, sexual orientation, civil status, age, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap, subject to any distinction or preference based on the aptitudes or qualifications required for the work.

#### **5.2 Harassment-Free Environment**

The producer and the technician shall be entitled to work in an environment free from harassment and violence.

#### **5.3 Prohibited Harassment**

The producer and the technician shall not perform acts and/or adopt conducts constituting harassment in regard to the persons with whom they work and they shall take all necessary measures to prevent such conduct.

#### **5.4 Definition of Harassment**

For the purposes of this collective agreement, the term "harassment" shall include sexual harassment and other types of discriminatory psychological harassment, the latter term including any vexatious behaviour adversely affecting the psychological or physical integrity of a person and resulting in an environment harmful to that person.

#### **5.5 Procedure Applicable in Case of Harassment**

If a technician is victim of any conduct constituting harassment, he must notify the producer thereof without delay, and the producer must then take all necessary measures to put an end thereto.

In most cases, before implementing any measures to put an end to any impugned conduct, the producer shall investigate the matter with the persons concerned, who shall be obliged to participate in the said investigation in good faith.

Where applicable, at the conclusion of his investigation, the producer shall notify the persons concerned of the results of his action.

## **5.6 Harassment Grievance**

A technician who believes that the measures taken by his producer to put an end to the harassing behaviour of which the latter has been notified are insufficient or ineffective may file a grievance in accordance with the provisions of Chapter 9 of this collective agreement.

In such a case, notwithstanding Article 9.9 of the collective agreement, the grievance must be filed within ninety (90) days following the last manifestation of the harassing behaviour.

## **5.7 Absence of Reprisals**

The technician may not be the object of any reprisals by the producer because he occupies a unionized position or because of the exercise of any right provided for in this group agreement or in the *Act respecting the professional status and conditions of engagement of performing, recording and film artists*, CQLR c. S-32.1.

In the event of a grievance based upon the foregoing paragraph, if it is proven to the satisfaction of the arbitrator that the technician, concomitantly with the impugned measure, occupied a unionized position or exercised a right mentioned in the said paragraph, a rebuttable presumption shall arise in his favour that the measure was taken against him for that reason, and the producer shall have the burden of proving that he took the measure for another valid reason.

## **Withholding and Remittance System**

### **5.8 Proportional Union Dues**

The producer shall withhold the amount of the proportional union dues determined by the AQTIS from the technician's total remuneration for each pay period.

At the date of signing of this agreement, the amount of the proportional union dues shall be equivalent to three percent (3%) of the technician's total remuneration.

### **5.9 Dues Established by AQTIS**

AQTIS may modify the amount of the proportional union dues and the permit fee by notifying the AQPM in writing of the new amounts at least thirty (30) days before their coming into force.

The permit fee may not, in any case, exceed 7.5% of the total remuneration.

### **5.10 Technician's Contributions to the AQTIS Plans**

The producer shall collect for AQTIS, without charge, the technician's contributions to the group insurance plan established by AQTIS and the group RRSP of AQTIS.

The said contributions shall be respectively equal to 2.5% and 5% of the technician's total remuneration.

### **5.11 Producer's Contribution to the AQTIS Plans**

The producer shall pay to AQTIS the producer's contributions to the AQTIS group insurance plan and the AQTIS group RRSP.

The said contributions shall be equal to 3% and 5% respectively of the technician's total remuneration.

On October 1, 2017, the producer's contribution to the AQTIS group insurance plan shall be increased to 4%.

### **5.12 Non-Liability of the Producer for AQTIS Plans**

Except for the payment of the contributions mentioned in Articles 5.10 and 5.11, the producer shall assume no responsibility for the implementation, administration and/or performance of the group insurance plan or the AQTIS group RRSP, and the payment of the contribution mentioned in Article 5.11 shall be conditional upon the maintenance in force of those plans for the term of this group agreement.

### **5.13 Compulsory Consent to Withholdings**

The signing by a technician of a contract of engagement shall entail his consent to a producer making the different withholdings provided for in this group agreement.

### **5.14 Remittances Calculated in Good Faith**

The remittances shall be calculated by the producer on the basis of the technician's declaration with respect to his status as a member or non-member of AQTIS, and the producer shall not be held liable for the effects of any erroneous declaration by the technician.

On the other hand, the producer must adjust, without delay, for the future, the processing of the remittances for a technician when he is informed of any error or change of status by the technician or by AQTIS.

### **5.15 Procedure if Withholdings Not Made**

If, for any reason whatsoever, the remittances with respect to the technician are not withheld at the times provided for, they shall then be paid directly by the producer to the AQTIS.

The producer may claim from the technician the sums paid on the latter's behalf within twelve (12) months of the payment to AQTIS, failing which the claim shall be prescribed.

The producer must attempt to reach agreement with the technician on the terms and conditions of reimbursement of withholdings not made which he has paid to AQTIS under this article. Failing an agreement, the averaging period for the reimbursement shall be twice the period during which the withholdings were not made.

#### **5.16 Payment of Remittances to AQTIS**

The remittances to be made in accordance with Articles 3.5, 5.8, 5.10 and 5.11 of this group agreement shall be paid to AQTIS on the tenth (10<sup>th</sup>) day of the following month for all of the pay periods of the preceding month. Such instalments shall be accompanied by time sheets and the remittance form, which must contain at least the same information as the standard forms attached to this group agreement as Appendix F and Appendix G.

The payment is deemed to have been made as of the postmark date of the mailing of the sums and documents to AQTIS or that of their receipt by AQTIS, whichever happens first.

The producer shall have the same obligations as a trustee with respect to the remittances until they are paid to AQTIS. In addition, even if he entrusts the processing of the payroll to a specialized service company, the producer shall remain wholly responsible for any errors or omissions committed by the service company.

#### **5.17 Penalty for Non-Payment of Instalments**

If the producer does not comply with the deadline for payment provided for at Article 5.16, he must pay AQTIS a penalty, calculated on a daily basis, at an annual interest rate of twenty-four (24%), applied to the value of the unpaid instalments.

#### **Crew Steward and AQTIS Representative**

##### **5.18 Crew Steward**

The AQTIS crew may select a crew steward, from among the AQTIS set crew, or, where the circumstances so justify and with the agreement of AQTIS, more than one crew steward, of whom at least one member must come from the AQTIS set crew.

The crew steward or crew stewards shall identify himself or themselves to the producer and to AQTIS without delay.

##### **5.19 No Derogation by the Steward**

The crew steward may not authorize any derogation from this collective agreement and he must entrust to AQTIS any question of principle relating to the application or the interpretation of this collective agreement.

##### **5.20 Meeting with the Steward**

With the agreement of the AQTIS representative, the crew steward may meet the producer and, to the extent provided for in the collective agreement, consult the members of the AQTIS crew, in particular by ballot, during meal hours.

### **5.21 Meeting with the Producer**

By appointment, one or more representatives of AQTIS may meet with the producer or his representative, in reasonable numbers and without interfering with the proper conduct of the production, to discuss issues relating to the application or interpretation of this collective agreement.

### **5.22 Meeting with Technicians**

One or more AQTIS representatives may meet with one or more technicians on the set or in any other place under the producer's control where technicians perform services, in sufficient numbers and without interfering with the proper conduct of the production. If need be, such meeting shall be held at the most convenient location, having regard to the needs of the production.

Except in serious or urgent situations, they shall inform the producer of their visits in advance.

### **Other Provisions**

#### **5.23 AQTIS Meetings**

On receipt of a notice informing it of the holding of any meeting of members of AQTIS, the AQPM shall inform the producers, as quickly as possible, of the date, time and place of the meeting.

On receipt of such information, the producers may make reasonable arrangements in their work calendar in order to permit the participation of their technicians at the meeting, the whole while respecting the needs of production and to the extent to which no additional production costs are entailed thereby.

#### **5.24 Information on New Productions**

In order to permit the AQTIS representatives to meet the producer and his technicians, the producer shall complete the production worksheet described in Appendix H on the AQPM's Internet website.

The production worksheet must be completed with due diligence and no later than the time when the first contract of engagement is sent to AQTIS. The AQPM shall immediately communicate the worksheet to AQTIS, which must treat the information contained in the worksheet confidentially, except if the producer authorizes it to make such information public.

If certain information required to complete the production worksheet is not available at the time when it is first completed, the producer shall send the information directly to AQTIS when it becomes available.

#### **5.25 Information on the AQTIS Apprenticeship Programs**

AQTIS shall send the AQPM, with due diligence, the various apprenticeship programs it creates.

## **Chapter 6 Contract of Engagement**

### **Conclusion and Transmission of the Contract**

#### **6.1 Signing of the Contract of Engagement and Pre-Contract**

In order to retain the services of a technician for a given production, the producer must have the technician sign a contract of engagement set forth in Appendix I of this collective agreement.

The contract of engagement must be duly completed and signed no later than the beginning of the first day on which the technician is called upon to perform services for the producer.

It is possible that, prior to the signing of the contract of engagement, the producer and the technician may have set forth in writing their intention to conclude a contract of engagement by way of a “deal memo” or a letter of intent. The parties may be held liable for non-compliance with any such agreement, but only to the extent provided for therein.

In the event that an oral agreement is concluded, the technician may require a written confirmation from the producer in forty-eight (48) hours; in the absence of any such confirmation, the oral agreement shall be deemed null and void.

#### **6.2 Copies of the Contract**

Every contract of engagement shall be executed in four (4) copies.

One copy shall be kept by the producer, one copy shall be provided to the technician upon the signing of the contract of engagement, and one copy shall be sent to the AQPM and one copy to AQTIS.

#### **6.3 Amendment of the Contract**

The contract of engagement may only be amended by a writing signed by the producer and the technician. One copy of the said writing must be provided to the technician, to the AQPM and to AQTIS.

Notwithstanding the foregoing, a contract of engagement may be renewed and/or extended, at the same rate and on the same conditions as the initial contract, by a simple exchange of emails between the producer and the technician. The said exchange shall only have binding force if the two parties explicitly confirm their agreement by email, and if the exchange permits the technician to ascertain the number of guaranteed workdays contemplated by the renewal and/or the extension and the dates on which he must work for the producer. The producer must send one copy of the exchange of emails to AQTIS and to the AQPM.

#### **6.4 Sending of the Copies**

The producer shall send AQTIS and the AQPM the copy of the contract of engagement to which they are each entitled, no later than the day following the first day of shooting, and, thereafter, for any new engagement, within five (5) days following the date of signing by the producer and the technician.

#### **6.5 Delay in the Sending of Copies**

Where AQTIS observes that a producer has failed to send it one or more contracts of engagement within the stipulated deadline, it shall send him a written notice ordering him to send it all the missing contracts without delay.

If the producer's delay continues beyond ten (10) days from the written notice, and if such delay is not attributable to the technician, AQTIS may then claim from the producer a penalty, for each contract that has not been sent, in the minimum amount of twenty-five dollars (\$25), or five dollars (\$5) per day of delay following the expiry of the ten (10)-day period. Claiming the payment of such penalty shall not deprive AQTIS of the right to exercise any other recourses which it is entitled to exercise.

#### **6.6 Cancelled or Unused Contracts**

Within ten (10) days following the end of the production, the producer shall send the AQPM and AQTIS the number of any contract of engagement that has been cancelled or unused for any reason whatsoever.

#### **6.7 Minimum Conditions of Engagement and Derogations**

No contract of engagement may contain provisions less advantageous than those which are set forth in this group agreement.

Notwithstanding the foregoing, AQTIS, following discussion with a producer, may agree on derogating from the terms of this group agreement for the purposes of a given production. The said derogation must then be the subject of a written agreement, and one copy of the said agreement must be sent to the AQPM.

#### **6.8 Information Concerning the Guarantor and the Budget**

On request by AQTIS, the producer shall send it the contact information of its guarantor, if any, and, in the case of a fiction, shall indicate whether the budget is inferior or superior to \$456,000.00. If the production is a drama with a budget inferior to \$456,000.00, the producer transmits a sworn statement to AQTIS to that effect.



## **6.9 Call Sheets**

The call sheets concerning any given day of shooting must be sent to the technicians and AQTIS, at least twelve (12) hours prior to the crew call or, in the case of consecutive shooting days, during the preceding wrap call.

## **Termination**

### **6.10 Termination by Mutual Consent**

The producer and the technician may agree to terminate a contract of engagement. The agreement of the party must be set forth in writing and a copy of the said writing must be sent to AQTIS and to the AQPM by the producer.

### **6.11 Termination on Grounds of Force Majeure**

The contract of engagement may also be terminated without indemnity on grounds of *force majeure*. In such a case, the party terminating the contract must, without delay, notify his co-contracting party in writing of the termination and the cause thereof. One copy of the said notice must be sent to AQTIS and to the AQPM.

### **6.12 Termination Prior to the Beginning of Performance**

The contract of engagement the performance of which has not commenced may be terminated by the producer or the technician, for any reason whatsoever, by simply sending a written notice, with a copy to AQTIS and to the AQPM.

If the notice is sent at least ten (10) days before the first performance of services provided for by the contract, no indemnity shall be paid.

If the notice is sent less than ten (10) days before the first performance of services provided for by the contract, an indemnity equal to 50% of the total remuneration due under the contract shall be payable. The value of that indemnity shall be increased to 100% of the total remuneration if the notice is sent three (3) days or less before the first performance of services provided for by the contract.

### **6.13 Termination for Serious Reasons**

The contract of engagement the performance of which has commenced may only be terminated by the producer or the technician for a serious reason, which he shall have the burden of proving.

For the purposes of this group agreement, a serious reason means a major failure to perform any of the obligations provided for by the contract of engagement. This term also means the inability of the technician to satisfy adequately the specific requirements of the production for which his services were retained.

Before terminating a contract for any serious reason, the producer or the technician must, to the extent to which doing so could be useful, send a written notice, indicating the nature of the problem observed and granting a reasonable time to remedy the situation. One copy of such notice must be sent to AQTIS and to the AQPM.

Where the serious reason invoked is the inability of the technician to satisfy adequately the specific requirements of the production, the notice mentioned in the foregoing paragraph must specify the requirement which the technician does not meet and must be sent to him within a reasonable period of at least forty-eight (48) hours before the termination of the contract.

#### **6.14 Termination after the Start of Performance**

The party who terminates a contract of engagement the performance of which has commenced, for a reason other than those provided for in Articles 6.10, 6.11 and 6.13, must pay an indemnity equal to:

- the whole of the remuneration of which the termination deprives the technician, if the contract is terminated by the producer;
- the amount of the damages actually caused to the producer, or, at his option, the entirety of the remuneration which the technician would have earned under the contract of engagement, at the producer's option.

Notwithstanding the foregoing, if the termination of the contract of engagement by the producer is imputable to the cancellation or suspension of the production as a whole, the producer must pay the technician the remuneration of which he is deprived by reason of the termination, up to a maximum amount equal to 25% of the total remuneration due under the technician's contract of engagement.

### **Cancellation, Non-Performance, Deferral and Other Contingencies**

#### **6.15 Cancellation of Guaranteed Workdays by Mutual Consent or by Reason of Force Majeure**

The producer may cancel any of the guaranteed workdays under the contract of engagement because of a *force majeure* or with the written consent of the technician.

#### **6.16 Cancellation of Guaranteed Workdays for Other Reasons**

The producer may also cancel up to a maximum of 10% of the guaranteed workdays under the contract of engagement of a technician, for any reason whatsoever, by notifying the technician in writing of the cancellation or cancellations.

If the notice is sent at least seven (7) days before the cancelled workday, no indemnity need be paid.

If the notice is sent less than seven (7) days before the cancelled workday, an indemnity equal to 50% of the remuneration due for the day in question shall be payable to the technician. The value of such indemnity shall be increased to 100% of the remuneration if the notice is sent forty-eight (48) hours or less before the crew call scheduled for the cancelled workday.

If the contract of engagement provides for between two (2) and ten (10) guaranteed workdays, the producer may cancel no more than one (1) guaranteed workday.

#### **6.17 Non-Performance by Reason of Disability**

The technician may be relieved of his obligations toward the producer on grounds of a physical or psychological disability, by sending the producer a medical certificate attesting to his disability.

If he so desires, the producer may, within a reasonable period taking account of the circumstances, request the technician to meet with a physician selected and paid by the producer, in order that the technician's condition may be assessed.

#### **6.18 Non-Performance for Other Reasons**

The technician may also be relieved of his obligations toward the producer for no more than 10% of the guaranteed workdays under his contract of engagement, for any reason whatsoever, by notifying the producer of his decision in writing.

If the notice is sent at least seven (7) days before the cancelled day, no indemnity needs to be paid.

If the notice is sent less than seven (7) days before the cancelled workday, an indemnity equal to 50% of the remuneration due for the workday in question is payable to the producer. The value of such indemnity shall be increased to 100% of the remuneration, if the notice is sent forty-eight (48) hours or less before the scheduled crew call for the cancelled workday.

If need be, the producer may effect compensation for the indemnities payable to it under this article, out of the remuneration due to the technician for his services.

If the contract of engagement provides for between two (2) and ten (10) guaranteed workdays, the technician may be relieved of his obligations for no more than one (1) guaranteed workday.

#### **6.19 Non-Performance for a Serious Reason**

The technician who is relieved of his obligations in accordance with Article 6.18 for any serious reason shall not be obliged to pay the producer the indemnities provided for by the said article, provided that he has made reasonable efforts to fulfill his obligations and that he has notified the producer as soon as possible.

For the purposes of this article, a serious reason includes, in particular, any obligation connected with the death, custody, health or education of a child or of a parent.

## **6.20 Lateness and/or Precipitate Departure**

The producer may reduce proportionally the daily remuneration of a technician who, without his agreement, is late in beginning to perform services or who terminates his performance precipitately and, where the circumstances so justify, he may also consider that such lateness and/or precipitate departures constitute a serious reason for terminating the contract of engagement of the technician in default.

## **6.21 Deferral**

For each contract of engagement, the producer can, on only one occasion, report the date on which a technician needs to execute one of his guaranteed days. In such a case, he gives a notice of at least twenty-four (24) hours in advance, except in circumstances out of his control.

## **6.22 Determination of the Date of Deferral**

To the extent possible, the producer must take into account the other commitments of the technician contracted with other producers before setting the shooting date of the deferred workday, in order to permit the technician to comply with his other commitments.

## **6.23 Notice of the Date of Deferral**

Save under exceptional circumstances, the producer must notify the technician of the scheduled date of the deferral, no later than thirty (30) days prior to the deferral date, and that date must fall within four (4) months from the deferred workday, failing which the producer shall pay for that workday in full, as a penalty.

## **6.24 Deferral and Non-Availability**

If the technician is not available on the scheduled deferral date, the producer and the technician shall be relieved of their respective obligations with regard to that workday.

## **6.25 Replacement**

Unless otherwise indicated in the contract of engagement, a technician may not be replaced by another technician, without having obtained the prior written authorization of the producer, which may not be unreasonably refused.

The request for replacement must be made at least five (5) days before the replacement date.

## **Chapter 7 Safety and Insurance**

### **Health and Safety**

#### **7.1 Registration of the Producer**

A producer shall be registered with the *Commission de la santé et de la sécurité du travail* [Workers' Compensation Board] if he uses the services of at least one technician not providing his services through a legal person.

#### **7.2 Registration of Technicians**

The technician who offers his services to the producers through a legal person shall be registered with the *Commission de la santé et de la sécurité du travail*.

#### **7.3 Liability of Producer**

The producer must take all necessary means to insure the occupational health and safety of the technicians at all times.

In this regard, he must, in particular, comply with the principles set forth in Appendix J.

#### **7.4 Commitment of the Producer and of the Technician**

The producer and the technician hereby undertake to comply with their obligations under the *Act respecting occupational health and safety*, CQLR c. S-2.1, and the *Act respecting industrial accidents and occupational diseases*, CQLR c. A-3.001, and the regulations adopted thereunder.

#### **7.5 Safety Rules for the Quebec Film and Video Industry**

The producer and the technician undertake to comply with the fact sheets entitled "Safety Rules for the Québec Film and Video Industry", developed by the *Table de concertation paritaire de l'industrie du cinéma et de la vidéo du Québec* [Roundtable on Parity for the Quebec Film and Video Industry], established by the *Commission de la santé et de la sécurité du travail*.

For this purpose, the producer shall ensure that one copy of the fact sheets is available in the workplace at all times.

#### **7.6 Compliance with the Producer's Instructions**

The technician shall undertake to comply with the producer's instructions in matters of occupational health and safety, and AQTIS undertakes to cooperate with the producer, in order to ensure compliance with the said instructions and the above-mentioned fact sheets.

## **7.7 First-Aid premium**

The technician whose services are retained to act as a first-aider within the meaning of the *First-aid minimum standards regulation*, CQLR c. A-3.001, r-10, shall be entitled to a premium of \$7.50 a day.

## **Insurance**

### **7.8 Producer's Insurance**

The producer shall ensure that all the technicians working on his production are covered by his general liability insurance policy. On request by AQTIS, the producer commits himself to provide AQTIS with proof of a general liability insurance policy covering all the technicians.

### **7.9 Foreign Travel Insurance**

The producer who requests a technician to provide services outside Canada shall contract a standard "travel" insurance policy, covering the technician in particular, for the whole duration of his or her travels.

For the purposes of this article, a "travel" insurance policy providing at least coverage for emergency medical care, accidental death/mutilation and baggage insurance, is considered as being a standard policy.

In the event that services are performed in a so-called "high risk" area (for example, a combat zone), the producer shall ensure that the insurance that he has contracted covers the technician, notwithstanding the particular context in which he is working.

For the purposes of this article, "travel" insurance providing at least the following coverages is considered as standard:

- (a) emergency medical care: up to \$1,000,000 per policy;
- (b) accidental death/mutilation: up to \$100,000 per policy;
- (c) accidental death/mutilation (air travel): up to \$250,000 per policy;
- (d) baggage insurance: up to \$1,500 per policy.

### **7.10 Technician's Insurance**

Where the services of the technician are provided through a legal person, the latter shall hold a policy covering its civil liability and, upon request from AQTIS or from the producer, the technician shall provide them with the document attesting to the existence of such an insurance policy.

## **Chapter 8 Professional Clauses**

### **Mention in the Screen Credits**

#### **8.1 Mention of the Technician in the Screen Credits**

Except in the case of constraints imposed by a broadcaster or a distributor, the producer shall inscribe in the screen credits for the production, under the heading "Technical Crew : "AQTIS"", the name of the technician and the agreed credit or, failing that, the title of the position entered in his contract of engagement.

#### **8.2 Withdrawal of the Mention**

The technician who wishes to have his name removed from the credits shall advise the producer in writing before the order for the credits is given.

#### **8.3 Mention of the AQTIS in the Screen Credits**

The producer shall add the logo of AQTIS to the credits, if the logo of another association of artists appears there.

### **Equipment and Material**

#### **8.4 Equipment Entrusted to the Technician**

The technician undertakes to take care of the equipment entrusted to him, to ensure the sound management of any funds entrusted to him by the producer, if applicable, and to cooperate fully in order to ensure the maintenance of the condition of the premises and of any other item provided by the producer.

#### **8.5 Checking of the Equipment**

At the request of the producer, the technician may be required to check on the good working order of the equipment provided to him and the condition of the premises that he is to use. In any such case, the technician shall be paid at the AHR.

#### **8.6 Defective Equipment or Material**

As soon as possible, the technician shall report to the producer any defective, broken or missing equipment or material. If need be, the producer shall replace the said equipment or material or shall provide the technician with the necessary technical support as soon as possible, depending on what action he deems most advisable.

## **8.7 Rental of Equipment or Material from a Third Party**

Where the technician leases equipment or material at the written request of the producer, the producer shall assume the related costs.

## **8.8 Personal Money**

A technician must in no case use his own money or his personal credit card for the benefit of the producer, without a prior agreement for that purposes having been signed with the producer.

## **8.9 Conflict of Interest**

The technician must avoid placing himself in any conflict of interest situation and he may not take advantage of his contract of engagement to seek any gratification from a supplier of goods or services to the production.

If need be, he shall inform the producer of any potential conflict without delay.

## **8.10 Necessary Equipment and Material**

The producer shall provide the equipment and material necessary for the performance of his services, except for the strictly necessary standard tools. The said equipment and material shall be in good working order.

The producer may also agree with the technician that the latter shall personally supply the equipment and material necessary for the performance of his services, in consideration of a reasonable allowance negotiated by mutual consent between the producer and the technician. In such a case, the terms and conditions of any such agreement must be written into the contract of engagement.

Where applicable, the technician may also agree with the producer that he shall provide equipment and/or material that is not strictly necessary for the performance of his services and, in such a case, their agreement on that subject shall not be subject to this collective agreement.

## **8.11 Special Terms and Conditions governing necessary Make-up and Hair Styling Materials**

If the technician occupying any of the positions hereinafter mentioned agrees with the producer to provide personally the material necessary for the performance of his services, the allowance to which he shall be entitled shall be at least a sum of:

- \$12.50 per day of shooting for a chief hair stylist, a hairstylist or an assistant hair stylist; or
- \$27.50 per day of shooting for a chief make-up artist, a make-up artist, a special effects make-up artist or an assistant make-up artist.

For the purposes of this article, a make-up or hair styling test day shall be assimilated to a day of shooting.



### **8.12 Special Terms and Conditions governing certain technological tools**

If the technician agrees with the producer to provide any of the following technological tools for the purposes of performing his services, the allowance to which he shall be entitled shall be at least a sum of:

	Day / Week / Maximum per Production		
• Computer:	\$8	\$25	\$250
• Tablet:	\$5	\$15	\$150
• Cellphone	\$4	\$12	\$120

The allowance need be paid only for the days on which the technician's services are actually required by the producer.

### **Miscellaneous Terms and Conditions**

#### **8.13 Personal Recordings Prohibited**

Unless he has obtained the prior authorization of the producer, the technician may not, directly or indirectly, make any recordings or take any photographs relating, directly or indirectly, to the productions and/or the persons working on them, for any purposes other than those expressly required by the producer.

#### **8.14 Craft Person**

Where a craft person is called upon to perform services in a production when fifty (50) or more technicians are present on the set, he shall be entitled to an increment of 100% of his AHR (or to an increment equal to 1/12 of his ADR) for each hour or part of an hour during which the producer has not also retained the services of an assistant craft person.

Notwithstanding Articles 2.24, 2.45 and 10.3 of this collective agreement, the increment stipulated in the foregoing paragraph may result in an AHR or an ADR exceeding three (3) times the technician's BHR or the BDR.

#### **8.15 Editor**

The editor shall be entitled to obtain from the producer all the information relevant to the performance of his services.

The technician shall also be entitled to know, at the time of concluding his contract of engagement, the period during which he will be called upon to perform services, such information (i.e. the scheduled starting date and termination date of the contract of engagement) to be communicated to him in writing. It is understood, however, that following the scheduled termination date of the contract, the editor shall remain available to the producer for a period of one (1) day per week worked, up to a maximum of ten (10) days, on the same terms and conditions as those stipulated in his contract of engagement.

#### **8.16 Script Supervisor**

In the case where more than one camera is used, the script supervisor shall receive a premium of forty-five dollars (\$45) per day. Such premium shall not be included in the calculation of premiums and penalties.

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## **Chapter 9 Settlement Procedure**

### **9.1 Intention of the Parties**

The AQPM and AQTIS recognize the importance of maintaining harmonious professional relationships and of settling problems of application and interpretation of this collective agreement with due diligence.

### **Professional Relations Committee**

#### **9.2 Professional Relations Committee**

The AQPM and AQTIS hereby agree to establish a Professional Relations Committee, consisting of two (2) AQPM representatives and of two (2) AQTIS representatives.

#### **9.3 Duties of the Committee**

The Professional Relations Committee shall perform the following duties, in an advisory capacity:

- studying any grievance, with the consent of parties to the grievance, with a view to seeking an amicable settlement;
- discussing the interpretation of the collective agreement, at the request of the AQPM or of AQTIS;
- studying any issue which this collective agreement may not have envisaged, at the request of the AQPM or AQTIS,
- recommending, after unanimous agreement, amendments or additions to this collective agreement, which, however, shall take effect only if they are duly ratified by the AQPM and AQTIS according to their respective procedures.

#### **9.4 Meetings of the Committee**

The Professional Relations Committee shall meet, as soon as possible, at the request of either of the parties.

#### **9.5 Suspension of Deadlines during the Committee's Work**

The written request of either of the parties to the grievance to submit a grievance to the Professional Relations Committee for its study shall suspend the deadline for submitting the grievance to arbitration.

The written refusal of either party to the grievance to exceed to such request or, where applicable, the written decision of one party to the grievance to terminate study of the grievance by the Committee, shall put an end to the suspension of deadlines.

## **Arbitration**

### **9.6 Sole Arbitrator**

The parties hereby agree to entrust to a sole arbitrator, to the exclusion of any other forum, any disagreement relating to the interpretation or the application of this collective agreement or of a contract of engagement resulting therefrom, whether the disagreement concerns the AQPM, AQTIS, a producer or a technician.

### **9.7 Parties to the Grievance**

Only a signatory party of this collective agreement (namely AQTIS or the AQPM) may formulate a grievance relating to the interpretation or the application of the collective agreement or of a contract of engagement signed pursuant to it.

In the event that the grievance is formulated by AQTIS, it may be filed in the name of AQTIS (a collective grievance or interpretation grievance) or on behalf of one or more technicians. In the event that it is formulated by the AQPM, it shall be filed in the name of the AQPM (an interpretation grievance) or on behalf of a producer. The party to the grievance filed in the name of one or more technicians shall remain AQTIS; the party to a grievance filed in the name of a producer shall be the producer himself.

Where the grievance is filed by AQTIS, the respondent is the producer concerned and the AQPM is a party interested in the dispute. Where the grievance is filed by the AQPM, the respondent is the technician or technicians concerned or, where applicable, AQTIS, and AQTIS is, where applicable, a party interested in the dispute.

### **9.8 Intervention of the Associations**

The AQPM and AQTIS may intervene formally in any grievance by transmitting a written notice to that effect to the parties to the grievance.

### **9.9 Filing of the Grievance**

A grievance shall be submitted to the producer or to AQTIS, with a copy, where applicable, to the AQPM or to the technician, and it shall be filed within forty five (45) days from the date of the event giving rise to it or within forty-five (45) days following the complainant's first knowledge (or the date on which the complainant should have taken cognizance) of the said event.

### **9.10 Written and Detailed Grievance**

A grievance shall be made in writing and dated. It shall also clearly specify its object, the principal facts at its origin, the provisions allegedly violated or misinterpreted, and the redress sought.

The grievance may be amended, provided that the amendment does not have the effect of changing the object thereof.

An error in form may in no case have the effect of rendering the grievance null and void.

### **9.11 Response to the Grievance**

The respondent to a grievance (or if that party so desires, AQTIS or the AQPM) shall transmit its response in writing within fifteen (15) days from the receipt of the grievance.

### **9.12 Notice of Arbitration and Selection of the Arbitrator**

Within fifteen (15) days from the response provided in accordance with Article 9.11 (or from the expiry of the deadline which it stipulates), the grievance shall be brought to arbitration by means of a written notice addressed, as the case may be, to the AQPM or to AQTIS, with a copy, where applicable, to the producer or the technician. The notice of arbitration shall suggest the names of three (3) arbitrators.

Within ten (10) days following receipt of the notice of arbitration, the party to whom the notice of arbitration is addressed shall indicate whether he accepts any of the suggestions sent to him or, failing that, he shall propose in writing the names of three (3) arbitrators. Failing such a written response within the prescribed deadline or any agreement concerning the latter proposal, the grievance shall be submitted, within thirty (30) days, to the attention of the *Ministère de la Culture et des Communications*, in order that that latter body may designate an arbitrator according to its procedures.

Within the deadlines stipulated in the second paragraph of this article, the party who has filed the grievance may request an extension of the deadlines for a period of ninety (90) days, and such request may not be refused without serious reason. In the absence of such a request, a notice of arbitration within the deadlines stipulated in the first paragraph or of a submission to the *Ministère* within the deadline stipulated in the third paragraph, the grievance shall be deemed abandoned (without any admission).

### **9.13 Settlement Discussions**

Nothing prohibits AQTIS and the producer (or, where applicable, the AQPM) from attempting to settle a grievance. For such purpose, at the request of the producer concerned, the AQPM may participate in discussions with AQTIS. Such situations shall not, however, have the effect of extending the deadlines stipulated in this Chapter.

#### **9.14 Hearing by the Arbitrator**

The arbitrator shall hear the parties to the grievance, receive their evidence or, where applicable, take note of their default. He shall proceed according to the procedure that he deems appropriate.

#### **9.15 Powers of the Arbitrator**

In the performance of his duties, the arbitrator may:

- interpret a statute or a regulation to the extent necessary to decide a grievance;
- maintain or dismiss a grievance, in whole or in part, and, if appropriate, determine the amount due by virtue of the award which he has rendered;
- establish the compensation which he deems equitable for the loss sustained;
- order the payment of interest at the rate fixed by the regulation adopted under Section 28 of the *Act Respecting the Ministère du Revenu*, C.Q.L.R. c. M-31, as and from the date of filing of the grievance;
- in cases of termination of a contract of engagement, maintain the termination, annul it or, where applicable, render any other decision which appears reasonable to him under the circumstances;
- render any order useful for safeguarding the rights of the parties to the grievance.

#### **9.16 Cooperation in Arbitration**

The AQPM and its members, on the one hand, and AQTIS and the technicians which it represents, on the other hand, hereby agree to provide to the arbitrator any relevant documents to permit him to judge the merits of a grievance and to take cognizance of all facts and relevant data. They agree to submit themselves to a summons from the arbitrator and testify before him at his request.

#### **9.17 Arbitrator Bound by the Collective Agreement**

The arbitrator shall have no jurisdiction to add, amend or derogate in any manner, to or from any of the clauses of this collective agreement or of a contract of engagement complying with the minimum conditions stipulated in this collective agreement.

#### **9.18 Decisions Based on the Evidence**

The arbitrator shall render his decision, on the basis of the evidence adduced at the hearing.

### **9.19 Deadline for Rendering the Decision**

The arbitrator shall render his decision within sixty (60) days from the end of the hearing. However, an arbitral award shall not be null and void simply because it has not been rendered within that time limit.

### **9.20 Decision Final and Executory**

The decision of the arbitrator shall be final and executory. It shall bind, as the case may be, the AQPM, AQTIS, the producer and the technician concerned.

### **9.21 Sharing of Fees**

The expenses and fees of the arbitrator shall be paid in equal shares by the producer concerned and by AQTIS.

### **9.22 Mandatory Deadlines**

All the deadlines provided for in Chapter 9 shall be mandatory and shall entail forfeiture of rights.

However, the parties may derogate therefrom by means of a written agreement.

### **9.23 Calculating Deadlines**

In computing any deadline provided for in this article, the day which marks the starting-point is not counted but the deadline date is counted.

### **9.24 Effect of Non-Juridical Days on the Deadlines**

Where the final day of the deadline falls on a Saturday, a Sunday or a holiday identified in this Agreement, the deadline shall be extended to the following working day.

### **9.25 Settlement or Withdrawal of the Grievance**

As the case may be, the AQPM, AQTIS or a producer may, at any time, withdraw or settle a grievance, after which the arbitrator shall immediately cease to be seized of it.

However, the complainant who withdraws the grievance after the appointment of the arbitrator shall be solely responsible for the costs of the arbitrator, unless there is an agreement to the contrary between the parties to the grievance.

## **9.26 Transaction in a Grievance**

Any transaction with respect to a grievance shall be consigned in writing and signed by the parties to the grievance. It shall be executory upon its signature. Where applicable, a copy of such transaction shall be sent to the AQPM and to AQTIS.

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION



## Chapitre 10 Mode of remuneration and Scheduling

### General Rules

#### 10.1 Selection of a Mode of Remuneration

At the time of signing of the contract of engagement, the producer and the technician shall indicate the number of guaranteed days for which the services of the technician are retained and must opt, for each guaranteed day, between one of the modes of remuneration described in the present chapter.

#### 10.2 Accounting to the Quarter Hour

In all cases, the duration of the rendering of service shall be accounted to the nearest quarter hour.

#### 10.3 Maximum Rate

The combination of the BHR or, where applicable, of the BDR, and of all the premiums and penalties provided for in this collective agreement shall in no case exceed three (3) times the BHR or, where applicable, the negotiated BDR, and only the combined hours for the same production shall serve for the purposes of calculating the premiums and the penalties.

### Remuneration on an Hourly Basis

#### 10.4 Remuneration on an Hourly Basis

The producer may offer a "Minimum Guaranteed Hours" (called "**MGH**") to the technician remunerated on an hourly basis by choosing one of the following options:

- (a) A minimum of ten (10) guaranteed hours (called "**MGH 10**").

The technician is then paid overtime as of the eleventh (11th) hour at the BHR, plus an increment of fifty percent (50 %).

As of the thirteenth (13th) hour, he is paid at the BHR, plus an increment of a hundred percent (100 %) and, as of the seventeenth (17th) hour, he is paid at the BHR, plus an increment of two hundred percent (200 %).

- (b) A minimum of seven (7) guaranteed hours (called "**MGH 7**").

The technician is then paid overtime as of the ninth (9th) hour at the BHR, plus an increment of fifty percent (50 %).

As of the thirteenth (13th) hour, he is paid at the BHR, plus an increment of a hundred percent (100 %) and, as of the seventeenth (17th) hour, he is paid at the BHR, plus an increment of two hundred percent (200 %).

(c) A minimum of five (5) guaranteed hours (called "MGH 5").

The technician is then paid overtime as of the sixth (6th) hour at the BHR, plus an increment of fifty percent (50 %).

As of the thirteenth (13th) hour, he is paid at the BHR, plus an increment of a hundred percent (100 %) and, as of the seventeenth (17th) hour, he is paid at the BHR, plus an increment of two hundred percent (200 %).

### **10.5 Weekly Premium**

The technician remunerated on an hourly basis and whose effective provision of services, during the course of the same week and on the same production, is rendered over a period of more than forty (40) hours shall be entitled to the following premium:

- fifty percent (50%) of the BHR from the fortieth-first (41st) hour to the sixtieth (60th) hour of services rendered; and
- one hundred percent (100%) of the BHR as of the sixtieth-first (61st) hour of services rendered;

except if a premium or a penalty has already been applied to said hours.

### **10.6 Multiple MGH 5**

The producer may offer two (2) MGH 5 to the technicians who set up and disassemble, during the same day, provided that said technicians are not part of the filming crew for that day.

The producer may also offer a MGH 5 to a technician who provides services in lighting or sets, who is part of the AQTIS on-set crew for a given day and that has, on that same day, rendered services through a MGH 10 so as to enable him to participate in the setting up prior to filming or in the disassembling following filming.

In both cases, the two (2) MGH are accounted for separately for the purposes of applying the different increments and premiums provided for in this collective agreement.

### **10.7 Off-Set Hours**

The producer may, in addition, guarantee a technician a fixed number of off-set hours per day, paid at BHR.

In the case of a script supervisor, the producer shall guarantee two (2) fixed off-set hours daily paid at AHR.

Such guarantees shall not be included in the calculation of the MGH, the premiums or the penalties.

## **Remuneration at a Daily Flat Rate**

### **10.8 Remuneration at a Daily Flat Rate**

The producer may pay the technician a daily flat rate when the services of said technician are retained for the purposes of the following types of productions:

- (a) Any documentary ;
- (b) A magazine, if the services of the technician are rendered primarily outside of a studio or on location during the course of the concerned day ; or
- (c) A reality show, if the services of the technician are rendered primarily outside of a studio or on location during the course of the concerned day.

Remuneration at a daily flat rate is also possible for the shooting of segments or reports ("topos") shot outside of a studio or on location, and thus, even if they are integrated to:

- (a) A magazine primarily shot in a studio ; or
- (b) A reality show primarily shot in a studio.

For clarity purposes, live to tape magazines shot outside are not considered as magazines shot outside of a studio or on location.

### **10.9 Daily Flat Rate – Drama Production With a High Budget**

Remuneration at a daily flat rate may also be applied to technicians whose services are retained on a drama production with a budget of \$456,000.00 or more if a minimum Daily Flat Rate is provided in Appendix K.

The same applies to the production coordinator, regardless of the type of production or the budget of the production.

### **10.10 Flat Rate Including Premiums and Penalties**

Because the objective of a remuneration at a flat rate is to offer the parties flexibility in the management of the schedule, the daily flat rate negotiated by the producer and the technician includes all the hours on which services were rendered, all the travel time over the course of the same day, premiums and penalties, except those provided for at Articles 10.19 and 10.23, if applicable.

However, the remuneration paid to a technician remunerated on a daily basis (as opposed to an hourly basis) is subject to a premium if, over the course of a given day, the technician has rendered more than twelve (12) hours of services. In such case, the daily flat rate payable for that day will be incremented by:

- One-eight (1/8) for the thirteenth and fourteenth hour of services performed;

- One sixth (1/6) for the fifteenth and sixteenth hour of services performed;
- One fourth (1/4) for the seventeenth hour of services performed and any subsequent hour.

Notwithstanding the above, in the case of a magazine, the technician shall be entitled to one of the following increments applicable to the daily flat rate payable for that day:

- One twelfth (1/12) for the twelfth hour of services performed;
- One sixth (1/6) for the thirteenth, fourteenth, fifteenth and sixteenth hour of services performed;
- One fourth (1/4) for the seventeenth hour of services performed and any subsequent hour.

### **Flat Rate for Off-Set Services**

#### **10.11 Remuneration at a Flat Rate for Off-Set Services**

The producer and the technician may agree on a flat rate for the totality of services to be rendered off-set when the required time to accomplish the task is difficult to quantify and when the position of the technician is followed by a star in Appendix B.

#### **10.12 Sporadic Presence on the Set**

The technician who holds a position described above remains subject to a remuneration at a flat rate for off-set services even if his position requires him to be sporadically on the set.

### **Weekly Rest**

#### **10.13 Definition of “Full Time”**

For the purposes of Article 10.15, the term “productions involving full-time shooting” shall mean any production or, if a production provides for several shooting blocs, any shooting bloc the work calendar of which provides that at least one-half of the weeks of shooting include at least four (4) shooting days. For the purposes of this article, a week begins on a Sunday and ends on a Saturday.

#### **10.14 Weekly Rest**

Where a technician renders services in the same production for five (5) consecutive days, he shall be entitled to one (1) day of leave.

#### **10.15 Rest Periods in Full-Time Productions**

In productions involving full-time shooting, the technician shall be entitled to at least four (4) days of leave for each successive period of fourteen (14) calendar days, including at least two consecutive days

in each such period. Where applicable, such periods shall be established by bloc and by filming crew, and shall commence with the first day of shooting.

#### **10.16 Definition of “Day of Leave”**

In order to be considered as a day of leave within the meaning of this Chapter, a rest period shall be of a minimum duration of thirty-two (32) consecutive hours.

In addition, a rest period shall be of a minimum duration of fifty-six (56) hours in order to be considered as two (2) consecutive days of leave.

#### **10.17 Penalty for Services Performed During a Rest Period**

Where a technician renders services during any of the periods of leave specified in Articles 10.14 and 10.155, he shall be entitled to a penalty equivalent to fifty percent (50%) of the BHR or, where applicable, to his negotiated flat rate.

#### **10.18 7<sup>th</sup> Day Penalty**

Where a technician renders services in the same production, for seven (7) consecutive days, he shall be entitled to a penalty equal to one hundred (100%) of the BHR or, where applicable, to his negotiated flat rate, until one complete day of leave has been granted to him.

#### **10.19 Penalty for Technicians Remunerated at a Daily Flat Rate**

The penalties provided in Articles 10.17 and 10.18 only apply to a technician remunerated on a daily flat rate when his services are retained for the purposes of a drama production with a budget of \$456,000.00 or more. If the services of the technician are retained for another type of production, only the penalty provided for in Article 10.18 is applicable and, in such case, the penalty may not exceed 50% of the negotiated daily flat rate.

Furthermore, in the context of a shooting taking place abroad, this penalty does not apply if the majority of the AQTIS crew decides to continue to provide services without a day of leave in order to reduce the duration of their stay abroad. This decision must be made by secret ballot before the technicians leave abroad.

#### **10.20 Day Devoted Exclusively to Commuting Travel Time**

The first day or portion of a day or portion of a day devoted exclusively to commuting travel time within a week of work is not taken into consideration when applying Articles 10.13 to 10.19.

#### **10.21 Schedule During Festivals**

In the case of a festival, the producer may retain the services of technicians for a period of ten (10) consecutive days, without having to pay the penalties stipulated in Articles 10.1714 and 10.185, if he notifies AQTIS thereof in writing at least fifteen (15) days in advance.

In addition, in the case of a festival, Articles 10.17, 10.1818, 10.222 and 10.233 shall not apply.

## **Daily Rest**

### **10.22 Daily Rest**

The technician shall be entitled to a rest period of at least ten (10) hours between any two performances of services in the same production.

If the technician's workday, including the meal period and the commuting or work travel time exceeds sixteen (16) hours, the minimum rest period shall be twelve (12) hours.

### **10.23 Penalty for Services Performed During a Daily Rest Period**

Where a technician performs services during a rest period provided for by Article 10.22, he shall be entitled to a penalty equal to one hundred (100%) of the BHR or, where applicable, to ten percent (10 %) of his negotiated daily flat rate for each hour worked.

Such penalty shall not apply to the commuting travel time and the work travel time spent between the eighth (8<sup>th</sup>) and the tenth (10<sup>th</sup>) hour of the technician's rest period or, where applicable, between the tenth (10<sup>th</sup>) and the twelfth (12<sup>th</sup>) hour of that same period.

Notwithstanding the foregoing, if, for any exceptional reasons, the technician cannot enjoy a minimum rest period of eight (8) hours between any two performances of service, any hour or fraction of an hour made available to the producer during those eight (8) hours shall be paid at the AHR, plus a penalty equal to two hundred percent (200%) of the BHR.

## **General Rules Concerning the Scheduling of Meals**

### **10.24 Meal Periods Established on the Basis of the On-Set Start**

The time of the first meal period shall be established on the basis of the on-set start and in accordance with the provisions of Articles 10.37 to 10.41 (the "5-5 Schedule") or of Articles 0 to 10.46 (the "6-6 Schedule"). The producer shall notify the technicians of his scheduling option by means of call sheets.

In the case of a reality show, the time of the first meal period may be established on an individual basis, and thus, according to the concerned technician's crew call. The producer who avails itself of this option for a given day must do so for the whole AQTIS on-set crew and inform the technicians before the start of the day in question.

In the case of live performance recordings, the time of the first meal period shall be established on the basis of the time of arrival of the majority of the filming crew on the set.

#### **10.25 Premium for Early Crew Calls and Substantial Snacks**

If the services of a technician are retained for the purposes of a drama production with a budget of \$456,000.00 or more and the crew call of this technician is scheduled for more than two (2) hours before the on-set start, the technician shall be remunerated for all the services performed prior to the two (2) hours preceding the on-set start, at the AHR, plus an increment of one hundred percent (100%).

In addition, where a technician is called more than one (1) hour before the on-set start, the producer shall provide him with a substantial snack appropriate to the hour of day and shall allow him the time necessary to eat it.

The snack mentioned in the foregoing paragraph shall be delivered to the place of work of the technicians working in the hairstyling, costume and makeup departments.

This period of time, which shall not exceed fifteen (15) minutes, shall be paid and must be allowed to the technician, on an individual basis, in the half hour preceding the on-set start or the half hour following it, having regard to the progress being made in the shooting.

#### **10.26 Lunch as the First Meal Period**

The first meal period after the on-set start is always a lunch.

#### **10.27 Restriction of the Use of the 6-6 Schedule for Certain Drama Productions**

In the case of a drama production a budget of less than \$456,000.00, the producer may not avail itself of the 6-6 schedule for more than twenty percent (20%) of the total days of shooting on the production. For the purposes of this calculation, any fraction of a shooting day shall be rounded up to next whole number (for example: 0.2 day = 1 day).

#### **10.28 5-5 Schedule and MGH 5**

The producer may not avail itself of the 6-6 schedule if the majority of the AQTIS on-set crew is hired according to an MGH 5.

#### **10.29 Exception for Technicians Remunerated at a Flat Rate**

Provisions related to meals are not applicable to technicians remunerated at a daily flat rate (Articles 10.8 to 10.10) or according to a flat rate for off-set services (Article 10.11).

Notwithstanding the preceding paragraph, the producer shall offer a reasonable meal period to the technician remunerated at a daily flat rate after a minimum of three (3) hours and a maximum of seven (7) hours following the on-set start.

Regarding the technician remunerated at flat rate for off-set services, he is subject to the 5-5 schedule and the time of the first meal period is calculated according to the start of the provision of service. However, except if the producer asks expressly the technician to not take his meal period according to this schedule, no meal penalty may find application in such a case.

### **10.30 5-5 Schedule and MGH 5**

A technician part of the AQTIS on-set crew whose services are retained according to a MGH 5 and who starts rendering services after the on-set call is subject to the 5-5 schedule. For this technician, the time of the first meal period is calculated according to the start of the provision of services.

### **10.31 Standard Quality Meals**

Any meal provided at the expense of the producer shall be similar in quality to a standard meal for that hour of the day and shall provide a certain variety.

Notwithstanding the foregoing, the first meal period after the on-set start shall always be a lunch and, where a meal is served between 10pm and 4am, it may not be similar to a breakfast without the agreement of the technician.

### **10.32 Duration of the Meal Period**

Subject to Articles 10.39 and 10.44, the technician must have at least one (1) hour for his meal period in a dining facility or a suitable room where meals are served.

### **10.33 Total Duration of Meals in a Day**

The total duration of meals in a day may not exceed three (3) hours.

### **10.34 Grace Period for Completing a Shot**

The producer shall have a grace period of ten (10) minutes in order to complete a shot before the meal penalties provided for in this Chapter shall apply.

The shooting of any such shot must have begun within a reasonable time before the meal period.

The grace period shall not have the effect of reducing the duration of the technician's meal period and, for that purpose, the resumption of work is necessarily postponed by ten (10) minutes, whether or not the grace period is fully used.

The producer may not have recourse to this article more than four (4) times per ten (10) days of shooting.

If the shooting must continue beyond the ten (10)-minute period, the grace period is then cancelled.

### **10.35 Grace Period for Purposes of Wrap**

At the end of a day of shooting, if the wrap call occurs at the time when the payment of the meal penalties should have begun or prior to it, the producer shall have a grace period of thirty (30) minutes before the meal penalties stipulated in this Chapter shall apply, the whole in order to proceed with the wrap.



This period shall begin when the payment of meal penalties would have begun.

If the wrap must continue beyond the thirty (30)-minute period, the grace period is then cancelled.

#### **10.36 Prior Authorization**

The technician shall obtain the producer's authorization before performing services giving rise to a meal penalty.

### **5-5 Schedule**

#### **10.37 Initial Meal Period – 5-5 Schedule**

A meal period of a minimum of one (1) hour and a maximum of two (2) hours must be granted after a minimum of three (3) hours and a maximum of five (5) hours following the on-set start.

#### **10.38 Second Meal – 5-5 Schedule**

Another meal period of one (1) hour must be granted after a minimum of three (3) hours and a maximum of five (5) hours following the end of the preceding meal period.

#### **10.39 Meals of Less than One Hour – 5-5 Schedule**

The producer may impose on the whole of the AQTIS on-set crew a meal period of less than one (1) hour, but of at least thirty (30) minutes, in which case that meal period shall be paid at the AHR. Such meal time shall not be taken into account for the purposes of calculating overtime.

In this case, the producer shall provide the meal at his expense.

#### **10.40 Penalty – 5-5 Schedule**

The time made available to the producer after the five (5)-hour maximum periods set forth in Articles 10.37 and 10.38 shall be paid at the AHR, plus a penalty equal to one hundred percent (100%) of the BHR until a meal period is granted.

#### **10.41 Dining Facility**

When the rendering of technicians' services begins at or extends beyond 10pm, the producer shall ensure that a dining facility is reasonably accessible.

Failing that, he shall provide, at his expense, a meal for the technician who benefits from a meal period.

## **6-6 Schedule**

### **10.42 Initial Meal Period – 6-6 Schedule**

A meal period of one (1) hour must be granted to the technician after a minimum of three (3) hours and a maximum of six (6) hours following the on-set start.

### **10.43 Second Meal – 6-6 Schedule**

Another paid meal period of thirty (30) minutes must be granted to the technician after a minimum of three (3) hours and a maximum of six (6) hours of work following the end of the preceding meal period.

### **10.44 Meal Periods of Less than One Hour – 6-6 Schedule**

The producer may impose on the whole of the AQTIS set crew a meal period of less than one (1) hour, but of at least thirty (30) minutes, in which case such meal period shall be paid at the AHR. Such meal time shall not be taken into account for the purposes of calculating overtime.

### **10.45 Penalty – 6-6 Schedule**

The time made available to the producer after the six (6)-hour maximum periods provided for by Articles 0 to 10.454 shall be paid with an increment of one hundred percent (100%) of the AHR until a meal period is granted.

### **10.46 Meals at the Expense of the Producer – 6-6 Schedule**

All meals mentioned in Articles 0 to 10.44 shall be provided by the producer, at his expense, and shall be served in a suitable room.

In addition, except for the first meal of any given day, the time required to reach and to return from the dining facility shall form part of the working hours and shall be paid at the technician's AHR; at the first meal, such time may be imputed directly to the work period following that first meal.

## **Continuous Set**

### **10.47 Use of a Continuous Set**

The producer who offers the technicians a MGH 7 may opt, in addition to the schedules set forth at Articles 10.244 *et seq.* of this collective agreement, for a schedule including a continuous set of seven and one half (7.5) hours, provided that:

- (a) he has notified the AQTIS crew of his option at least forty-eight (48) hours in advance;
- (b) he grants the AQTIS crew a meal period of one (1) hour before the start-up of the continuous set and provides it with one meal on that occasion;

- (c) he makes a suitable buffet available to the AQTIS crew during the continuous set;
- (d) he pays to the technician, for the day, eight (8) times his BHR (i.e. MGH 7 plus one hour).

#### **10.48 Penalties payable on a Continuous Set**

Where the producer opts for the schedule provided for by Article 10.47 of this collective agreement, the following penalties, where applicable, shall apply:

- (a) the technician required to perform services before the beginning of the meal period may not be called more than two (2) hours before that period and the producer must pay him, for such hours, a penalty equal to fifty percent (50%) of his AHR;
- (b) the technician required to perform services after the end of the continuous set shall benefit from a meal provided by the producer and from a meal period of thirty (30) minutes before continuing performing services and, upon resuming work, the producer must pay him a penalty of one hundred percent (100%) of his AHR for the first hour and of two hundred percent (200%) of his BHR for subsequent hours.

#### **Other Provisions**

##### **10.49 Night Premium**

When the technician is required to perform services between midnight and 6am, he shall be entitled to a premium of five dollars (\$5) an hour, except if his services are principally required for a shooting that must be conducted at night by reason of the constraints of the scenario or the limited availability of the place of filming.

Such premium shall be excluded from the calculation of overtime.

##### **10.50 Time Sheet**

The producer shall have each technician sign a time sheet, for each day that he performs services. Said time sheet shall contain at least the same information as the standard form attached to this Agreement as **Erreur ! Source du renvoi introuvable.** Such time sheet shall reflect the real duration of the technician's performance of services and may not, on any pretext whatsoever, be amended without the written consent of the producer and of the technician.

## **Chapter 11 Holidays**

### **11.1 Holidays**

For the purposes of this collective agreement, holidays are:

- New Year's Day (January 1st)
- Good Friday or Easter Monday (at the option of the producer\*)
- The journée nationale des patriotes (Monday preceding May 25th)
- The Quebec National Holiday (June 24th)
- Canada Day (July 1st)
- Labour Day (the first Monday in September)
- Thanksgiving Day (the 2nd Monday in October)
- Christmas Day (December 25th)

\*The producer shall notify the AQTIS crew and AQTIS of which holiday he has chosen, no later than the first (1<sup>st</sup>) day of shooting. Failing that, Easter Monday shall be considered as a holiday.

### **11.2 Holidays Abroad**

In the case of shooting outside Quebec, the holidays shall be those legally recognized in the territory concerned.

Notwithstanding the foregoing, in all cases, Christmas Day and New Year's Day shall be considered as holidays.

If the application of this article has the effect of changing the holidays provided for at Article 11.1 of this agreement, the producer must notify the AQTIS crew and AQTIS before the AQTIS crew leaves to go outside Quebec.

### **11.3 Increment for Services Performed**

Any technician who renders services on a holiday or on Christmas Eve, Boxing Day, New Year's Eve, the day after New Year's Day, or Easter Sunday shall be remunerated on the basis of the BHR or of the BDR, plus an increment of one hundred percent (100%).

### **11.4 Indemnity Payable for a Holiday**

Any technician who has not performed any services for the producer on a holiday shall be entitled to an indemnity calculated according to the following terms and conditions:

- (a) The technician must have performed services for the same production:
  - (i) at least one day during the fourteen (14) calendar days preceding the holiday and on one day during the seven (7) calendar days following the holiday; or
  - (ii) at least one day during the seven (7) calendar days preceding the holiday and on one day during the fourteen (14) calendar days following the holiday;
- (b) The indemnity for a holiday shall be equal to 1/20th of the technician's guaranteed daily remuneration, multiplied by the number of days on which he has performed services for same production during the twenty eight (28) calendar days preceding the holiday;
- (c) The maximum indemnity provided for the technician whose services are retained under several modes of remuneration during the twenty-eight (28) calendar days preceding the holiday shall correspond to the total of the guaranteed daily remuneration during that period (excluding any premium, penalty, allowance, per diem, etc.), divided by the number of days worked during that period, i.e. the average of the guaranteed daily remuneration.

Notwithstanding the above, the technician whose services are retained for the purposes of a drama not intended for a public of 17 or under is entitled at the above indemnity even he has performed services on a holiday.

In all cases, the technician who has not performed any services on a holiday shall be considered as having been on leave for the purposes of calculating the rest-periods specified in Articles 10.14 and 10.15.

### **11.5 Holiday Mondays or Fridays**

Where a holiday falls on a Monday or a Friday, the producer may not reschedule the shooting for the preceding or the following Saturday or Sunday, as the case may be, if the Saturday or the Sunday are not customary days of shooting for the production, unless the requirements of the production so require.

### **11.6 Celebrations on a Holiday**

Article 11.3 shall not apply to the shooting of a performance or of an event devoted to the celebrations of a holiday.

### **11.7 Shooting extending over Two Days**

For the purposes of this Chapter, a day of shooting which begins on a given calendar day and ends on the following day shall be deemed to have taken place entirely on the day on which the technician began performing his services.

## **Chapter 12 Travel Time**

### **Commuting Travel Time**

#### **12.1 Calculation of Distances**

In this Chapter, where reference is made to a distance “by road”, that distance shall be established by consulting the Google Maps application and using the shortest proposed itinerary.

#### **12.2 Zones**

Commuting travel time shall not be remunerated where the services of the technician are performed at any place located:

- (a) a forty (40) kilometers by road or less from the Berri-UQAM Metro Station, where the technician’s services are retained by a producer whose head office is located in the Montréal metropolitan area;
- (b) a forty (40) kilometers by road or less from the intersection of the Robert-Bourassa Autoroute and Boulevard Laurier (i.e. Laval University), where the technician’s services are retained by a producer whose head office is located in the Québec City metropolitan area; or
- (c) in other cases, at a distance of forty (40) kilometers by road or less from the producer’s head office.

#### **12.3 Services Near the Place of Accommodation**

When the producer provides the technician with accommodation, commuting travel time shall not be remunerated where the technician’s services are performed at a place located forty (40) kilometers by road or less from the place of such accommodation.

#### **12.4 Services Near the Technician’s Residence**

The commuting travel-time outside of the zones described in Article 12.2 is not remunerated when the residence of the technician is located at twenty-five (25) kilometers or less of the location where the services of the technician are performed.

#### **12.5 Commuting Travel Time Where Accommodation Provided**

Where the production is shot outside the zones described in Article 12.2 and the producer provides accommodation, a single round trip shall be remunerated as commuting travel time.

#### **12.6 Commuting Travel Time between Two (2) Places of Accommodation**

Travel time between two (2) places of accommodation shall be remunerated as commuting travel time.

## **12.7 Commuting Travel Remunerated at the MHR and the Calculation of the Duration**

Where the technician is required to perform services outside the zones described in Articles 12.2, 12.3 and 12.4, commuting travel time shall be remunerated at the MHR, without giving rise to any overtime or penalties.

The commuting travel time shall be calculated from the limit of the relevant zone and shall be established by consulting the Google Maps application and using the normal travel time by the shortest proposed itinerary.

## **12.8 Commuting Travel Time and Services**

Where, in the same day, the technician both performs services and devotes time to travel, the commuting travel time may be included in the MGH negotiated for that day, up to the number of hours included in the negotiated MGH.

## **12.9 Shuttle Services**

The producer may provide shuttle services to technicians of the AQTIS crew in order to bring them to and from the place of crew call. In such cases, the producer shall advise the AQTIS crew and the AQTIS crew steward, in writing, of the shuttle's schedule and the place or places where it may be taken, at least twenty-four (24) hours in advance.

The technician must inform the producer if he intends to use the shuttle service, within the deadline mentioned in the written notice referred to in the foregoing paragraph.

## **Work Travel Time**

### **12.10 Work Travel Time**

Work-travel time shall be remunerated for travel between the production office and the place where the production vehicle is picked up and the place of shooting or, as the case may be, the crew call location which was the object of an agreement between the producer and the technician. All the time devoted to driving a production vehicle, at the producer's request, shall also be remunerated.

In addition to the foregoing, the technician who, at the end of his workday, does not have to return a production vehicle the place where he picked it up shall be entitled to remuneration calculated in accordance with Article 12.7 (i.e. as commuting travel time), for the whole time required to return to the place where he picked up the production vehicle at the beginning of his workday, including the time devoted to returning to within one of the zones specified in Article 12.2.

### **12.11 Driving Limits**

The producer may in no case impose on the technician the obligation of driving a vehicle beyond the limits permitted by the *Highway Safety Code*, CQLR c. C-24.2, the *Act respecting owners, operators and the drivers of heavy vehicles*, CQLR c. P-30.3, and the regulations adopted thereunder. Nor may he require him to drive the vehicle not complying with the standards established by the *Highway Safety Code*, CQLR c. C-24.2, unless he has obtained the required authorizations.

### **12.12 Work Travel Time Remunerated at the AHR**

Work travel time shall be remunerated at the AHR.

Where, in one and the same day, the technician both renders services and devotes time to work travel, the latter may be included in the MGH negotiated for that work day, up to the hours included in the negotiated MGH.

The services of the technician may also be retained, for a given work day, only for the purposes of work travel time. In such a case, the producer may remunerate the technician on a strictly hourly basis (i.e. without MGH), for as long and he makes sure to retain the services of the technician for at least three (3) hours during the day.

The foregoing paragraph shall not apply if the technician occupies the position of specialized chauffeur or chauffeur and, in such a case, the producer must make use of the terms and conditions specified in Article 10.4.

### **12.13 Costs Assumed by the Producer**

The producer shall assume all expenses for gasoline, parking and maintenance of the production vehicle. He shall refund them on presentation of vouchers.

### **12.14 Use of Personal Vehicles**

The producer who requests the technician to travel in or to use a personal vehicle for the purposes of the production, shall compensate the technician according to the allowance designated by *Revenu Québec* as the maximum deductible amount of tax-free allowances for the use of a personal vehicle, plus parking fees, where applicable.

At the time of signing this Agreement, that allowance is \$0.55 per kilometer.

On receipt of a notice from AQTIS to that effect, the AQPM shall inform its members of any updating of that allowance, within a period of thirty (30) days.



### **12.15 Transportation of Equipment or Material**

The producer who requests the technician to transport, using a personal vehicle, equipment or material weighing more than 100 kg, in addition to his personal basic tools, shall pay him an additional indemnity of twenty dollars (\$20) per day. Where applicable, the technician shall be solely responsible for insuring the personal vehicle for damages which may be caused to it during or on the occasion of such transportation. The producer shall assume no responsibility in that regard.

The responsibility for insuring production material during or on the occasion of such transportation shall, however, lie with the producer.

Notwithstanding the foregoing, the producer may not, at any time, impose on the technician the obligation to use a personal vehicle for any reason whatsoever.

### **12.16 Driver's License**

The technician to whom the producer entrusts the responsibility of a production vehicle must hold a valid driver's license at the time of his engagement. He must notify the producer without delay if his licence is suspended, cancelled or otherwise modified in a manner affecting the right to drive the vehicle entrusted to him.

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## **Chapter 13 Out-of-Town Expenses – Per Diem**

### **13.1 Services in the zones**

The producer shall not pay any *per diem* expenses where the technician performs his services within any of the zones described in Article 12.2.

### **Meal Allowances**

#### **13.2 Allowance Where No Meal Provided**

If the producer does not provide a technician with a meal during any of the meal periods granted in accordance with Chapter 10, he shall pay the technician an allowance at the following rates:

- Breakfast \$11.50
- Lunch \$18.50
- Supper \$28.00
- Any other meal \$18.50

These amounts shall be paid in cash to the technicians no later than their arrival on the set.

Notwithstanding the foregoing, in the cases provided for at Articles 10.39, 10.41, 10.43 and 10.44, the producer may not substitute a meal allowance and must provide the meal to the technician.

#### **13.3 Services Abroad**

In the case where a technician is called upon to perform services outside Canada, the producer shall adjust the meal allowances according to the equivalent amounts in the country visited (by reference to the “BigMac” index published annually by The Economist magazine), which may not be lower than the rate specified herein and must be paid prior to departure.

#### **13.4 Meals Eaten Abroad or While Travelling**

Where the technician is required to perform his services outside Quebec and/or to stay abroad for purposes of the production, the producer must provide him with a breakfast, a lunch and a supper every day or pay him corresponding meal allowances, whatever may be the duration of the services performed.

### **13.5 Lengthy Stays Outside the Zones**

Where the technician is required to stay outside the zones described in Article 12.2 for fifteen (15) consecutive days or more for the purposes of performing services, he shall receive an allowance of thirty dollars (\$30) per week or part of part of the week effective on the 16<sup>th</sup> day.

### **Accommodations**

#### **13.6 CAA Standards**

If the requirements of the production necessitate accommodating the technician, the producer shall make the reservations and pay for a place of accommodation complying with the norms of the CAA Quebec or any other equivalent standard.

If the production is shot in a context where reserving a standard place of accommodations is difficult, the producer must so indicate to the AQTIS crew before hand and take necessary measures to provide an appropriate place of accommodations for the technicians.

#### **13.7 Accommodations Where Services are Performed for More than 15 Hours**

In the case where the rendering of services exceeds fifteen (15) hours, including travel time, the producer shall provide the technician with accommodations on the night preceding or following that work day.

#### **13.8 Payment of Indemnity on a Weekly Basis**

Where a shooting lasts twenty-one (21) days or more, the producer may pay the allowances provided for in this Chapter at the beginning of each week of shooting.

## **Chapter 14 Remuneration**

### **14.1 Remuneration determined at the Conclusion of the Contract**

The BHR, the BDR or, where applicable, the flat rate remuneration of a technician shall be determined by the producer and the technician when the contract of engagement is concluded.

### **14.2 Applicable Minimum Remuneration**

Where the services of the technician are retained for the purposes of a fiction with a budget of \$456,000) or more, the basic hourly rate or, where applicable, the daily flat rate may not be lower than the minimum amounts stipulated in Appendix K.

Otherwise, the basic hourly rate or, where applicable, the daily flat rate may not be lower than the minimum amounts stipulated in Appendix L.

As appears from the said appendices, the minimum amounts stipulated there shall be subject to an increment of 1.5% as of October 1, 2016 and an incremental 1% as of January 1, 2018.

### **14.3 Pay Sheet**

The producer shall pay the technician's remuneration at regular intervals not exceeding fifteen (15) calendar days.

The pay sheet must include the following information:

- the technician's social insurance number, where the law so permits
- the technician's name and address
- the name of the production company, its address and its telephone and fax numbers
- the title of the production
- the Position occupied
- the time worked
- the total remuneration
- the deductions (individually)
- the net remuneration
- the annual vacation indemnity, where applicable
- the fringe benefits

Such pay sheet shall be separate from the cheque and may appear on a detachable stub or an attached sheet.

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## **Chapter 15 Security Deposit**

### **15.1 Security Deposit for Permittees and Trainees**

Every producer, permittee or trainee of the AQPM must, before the start of shooting, pay the AQTIS a security deposit, by certified cheque payable to AQTIS in trust, for an amount equal to the higher of:

- (a) ten percent (10%) of the remuneration guaranteed by the contracts of engagement of all the technicians whose services are retained for the production concerned and all withholdings and contributions stipulated in this agreement; or
- (b) the weekly or bi-weekly remuneration (depending upon the frequency of payments selected by the producer under Article 14.3 of the collective agreement) of all the technicians whose services are retained for the production concerned, calculated on the basis of the contracts of engagement, and increased by all the withholdings and contributions stipulated in this agreement.

### **15.2 Security Deposit in Case of Prior Default**

If a producer has already been found in default to pay the amounts of remuneration due to the technicians under this agreement, including withholdings and premiums, at the time of the first production, AQTIS may require such producer to pay a security deposit in an amount equal to the lesser of twenty percent (20%) of the value of the contracts of engagement or four (4) weeks of remuneration, of all the technicians whose services are retained for the production concerned, including all the withholdings and permits stipulated in this agreement.

### **15.3 Form of the Security Deposit**

The security deposit provided for at Articles 15.1 and 15.2 may take the form of an irrevocable letter of guarantee from a recognized Canadian banking or financial institution, at the option of the producer.

### **15.4 Information Relating to Permittees of the AQPM**

The AQPM shall notify AQTIS as soon as possible of any acceptance of a new permittee.

### **15.5 Services before Receipt of the Security Deposit**

No technician shall be required to honour his contract of engagement as long as the security deposit required by virtue of Articles 15.1 or 15.2 has not been received by AQTIS.

### **15.6 End of the Security Deposit**

The security deposit shall terminate where all the producer's financial obligations with respect to the technicians and AQTIS have been satisfied.

### **15.7 Withholding in the Case of a Dispute**

If a dispute arises regarding the application of this agreement between the AQTIS and the producer, AQTIS, at the end of the production, shall withhold from the security deposit an amount equivalent to the amount it is claiming. Such amount, however, may in no case be greater than the sums due to the technician and to AQTIS.

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## **Chapter 16 Notices**

### **16.1 Mode of Transmission of Notices**

Unless otherwise stipulated, all the notices provided for in this collective agreement shall be sent by certified mail, by fax, by e-mail or by messenger, to the address of the technician or of the producer indicated in the contract of engagement or, where applicable, to the address of the AQPM or of AQTIS.

In all cases, the sender must obtain and keep a proof of the date of receipt of the notice and keep of a copy of the notice for a period of at least one (1) year. In addition, he must permit its consultation by the other party where the latter so requests.

### **16.2 Computation of Deadlines**

The computation of deadlines shall be calculated by reference to the certified mail postmark or the date of receipt.

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION



## **Chapter 17 Collective Agreement**

### **17.1 Term of the Agreement**

This collective agreement shall come into force on October 5, 2015 and shall remain in force until September 30, 2018.

### **17.2 Transitional Period**

Notwithstanding the provisions of Article 17.1, contracts of engagement signed before October 5, 2015 and those of technicians whose services are retained for the purposes of a production the shooting of which began before that date shall remain governed by the collective agreement concluded on April 24, 2009 by AQTIS and the AQPM. The BHR or the BDR stipulated in such contracts shall, however, be increased, as of January 1, 2016, in order to be at least equivalent to the MHR or the minimum daily flat rate applicable under this agreement.

### **17.3 Notice of Bargaining**

Either of the parties may give a notice to the other of its intention to begin a negotiation of a new collective agreement within one hundred twenty (120) days preceding the expiry hereof.

### **17.4 Continued Effects of the Agreement**

Upon its expiry date, this collective agreement shall be renewed from day to day as long as a new agreement has not been signed or as long as neither of the parties has availed itself of the exercise of its right to strike or lock-out.

### **17.5 Appendices and Letters of Intent**

The appendices and letters of intent shall form an integral part of this collective agreement.

### **17.6 Severability**

This collective agreement shall not be invalidated by the nullity of any one or more of its clauses.

## Appendix A

### **Membership Procedure For Non-Member Producers**

[Voluntarily omitted, editing still underway]

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## Appendix B

### List of Positions Covered by the Agreement

Camera Department
Director of photography
Specialized camera operator ( <i>Opérateur de caméra spécialisée</i> )
Cameraman
Assistant cameraman ( <i>Assistant caméraman machiniste</i> )
1st camera assistant
2nd camera assistant
Clapper loader (alias 3rd camera assistant)
Camera operator
3D engineer
Stereographer
3D Technician (RIG)
Digital imaging technician
Digital 3D imaging technician
Still photographer
Video-assist operator
Assistant video-assist
Motion control programmer
Motion control technician
Data wrangler
Remote camera head technician ( <i>tech. de caméra à tête télécommandée</i> )
Drone Operator
Assistant Drone Operator
Hair Department
Key hair stylist
Hair stylist
Assistant hair stylist
Wigmaker
Continuity Department
Script supervisor
Assistant script supervisor
Costumes Department
Costume coordinator
Costume designer
Head Wardrobe master/mistress
Wardrobe master/mistress
Assistant wardrobe master/mistress

Wardrobe stylist
Key dresser
Dresser
Assistant dresser
Puppet designer
Seamstress
Specialized wardrobe technician
Wardrobe technician
Scenery Department
Set Department coordinator
SFX coordinator ( <i>Coordonnateur des effets spéciaux</i> )
Assistant art director
Key set decorator
Set decorator
Assistant set decorator
Set technician / swing
Head propsman
Propsman
Assistant propsman
Key greensman
Greensman
Assistant Greensman
Head scenic painter
Scenic painter
Assistant Scenic painter
Head painter
Painter
Assistant painter
Head plasterer
Plasterer
Assistant plasterer
Key sculptor-moulder
Sculptor-moulder
Assistant sculptor-moulder
Graphic artist
Head carpenter
Carpenter
Assistant carpenter
Special effects foreman
Special effects technician
Assistant SFX technician

Weapons wrangler
Vehicle coordinator
Lighting Department
Lighting director
Lighting designer
Chief lighting technician
Best boy lighting technician
Lighting technician
Lighting control console operator
Generator operator
Follow spot operator
Motorized lighting operator
Locations Department
Location manager
Assistant location manager
Location scout
Grip Department
Key grip
Best boy grip
Grip
Specialized Grip ( <i>Machiniste spécialisé</i> )
Camera crane grip operator
Make-Up Department
Key make-up artist
Make-up artist
Assistant make-up artist
Special effects make-up artist
Editing Department
Editor
Assistant editor
Sound editor
Assistant sound editor
Sound mixer
Computer graphic artist
Direction Assistance Department
TV assistant director
1 <sup>st</sup> assistant director
2 <sup>nd</sup> assistant director
3 <sup>rd</sup> assistant director
Production Assistance Department
Production assistant

Assistant coordinator
Production secretary
Set / Unit manager
Assistant unit manager
Craft person
Assistant craft person
Set / Unit director
Internal communications operator (RF) ( <i>Opérateur aux com. internet (RF)</i> )
Set production assistant
Production coordinator*
TV Control Room Department
Switcher
ISO Switcher
CCU operator
Teleprompter operator
Video tape operator
Slow motion operator
Video graphics technician
Sound Department
Sound effects technician
Sound recordist
Sound mixer
Boom operator
Sound mixer / Recordist assistant
Cable technician
Transport Department
Transportation coordinator
Specialized driver
Driver
Set runner

\* The position of “production coordinator” includes both the position of “production coordinator” and that of “television production coordinator”. It must be distinguished, however, from the position of “administrative coordinator” or “administrative production coordinator”, which is not covered by Section 1.2 of the ASA or by the Collective Agreement.

## Appendix C

### Scope of Sectors 1

**CONSIDERING** Article 3.1 of the collective agreement;

**CONSIDERING** Sections 34 and 35 of the *Act to amend the Act respecting the professional status and conditions of engagement of performing, recording and film artists and other legislative provisions*, S.Q. 2009, c 32;

**CONSIDERING** the agreement concluded on September 24, 2008 between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (IATSE) and AQTIS;

#### **THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. The concept of “sectors 1”, established by the Act of 2009 shall include all productions not included in the other sectors established by the said Act;
2. Accordingly, this concept includes, in particular, so-called “domestic” productions, so-called “foreign” productions (except for so-called “American” productions) and coproductions (except for coproductions principally financed by a so-called “American” producer);
3. For the purposes of the foregoing, the concept of “producer” refers to a person who is responsible for making decisions with respect to the conditions of engagement of artists and craftspersons;
4. It is possible that the person being considered as a “producer” within the meaning described in the foregoing paragraph may not be the same as the one who acts as producer within the meaning of the collective agreement;
5. For the purposes of paragraph 2 of this Appendix:
  - a) the concept of “domestic production” includes productions in which the producer (within the meaning of paragraph 3) is a legal person incorporated under a Canadian statute (federal or provincial) and whose head office or principal establishment is in Canada (i.e. a “Canadian producer”);
  - b) the concept of “foreign production” includes all productions, except for domestic productions;
  - c) the concept of “American production” includes productions in which the producer (within the meaning described in paragraph 3) is a legal person whose head office or

principal establishment is in the United States of America (i.e. a “American producer”);  
and

- d) the concept of “coproduction” includes all productions produced by more than one producer.

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION



## Appendix D

### Scope of Sectors 3

**CONSIDERING** Article 3.1 of the collective agreement;

**CONSIDERING** Sections 34 and 35 of the *Act to amend the Act respecting the professional status and conditions of engagement of performing, recording and film artists and other legislative provisions*, S.Q. 2009, c 32;

**CONSIDERING** the agreement concluded on September 24, 2008 between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (IATSE) and AQTIS;

#### **THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. The concept of “sectors 3”, established by the Act of 2009 includes so-called “independent” American productions having a so-called “low or moderate” budget, as well as productions in which the producer is one of the following corporations (without regard to budget):
  - a) Lions Gate Entertainment or any of its subsidiaries;
  - b) Walden Media or any of its subsidiaries;
  - c) Lakeshore Entertainment or any of its subsidiaries;
2. For the purposes of the foregoing, the concept of “producer” refers to a person who is responsible for making decisions with respect to the conditions of engagement of artists and craftspersons;
3. It is possible that the person being considered as a “producer” within the meaning described in the foregoing paragraph may not be the same as the one who acts as producer within the meaning of the Collective Agreement;
4. For the purposes of paragraph 1 of this Appendix:
  - a) the concept of “independent American production” includes productions in which the producer (within the meaning described in paragraph 2) is a legal person whose head office or principal establishment is in the United States of America (i.e. a “American producer”), except for corporations affiliated with any of the following consortiums:
    - News Corporation;
    - Walt Disney Company;
    - Viacom;

- Sony;
  - Time Warner; or
  - NBC Universal;
- b) The concept of “budget” refers to the total cost of the production (including work performed outside Quebec, but excluding the costs of distribution and promotion) established according to the budget in force on the first day of shooting, and a budget is considered as being “low or moderate” where:
- in the case of the televised series, the budget does not exceed:
    - \$1,615,000 for a 30-minute program
    - \$2,690,000 for a 60-minute program
  - in the case of another production, the budget does not exceed \$35,000,000.

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## Appendix E

### Système d'engagement des techniciens (System for Engaging Technicians)

[Voluntarily omitted, editing still underway]

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## **Appendix F**

### **Time Sheet**

[Voluntarily omitted, editing still underway]

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## Appendix G

### Remittance Form

[Voluntarily omitted, editing still underway]

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## Appendix H

### Production worksheet

[Voluntarily omitted, editing still underway]

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

# Appendix I - Standard Form Contract

ENGLISH VERSION – 8½ BY 14 – TWO-SIDED



Contract of engagement #

between the Producer

name of the producer	telephone #	fax #
name of the representative		email
address	city	postal code

and the Technician

name of the technician		AQTIS #	if applicable, name of the loan-out company	
address		city	postal code	
telephone #	email		SN	
date of birth	CST #	CST #	CST #	

Production Information

title of the production		applicable agreement	type of production
television budget	cinema budget	applicable minimum rates grid	origin of the producer

Terms of the Contract of engagement

position		department		MHR	BDR	
additional position		mode of engagement		work calendar (if engaged by the week)		
		starting date		termination date		
B/R	# of guaranteed days	type of MGH	# of guaranteed days	type of MGH	# of guaranteed days	type of MGH
# of DR	DR rate	Fair rate (art. 10.11 TV)		# days with OSH	# of OSH hours/day	total remuneration/guaranteed
hair styling allowance (per day of shooting)		make-up allowance (per day of shooting)		technological tools allowance		other allowances
Specific conditions						

In witness whereof, the parties hereto signed, this

Producer	Technician or Loan-out company
Signature of the representative	Signature of the technician
Name of the representative	Name of the Technician
Position of the representative	

This contract of engagement is subject to the provisions of one of the group agreements negotiated between the AQPM and AQTIS regarding theatrical productions, television productions or other productions and it cannot provide for conditions of engagement that are less advantageous than those stipulated in said group agreement without the express agreement of AQTIS



NU

This contract was completed with a form issued by the AOPM, which is only valid if it contains a contract number duly attributed by the AOPM. To obtain duly numbered forms, please communicate with the AOPM by phone (514 397 8600) or by email (aqtis@aqpm.ca).

This contract must be executed and signed, in four (4) copies, no later than the beginning of the first day on which the technician is called upon to perform services for the producer.

The producer must send AQTIS and the AOPM a copy of the contract of engagement no later than the day following the first day of shooting, and, thereafter, for any new engagement, within five (5) days following the date of signing by the producer and the technician. The signed copy can be transmitted by mail at the following addresses, but the producer is encouraged to simply transmit a duly filed electronic copy of the contract by email (in which case it is not required to provide a paper copy).

Association québécoise de la production médiatique (AOPM)  
1470, Peel street, suite 950, Tower A  
Montreal, Quebec, H3A 1T1  
aqtis@aqpm.ca

Alliance québécoise des techniciens de l'image et du son (AQTIS)  
533 East, Ontario street, suite 300  
Montreal, Quebec, H2L 1N8  
administration@aqtis.qc.ca

Except to the extent provided for in the group agreement, this contract of engagement cannot be terminated, cancelled, deferred or otherwise amended.

In accordance with the group agreement, any disagreement relating to the interpretation or the application of this contract of engagement must be entrusted to an arbitrator.

ENC.





Contract of engagement #

between the Producer

name of the producer		telephone #	fax #
name of the representative		email	
address	city		postal code

and the Technician

name of the technician		AQTIS #	if applicable, name of the loan-out company	
address		city	postal code	
telephone #	email		SSN	
date of birth	CST #	GST #	CST #	

Production Information

title of the production		applicable agreement	type of production
television budget	cinema budget	applicable minimum rates grid	origin of the producer

Terms of the Contract of engagement

position		department		MIR	DCR	
additional position		mode of engagement		work calendar (if engaged by the week)		
starting date		termination date				
BIR	# of guaranteed days	type of MGH	# of guaranteed days	type of MGH	# of guaranteed days	type of MGH
# of DR	DR rate	flat rate (art. 32.11 TV)	# days with OSH	# of OSH hours/day	total remuneration guaranteed	
hair styling allowance (per day of shooting)	make-up allowance (per day of shooting)	technological tools allowance		other allowances		
Specific conditions						

In witness whereof, the parties hereto signed, this

\_\_\_\_\_  
Signature of the representative

\_\_\_\_\_  
Signature of the technician

## Appendix J

### Protective Footwear

**CONSIDERING** Section 51 of the *Act respecting occupational health and safety*, CQLR c S 2.1;

**CONSIDERING** Section 344 of the *Regulation respecting occupational health and safety*, CQLR c S-2.1 r 13;

**CONSIDERING** Article 7.3 of the collective agreement;

**CONSIDERING** the special characteristics of the media production industry;

#### **THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. All the technicians occupying any of the positions mentioned in paragraph 5 of this Appendix are obliged to wear protective footwear conforming to the Protective Footwear Standard, CAN/CSA-Z195-02 when they are exposed to foot injuries by perforation, electric shock, the falling of heavy objects, burns or cuts or otherwise;
2. Unless the technician and the producer have jointly agreed to the contrary by reason of the special features of the production, technicians occupying any of the positions mentioned in paragraph 5 of this Appendix are presumed to be exposed to foot injuries where their presence is required on the set;
3. Technicians mentioned in the foregoing paragraph, as an essential condition of the conclusion of their contracts of engagement, must own at least one pair of protective footwear adapted to their feet and must agree to rent the said footwear to the producer at the fee hereinafter stipulated for the days when they must wear it, the whole in order that the producer may provide them with this individual protective equipment free of charge;
4. The fee for renting the protective footwear shall be \$0.80 a day and the cost of such rental shall be paid to the technician at the same time as his remuneration, the number of days of rental covered by payment to be an added mention on the pay sheet;
5. The technicians contemplated by this Appendix are all technicians of the following departments: camera, set, lighting, machinists and sound.

## Appendix K

### Minimum Rates Applicable in a Drama Production with a Budget of \$456,000 or more

Title of the Position	MHR as of October 5, 2015	MHR as of October 1, 2016	MHR as of January 1 2018	MDR as of October 5, 2015	MDR as of October 1, 2016	MDR as of January 1, 2018
Camera Department						
Director of photography	45.00	45.68	46.13	540.00	548.10	553.58
Specialized camera operator ( <i>Opérateur de caméra spécialisée</i> )	39.00	39.59	39.98	468.00	475.02	479.77
Cameraperson	39.00	39.59	39.98	468.00	475.02	479.77
Assistant cameraman ( <i>Assistant caméraman machiniste</i> )	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
1st camera assistant	28.00	28.42	28.70	N/A	N/A	N/A
2nd camera assistant	23.50	23.85	24.09	N/A	N/A	N/A
Clapper loader (alias 3rd camera assistant)	19.75	20.05	20.25	N/A	N/A	N/A
Camera operator	39.00	39.59	39.98	468.00	475.02	479.77
3D engineer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Stereographer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
3D technician (RIG)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Digital imaging technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Digital 3D imaging technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Still photographer	27.00	27.41	27.68	N/A	N/A	N/A
Video-assist operator	15.00	15.23	15.38	N/A	N/A	N/A
Assistant video-assist	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
Motion control programmer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Motion control technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Data wrangler	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Remote camera head technician ( <i>tech. de caméra à tête télécommandée</i> )	28.00	28.42	28.70	N/A	N/A	N/A
Drone Operator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Drone Operator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Hair Department						

Title of the Position	MHR as of October 5, 2015	MHR as of October 1, 2016	MHR as of January 1 2018	MDR as of October 5, 2015	MDR as of October 1, 2016	MDR as of January 1, 2018
Key hair stylist	27.85	28.27	28.55	334.20	339.21	342.61
Hair stylist	24.15	24.51	24.76	N/A	N/A	N/A
Assistant hair stylist	18.95	19.23	19.43	N/A	N/A	N/A
Wigmaker	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Continuity Department						
Scripte	27.45	27.86	28.14	N/A	N/A	N/A
Assistant scripte	16.50	16.75	16.91	N/A	N/A	N/A
Costumes Department						
Costume coordinator	22.00	22.33	22.55	264.00	267.96	270.64
Costume designer	32.00	32.48	32.80	384.00	389.76	393.66
Head wardrobe master/mistress	27.45	27.86	28.14	329.40	334.34	337.68
Wardrobe master/mistress	26.45	26.85	27.12	317.40	322.16	325.38
Assistant wardrobe master/mistress	20.45	20.76	20.96	245.40	249.08	251.57
Wardrobe stylist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key dresser	26.00	26.39	26.65	N/A	N/A	N/A
Dresser	20.90	21.21	21.43	N/A	N/A	N/A
Assistant dresser	17.75	18.02	18.20	N/A	N/A	N/A
Puppet designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Seamstress	17.40	17.67	17.84	N/A	N/A	N/A
Specialized wardrobe technician	20.45	20.76	20.96	N/A	N/A	N/A
Wardrobe technician	15.25	15.48	15.63	N/A	N/A	N/A
Scenery Department						
Set department coordinator	25.00	25.38	25.63	300.00	304.50	307.55
SFX coordinator ( <i>Coordonnateur des effets spéciaux</i> )	25.00	25.38	25.63	300.00	304.50	307.55
Assistant art director	24.15	24.51	24.76	289.80	294.15	297.09
Key set decorator	29.00	29.44	29.73	348.00	353.22	356.75
Set decorator	26.00	26.39	26.65	312.00	316.68	319.85
Assistant set decorator	21.00	21.32	21.53	N/A	N/A	N/A
Set technician / swing	21.00	21.32	21.53	N/A	N/A	N/A
Head propsman	27.45	27.86	28.14	329.40*	334.34*	337.68*
Propsman	26.00	26.39	26.65	300.00*	304.50*	307.55*
Assistant propsman	20.05	20.35	20.55	N/A	N/A	N/A
Key greensman	27.45	27.86	28.14	329.40	334.34	337.68
Greensman	19.75	20.05	20.25	237.00	240.56	242.96

Title of the Position	MHR as of October 5, 2015	MHR as of October 1, 2016	MHR as of January 1 2018	MDR as of October 5, 2015	MDR as of October 1, 2016	MDR as of January 1, 2018
Assistant greensman	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
Head scenic painter	27.45	27.86	28.14	N/A	N/A	N/A
Scenic painter	24.15	24.51	24.76	N/A	N/A	N/A
Assistant scenic painter	18.25	18.52	18.71	N/A	N/A	N/A
Head painter	26.00	26.39	26.65	N/A	N/A	N/A
Painter	21.20	21.52	21.73	N/A	N/A	N/A
Assistant painter	15.50	15.73	15.89	N/A	N/A	N/A
Head plasterer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Plasterer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant plasterer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key sculptor-moulder	27.45	27.86	28.14	329.40	334.34	337.68
Sculptor-moulder	23.30	23.65	23.89	279.60	283.79	286.63
Assistant sculptor-moulder	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
Graphic artist	23.05	23.40	23.63	276.60	280.75	283.56
Head carpenter	27.45	27.86	28.14	N/A	N/A	N/A
Carpenter	23.05	23.40	23.63	N/A	N/A	N/A
Assistant carpenter	15.40	15.63	15.79	N/A	N/A	N/A
Special effects foreman	27.45	27.86	28.14	N/A	N/A	N/A
Special effects technician	27.00	27.41	27.68	N/A	N/A	N/A
Assistant SFX technician	21.20	21.52	21.73	N/A	N/A	N/A
Weapons wrangler	27.45	27.86	28.14	329.40	334.34	337.68
Vehicle coordinator	22.00	22.33	22.55	264.00	267.96	270.64
<b>Lighting Department</b>						
Lighting director	45.00	45.68	46.13	540.00	548.10	553.58
Lighting designer	45.00	45.68	46.13	540.00	548.10	553.58
Chief lighting technician	27.50	27.91	28.19	N/A	N/A	N/A
Best boy lighting technician	25.25	25.63	25.89	N/A	N/A	N/A
Lighting technician	22.30	22.63	22.86	N/A	N/A	N/A
Lighting control console operator	25.25	25.63	25.89	N/A	N/A	N/A
Generator operator	23.40	23.75	23.99	N/A	N/A	N/A
Follow spot operator	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
Motorized lighting operator	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
<b>Locations Department</b>						
Location manager	25.00	25.38	25.63	300.00	304.50	307.55
Assistant location manager	18.70	18.98	19.17	224.40	227.77	230.04
Location scout	15.40	15.63	15.79	184.80	187.57	189.45

Title of the Position	MHR as of October 5, 2015	MHR as of October 1, 2016	MHR as of January 1 2018	MDR as of October 5, 2015	MDR as of October 1, 2016	MDR as of January 1, 2018
<b>Grip Department</b>						
Key grip	27.50	27.91	28.19	N/A	N/A	N/A
Best boy grip	25.25	25.63	25.89	N/A	N/A	N/A
Grip	22.30	22.63	22.86	N/A	N/A	N/A
Specialized grip ( <i>Machiniste spécialisé</i> )	25.25	25.63	25.89	N/A	N/A	N/A
Camera crane grip operator	25.25	25.63	25.89	N/A	N/A	N/A
<b>Make-Up Department</b>						
Key make-up artist	27.85	28.27	28.55	334.20	339.21	342.61
Make-up artist	24.00	24.36	24.60	N/A	N/A	N/A
Assistant make-up artist	18.95	19.23	19.43	N/A	N/A	N/A
Special effects make-up artist	27.85	28.27	28.55	334.20	339.21	342.61
<b>Editing Department</b>						
Editor	31.00	31.47	31.78	372.00	377.58	381.36
Assistant editor	20.50	20.81	21.02	N/A	N/A	N/A
Sound editor	31.00	31.47	31.78	372.00	377.58	381.36
Assistant sound editor	20.50	20.81	21.02	N/A	N/A	N/A
Sound mixer	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
Computer graphic artist	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
<b>Direction Assistance department</b>						
TV assistant director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
1st assistant director	30.00	30.45	30.75	360.00	365.40	369.05
2 <sup>nd</sup> assistant director	23.00	23.35	23.58	N/A	N/A	N/A
3 <sup>rd</sup> assistant director	18.70	18.98	19.17	N/A	N/A	N/A
<b>Production Assistance Department</b>						
Production assistant	15.40**	15.63**	15.79**	N/A	N/A	N/A
Assistant coordinator	18.70	18.98	19.17	224.40	227.77	230.04
Production secretary	19.20	19.49	19.68	N/A	N/A	N/A
Set/Unit manager	25.00	25.38	25.63	300.00	304.50	307.55
Assistant unit manager	18.70	18.98	19.17	224.40	227.77	230.04
Craft person	16.00	16.24	16.40	192.00	194.88	196.83
Assistant craft person	13.20	13.40	13.53	158.40	160.78	162.38
Set /Unit director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Internal communications operator (RF) ( <i>Opérateur aux com. internet (RF)</i> )	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

Title of the Position	MHR as of October 5, 2015	MHR as of October 1, 2016	MHR as of January 1 2018	MDR as of October 5, 2015	MDR as of October 1, 2016	MDR as of January 1, 2018
Set production assistant	17.00	17.26	17.43	N/A	N/A	N/A
Production coordinator***	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
TV Control Room Department						
Switcher	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
ISO switcher	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
CCU operator	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
Teleprompter operator	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
Video tape operator	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
Slow motion operator	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
Video graphics technician	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A
Sound Department						
Sound effects technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Sound recordist	30.75	31.21	31.52	369.00	374.54	378.28
Sound mixer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Boom operator	24.50	24.87	25.12	N/A	N/A	N/A
Sound mixer / Recordist assistant	16.50	16.75	16.91	N/A	N/A	N/A
Cable technician	15.40	15.63	15.79	N/A	N/A	N/A
Transport Department						
Transportation coordinator	25.00	25.38	25.63	300.00	304.50	307.55
Specialized driver	16.50	16.75	16.91	N/A	N/A	N/A
Driver	15.40	15.63	15.79	N/A	N/A	N/A
Set runner	Negotiable	Negotiable	Negotiable	N/A	N/A	N/A

\* The daily flat rate may only be used for services performed off the set.

\*\* If, during any given day, the producer retains the services of more than two (2) production assistants, the additional production assistants must benefit from a MHR of \$12 (\$12.18 as of October 1, 2016 and \$12.30 as of January 1, 2018).

\*\*\* The position of "production coordinator" includes both the position of "production coordinator" and that of "television production coordinator". It must be distinguished, however, from the position of "administrative coordinator" or of "administrative production coordinator", which is not covered by Section 1.2 of the ASA or by the Collective Agreement.

## Appendix L

### **Minimum Rates Applicable on a Non-Drama Production or Drama Production with a Budget of Less Than \$456,000**

Title of the Position	MHR as of October 5, 2015	MHR as of October 1, 2016	MHR as of January 1 2018	MDR as of October 5, 2015	MDR as of October 1, 2016	MDR as of January 1, 2018
Camera Department						
Director of photography	33.90	34.41	34.75	406.80	412.90	417.03
Specialized camera operator ( <i>Opérateur de caméra spécialisée</i> )	31.10	31.57	31.88	373.20	378.80	382.59
Cameraperson	28.00	28.42	28.70	336.00*	341.04*	344.45*
Assistant cameraman ( <i>Assistant caméraman machiniste</i> )	18.25	18.52	18.71	219.00	222.29	224.51
1st camera assistant	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2nd camera assistant	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Clapper loader (alias 3rd camera assistant)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Camera operator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
3D engineer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Stereographer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
3D technician (RIG)	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Digital imaging technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Digital 3D imaging technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Still photographer	24.35	24.72	24.96	292.20	296.58	299.55
Video-assist operator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant video-assist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Motion control programmer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Motion control technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Data wrangler	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Remote camera head technician ( <i>tech. de caméra à tête télécommandée</i> )	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Drone Operator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Drone Operator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Hair Department						
Key hair stylist	27.00	27.41	27.68	324.00	328.86	332.15
Hair stylist	26.00	26.39	26.65	312.00*	316.68*	319.85*
Assistant hair stylist	17.00	17.26	17.43	204.00	207.06	209.13



Title of the Position	MHR as of October 5, 2015	MHR as of October 1, 2016	MHR as of January 1 2018	MDR as of October 5, 2015	MDR as of October 1, 2016	MDR as of January 1, 2018
Wigmaker	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Continuity Department						
Script supervisor	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant script supervisor	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Costumes Department						
Costume coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Costume designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head wardrobe master/mistress	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Wardrobe master/mistress	20.50	20.81	21.02	246.00	249.69	252.19
Assistant wardrobe master/mistress	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Wardrobe stylist	22.00	22.33	22.55	264.00	267.96	270.64
Key dresser	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Dresser	17.65	17.91	18.09	211.80	214.98	217.13
Assistant dresser	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Puppet designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Seamstress	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Specialized wardrobe technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Wardrobe technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Scenery Department						
Set department coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
SFX coordinator ( <i>Coordonateur des effets spéciaux</i> )	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant art director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key set decorator	28.00	28.42	28.70	336.00*	341.04*	344.45*
Set decorator	27.00	27.41	27.68	324.00*	328.86*	332.15*
Assistant set decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Set technician / swing	18.25	18.52	18.71	219.00	222.29	224.51
Head propsman	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Propsman	19.60	19.89	20.09	235.20	238.73	241.12
Assistant propsman	17.50	17.76	17.94	210.00	213.15	215.28
Key greensman	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Greensman	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant greensman	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head scenic painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

Title of the Position	MHR as of October 5, 2015	MHR as of October 1, 2016	MHR as of January 1 2018	MDR as of October 5, 2015	MDR as of October 1, 2016	MDR as of January 1, 2018
Scenic painter	22.40	22.74	22.96	268.80	272.83	275.56
Assistant scenic painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head plasterer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Plasterer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant plasterer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key sculptor-moulder	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Sculptor-moulder	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant sculptor-moulder	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Graphic artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head carpenter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Carpenter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant carpenter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Special effects foreman	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Special effects technician	22.00	22.33	22.55	264.00	267.96	270.64
Assistant SFX technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Weapons wrangler	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Vehicle coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>Lighting Department</b>						
Lighting director	33.90	34.41	34.75	406.80	412.90	417.03
Lighting designer	33.90	34.41	34.75	406.80	412.90	417.03
Chief lighting technician	24.35	24.72	24.96	292.20	296.58	299.55
Best boy lighting technician	22.50	22.84	23.07	270.00	274.05	276.79
Lighting technician	19.75	20.05	20.25	237.00	240.56	242.96
Lighting control console operator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Generator operator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Follow spot operator	20.70	21.01	21.22	248.40	252.13	254.65
Motorized lighting operator	23.25	23.60	23.83	279.00	283.19	286.02
<b>Locations Department</b>						
Location manager	26.00	26.39	26.65	312.00	316.68	319.85
Assistant location manager	18.00	18.27	18.45	216.00	219.24	221.43
Location scout	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>Département des machinistes</b>						
Key grip	22.10	22.43	22.66	265.20	269.18	271.87

Title of the Position	MHR as of October 5, 2015	MHR as of October 1, 2016	MHR as of January 1 2018	MDR as of October 5, 2015	MDR as of October 1, 2016	MDR as of January 1, 2018
Best boy grip	20.15	20.45	20.66	241.80	245.43	247.88
Grip	18.25	18.52	18.71	219.00	222.29	224.51
Specialized grip ( <i>Machiniste spécialisé</i> )	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Camera crane grip operator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Make-Up Department						
Key make-up artist	27.00	27.41	27.68	324.00	328.86	332.15
Make-up artist	26.50	26.90	27.17	318.00*	322.77*	326.00*
Assistant make-up artist	24.35	24.72	24.96	292.20	296.58	299.55
Special effects make-up artist	28.45	28.88	29.17	341.40	346.52	349.99
Editing Department						
Editor	24.00	24.36	24.60	288.00	292.32	295.24
Assistant editor	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Sound editor	24.00	24.36	24.60	288.00	292.32	295.24
Assistant sound editor	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Sound mixer	24.00	24.36	24.60	288.00	292.32	295.24
Computer graphic artist	24.00	24.36	24.60	288.00	292.32	295.24
Direction Assistance Department						
TV assistant director	20.00	20.30	20.50	240.00	243.60	246.04
1st assistant director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
2 <sup>nd</sup> assistant director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
3 <sup>rd</sup> assistant director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Production Assistance Department						
Production assistant	12.00	12.18	12.30	144.00	146.16	147.62
Assistant coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Production secretary	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Set/Unit manager	26.00	26.39	26.65	312.00	316.68	319.85
Assistant unit manager	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Craft person	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant craft person	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Set /Unit director	28.00	28.42	28.70	336.00	341.04	344.45
Internal communications operator (RF) ( <i>Opérateur aux com. internet (RF)</i> )	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Set production assistant	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Production coordinator**	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

Title of the Position	MHR as of October 5, 2015	MHR as of October 1, 2016	MHR as of January 1 2018	MDR as of October 5, 2015	MDR as of October 1, 2016	MDR as of January 1, 2018
TV Control Room Department						
Switcher	24.35	24.72	24.96	292.20	296.58	299.55
ISO switcher	26.50	26.90	27.17	318.00	322.77	326.00
CCU operator	23.25	23.60	23.83	279.00	283.19	286.02
Teleprompter operator	19.05	19.34	19.53	228.60	232.03	234.35
Video tape operator	19.05	19.34	19.53	228.60	232.03	234.35
Slow motion operator	19.05	19.34	19.53	228.60	232.03	234.35
Video graphics technician	19.05	19.34	19.53	228.60	232.03	234.35
Département du son						
Sound effects technician	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Sound recordist	24.35	24.72	24.96	292.20	296.58	299.55
Sound mixer	24.35	24.72	24.96	292.20	296.58	299.55
Boom operator	20.35	20.66	20.86	244.20	247.86	250.34
Sound mixer / Recordist assistant	19.75	20.05	20.25	237.00	240.56	242.96
Cable technician	15.00	15.23	15.38	180.00	182.70	184.53
Transport Department						
Transportation coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Specialized driver	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Driver	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Set runner	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable

\* This identified daily flat rate shall be reduced by 10% if the services of the technician are retained for a non-drama production.

\*\* The position of “production coordinator” includes both the position of “production coordinator” and that of “television production coordinator”. It must be distinguished, however, from the position of “administrative coordinator” or of “administrative production coordinator”, which is not covered by Section 1.2 of the ASA or by the Collective Agreement.

**Letter of Agreement concerning the Act respecting Labour Standards**

[Voluntarily omitted, editing still underway]

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

## Letter of Agreement concerning Production Coordinators

In the negotiations surrounding the renewal of the Television and Film collective agreements, and the conclusion of a first New Media collective agreement, the parties discussed various questions, in order to update the list of positions governed the recognitions held by AQTIS and the list of positions covered by the collective agreements and, in that context, they discussed the question of production coordinators.

**THE PARTIES AGREED THAT** the position of production coordinator, which includes both the position of “production coordinator” and that of “television production coordinator” would continue to be governed by the recognitions held by AQTIS and the collective agreements, for various (notably historical) reasons.

**THE PARTIES, HOWEVER, ALSO AGREED THAT**, in fact, most, if not all, of the tasks historically entrusted to production coordinators could also be entrusted to “administrative coordinators” or to “administrative production coordinators”.

In this regard, **THE PARTIES AGREED**, notwithstanding the similarities which may exist between, on the one hand, the positions of “production coordinator” and of “television production coordinator” and, on the other hand, between those of “administrative coordinator” and of “administrative production coordinator”, these were different positions.

**THE PARTIES ALSO AGREED THAT**, notwithstanding Article 3.9 of the Television and Film collective agreements, Article 3.8 of the New Media collective agreement or any other provisions of the said agreements, the engagement of a person as a “administrative coordinator” or as a “production administrator coordinator”, rather than as a “production coordinator” or as a “television production coordinator” may not be contested by filing a grievance or otherwise, except in the following specific case:

- If a producer retains the services of any of the persons mentioned in the list exchanged by the parties during the negotiations (which contains the names of members of AQTIS presently working as “production coordinators” and as “television production coordinators”) to work as an “administrative coordinator” or a “administrative production coordinator” and if, despite a request to this effect, the producer does not provide, in the contract of such person, any provisions permitting the payment of contributions equivalent to those specified in Chapter 5 of the collective agreements concerned, the person concerned, by filing a grievance, may require that his engagement be considered as being in the capacity of “production coordinator” or of “television production coordinator” and that it be subject to the collective agreement concerned.

**THE PARTIES FINALLY AGREED THAT** the positions of “administrative coordinator” and of “administrative production coordinator” be covered by the exception provided for in the *in fine* paragraph of Section 1.2 of the *Act respecting the professional status and conditions of engagement of performing, recording and film artists*, CQLR c. S-32.1, and that the persons occupying those positions are therefore not artists within the meaning of the said Act, and

consequently are not contemplated by the recognitions held by AQTIS or by the collective agreements.

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION

**Letter of Agreement concerning the Impact of a Potential Restructuring of the AQTIS  
Retirement Plan**

In the negotiations surrounding the renewal of the Television and Film collective agreements and the conclusion of the first New Media collective agreement, AQTIS informed the AQPM that it was proposing to make changes to the structure and/or the operation of its group RRSP and that it was possible that the said changes would permit producers to realize certain savings, notably for reasons connected with taxation.

**THE PARTIES AGREED THAT** once AQTIS proceeds to make the proposed changes, it will hold good faith discussions, in order to assess the concrete impact of the said changes on producers and, in the event that the said impact would actually enable producers to realize certain savings, they will discuss in good faith the possibility of redistributing a portion of the said savings among the members of AQTIS. The said discussions may be held at *ad hoc* meetings convened by either of the parties or, failing that, in the Professional Relations Committee.

ENGLISH TRANSLATION - NOT AN OFFICIAL VERSION