

VIDEO COLLECTIVE AGREEMENT

BETWEEN



ASSOCIATION DES
PRODUCTEURS DE
FILMS ET DE
TÉLÉVISION DU
QUÉBEC

ASSOCIATION des PRODUCTEURS de FILMS
et de TÉLÉVISION du QUÉBEC

AND

ASSOCIATION des PROFESSIONNEL-LE-S
De la VIDÉO du QUÉBEC

REPRESENTED BY



ALLIANCE QUÉBÉCOISE des
TECHNICIENS de l'IMAGE et du SON

october 15, 2001 - october 1st, 2004

Including

The renewal of the AQTIS-APFTQ collective agreement (film)

and

Rates 2009-2010

IMPORTANT

Letter of Agreement respecting the renewal of the AQTIS-APFTQ collective agreement (video).

Please take note that this collective agreement has been extended by the Letter of Agreement respecting the renewal of the AQTIS-APFTQ collective agreement (video). The latter appears at the end of this document and includes the amendments made to the 2001-2004 AQTIS-APFTQ collective agreement (video), as well as the minimum salary scales for the years 2009 and 2010.

Warning

The official version of the present collective agreement was written in French. In case of incompatibility between the articles of this translated version and the original version, the latter shall prevail. This translation is made available without prejudice to the rights of the parties.

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CHAPTER 1 PURPOSE AND SCOPE

1.01

- a) This agreement is made, in part, pursuant to the *Act respecting the professional status and conditions of engagement of performing, recording and film artists* (R.S.Q., c. S-32.1) (hereinafter the “Act”) further to the recognition granted to the APVQ by the Commission de reconnaissance des associations d’artistes et des associations de producteurs (hereinafter the “Commission”) by its decision of July 12, 1993, for all positions recognized as those of artists on July 12, 1993, or by subsequent decisions;
- b) With respect to positions not recognized by the Commission as those of artists, this agreement is made pursuant to the *Civil Code of Quebec* (S.Q. 1991, c. 64).

1.02

This agreement is binding upon all producer belonging to of the APFTQ, whether regular, permittee or trainee members.

In the event that the APFTQ is recognized as a producers association under the Act, this agreement shall be binding upon all producers, whether or not members of the APFTQ, for the areas of activity in which the APFTQ is recognized, immediately upon recognition.

1.03

This agreement pertains and applies to all technicians, including those providing their services through a corporation, hired by a producer for the production of an audiovisual work in video or digital format for which the primary market is broadcast (live or delayed) or theatrical release, for the following positions:

- a) for drama productions recorded in film style, the agreement applies to the positions listed in Table 1 of Appendix D
- b) for other productions, the agreement applies to the positions listed in Table 2 of Appendix D

1.04

This agreement does not apply to the production of video clips, or to the production of commercials or infomercials.

1.05

This agreement does not apply to a producer’s permanent employees.

1.06

This agreement does not apply to the production of sports programs.

1.07

The list of positions covered by this agreement does not constitute a hiring minimum and shall not be interpreted as such.

1.08

The producer may not hire a technician for two simultaneous positions for a production unless the two positions are related in nature and the workload of the positions combined remains reasonable.

In such case, the technician is paid at whichever hourly rate of the two positions is higher.

For greater clarity, the parties agree that the position of director of photography encompasses various camera and lighting tasks without constituting two simultaneous positions.

The positions of make-up artist and hairdresser may be combined only if the producer hires a single person as make-up artist or hairdresser for a production, in which case the technician is paid a premium equivalent to 25% of the BHR for each hour of work, in addition to any applicable allowances mentioned in Section 8.11. This premium is not taken into consideration for purposes of calculating overtime or the rate increases provided for herein.

1.09

The purpose of this collective agreement is to establish the minimum working conditions for technicians holding any of the positions to which it applies, to promote harmonious relations between the parties and to set out a procedure for settling grievances.

1.10

The hiring of a technician for one position does not preclude that person performing tasks belonging to other positions.

The majority of a technician's work time on a production must always be devoted to tasks belonging to the position for which the technician was hired.

1.11

Trainees are not governed by the provisions of this agreement. However, the APVQ may file a grievance if it deems a technician not to be a trainee within the meaning of this agreement. The burden shall then be upon the APFTQ to demonstrate that the technician is a trainee within the meaning of this agreement.

CHAPTER 2 DEFINITIONS

In this agreement, unless otherwise indicated by the context, the following terms shall have the meaning indicated:

ALLOWANCE: An additional amount paid to technicians to reimburse expenses.

APFTQ: Association des producteurs de films et de télévision du Québec [Quebec film and television producers association].

APFTQ REPRESENTATIVE: A person not belonging to a production company, duly mandated by the APFTQ and competent to act on its behalf.

APPLICABLE HOURLY RATE (AHR): The effective hourly rate that takes into account the rate increases applicable hereunder.

APVQ: Association des professionnel-le-s de la vidéo du Québec [Quebec video professionals association].

APVQ CREW: All technicians hired by the producer in one or more positions covered by this agreement.

APVQ MEMBER: A technician who has been admitted to the APVQ in accordance with its statutes and regulations, and who is not under suspension or expulsion from the APVQ.

APVQ PERMITTEE: Any technician to whom the APVQ has issued a work permit.

APVQ REPRESENTATIVE : A person not belonging to the APVQ crew, duly mandated by the APVQ and competent to act on its behalf.

APVQ SET CREW: All APVQ technicians hired by the producer whose functions require their presence on the recording set.

APVQ DELEGATE: The spokesperson of the APVQ crew.

BASIC HOURLY RATE (BHR): The hourly rate set out in the employment contract.

COPRODUCTION: An audiovisual work jointly produced with a foreign producer within the framework of an official international agreement or an agreement signed under the *Act respecting the Société de développement des entreprises culturelles* (R.S.Q., c. S-10.002).

DOCUMENTARY: An audiovisual production that takes a non-fictional approach to representing reality, informs the audience and offers a critical analysis, a personal viewpoint or an in-depth examination of a given subject. Drama and variety techniques may be used in a documentary to convey or illustrate the intended information.

DRAMA: An audiovisual production wholly composed of one or more scripted plot lines interpreted by one or more actors, puppets or animated characters staged using performance or acting directorial techniques. This includes, but is not limited to, series, mini-series, TV movies, feature films, sitcoms, sketch comedies and *téléromans* (evening soaps).

EMPLOYMENT CONTRACT: A written agreement between a producer and a technician by which the producer retains the services of the technician for a specific production and a specified period, and which sets out the position, the remuneration and the working conditions. (Form consistent with Appendix A hereto).

FLAT RATE: An agreement between a producer and a technician establishing the technician's remuneration on a daily basis or, if applicable, for all work to be done off set.

FORCE MAJEURE: An unforeseeable, event that prevents either of the parties from fulfilling an obligation. For the purposes of this agreement, force majeure includes the bankruptcy or withdrawal of a major investor or of the broadcaster making it impossible to continue the production.

GUARANTEED WORKDAY: A workday for which the producer contracts a technician's services in advance and agrees to pay the technician.

INDEMNITY: Remuneration paid as an employee benefit or as the result of a contract change.

MAGAZINE: An audiovisual production comprising several distinct segments under a general title, dealing with one or more subjects and hosted by one or more hosts or reporters.

MINIMUM HOURLY RATE (MHR): The minimum hourly rate applicable for a position as stipulated herein.

PENALTY: An amount paid in compensation for exceeding the time periods established herein or, as the case may be, because of a delay in fulfilling an obligation provided for herein.

PERFORMANCE RECORDING: A recording of a stage performance by one or more performers (musician, singer, actor, comedian, etc.), excluding performances before non-paying audiences or that would not take place in the absence of broadcast recording.

PERMANENT EMPLOYEE: A salaried worker who, either upon hiring or after completing a trial period, is assured of steady employment for an indeterminate period. Such job stability is never absolute; it may be reconsidered for economic, disciplinary or administrative reasons.

PREMIUM: Additional remuneration paid to a technician due to specific work circumstances.

PRODUCER: Any producer who is a regular, permittee or trainee member of the APFTQ. Within the meaning of this agreement, a producer is deemed anyone to whom the APFTQ issues contracts for a specific production, solely for the purposes of that production, subject to Letter of Agreement No. 4.

PRODUCTION: An audiovisual work for which a technician is hired. Also designates all of the phases necessary to create an audiovisual work within the limits of pre-production, recording and postproduction.

RECORDING: The act of recording an audiovisual work on video or electronic medium, including shooting in film style.

RECORDING SET: The location of a part or the whole of an audiovisual production.

SERIES: An audiovisual production primarily destined for the television market and that includes two or more episodes sharing all of the following characteristics:

- the same technical and artistic structure
- an environment or situation common to all episodes
- distributed and financed as a single, distinct production

SERVICE PROVIDER: A company that specializes in renting equipment, ~~or~~ furnishing technical personnel or supplies, and that is not responsible for the overall production.

CREW CALL (for productions other than drama recorded in film style): The time at which the majority of the APVQ set crew is called. The technicians hired with an MHG (minimum hours guarantee) 5 are excluded from the calculation of the majority, except if the majority of the APVQ crew is hired with an MHG 5.

CREW CALL (for drama productions recorded in film style): The time at which the majority of the APVQ set crew is called, which shall be no more than two (2) hours after the first set technician's call and no later than the majority camera crew call.

In special cases requiring more than two (2) hours of preparation before the majority camera crew call, the technicians called for preparation shall not be considered first on the set. These technicians are entitled to a rate increase of one hundred (100%) percent of the AHR for the time worked prior to the two (2) hours preceding the majority camera crew call.

SPORTS PROGRAM: An audiovisual production undertaken primarily for the transmission or retransmission of one or more sports events, in live or delayed broadcast, with or without editing, and with or without commentary or hosting.

STUDIO: Premises or space installed for recording purposes, which houses a set that could be reconstructed in another location.

TECHNICIAN: A person covered by this agreement, as provided for under Section 1.03.

TIME SHEET: Form consistent with Appendix B hereto on which the technicians record and initial their actual hours of work for each full or partial week in the spaces provided. This form is used to calculate the technicians' remuneration.

TRAINEE: Any person, paid or unpaid, authorized by the producer and the technician-trainer to participate in one or more stages of the production either as part of an internship organized by a recognized training institution, or following training or relevant experience or, failing that, with the written agreement of the APVQ. A trainee may not take the place of a member or a permittee on the crew.

TRAVEL TIME – COMMUTING: The time required for technicians to travel to and from their designated place of work.

TRAVEL TIME – WORK: The time spent by technicians driving a vehicle during a workday, at the producer's request, as described in Section 12.09 hereof.

VARIETY SHOW: An audiovisual production, at least two thirds of which is composed of performances by singers, comedians, imitators, circus performers, mimes, magicians, dancers or musicians.

WRAP CALL: The time at which the majority of the APVQ set crew is dismissed.

CHAPTER 3 MUTUAL RECOGNITION

3.01

The APFTQ and its members recognize the APVQ as the sole bargaining agent and representative of all technicians working in any of the positions covered by this agreement in accordance with Section 1.03. The APVQ represents and warrants that it is mandated by all of its members for the purposes of concluding and applying this collective agreement.

3.02

The APVQ and its members recognize the APFTQ as the sole bargaining agent and representative of its regular, trainee or permittee producer members. The APFTQ represents and warrants that it is mandated by all of its members headquartered in Québec for the purposes of concluding and applying this collective agreement.

3.03

Insofar as the APFTQ is recognized as a producers association under the Act, the APVQ and its members shall recognize the APFTQ as the sole bargaining agent and representative of all producers working within the areas of activity for which it is legally recognized.

3.04

The APFTQ and the APVQ recognize the principle that a single collective agreement shall apply throughout Québec for the scope described in Chapter 1 hereof.

3.05

Any production that falls within the scope described in Chapter 1 is subject to the provisions of this agreement.

3.06

Unless otherwise stipulated herein, the producer shall hire exclusively technicians who are members or permittees of the APVQ.

3.07

Under no circumstances may a producer and a technician modify the position titles set out herein.

PERMITTEES

3.08

The number of permittees may not exceed fifteen (15%) percent of the total number of APVQ crew technicians per day.

Notwithstanding the preceding paragraph, when the APVQ crew includes nine (9) technicians or less, the producer may hire one (1) permittee.

3.09

For the sole purposes of Section 3.08, the following technicians shall not be considered APVQ permittees:

- a) technicians who, on October 15, 2001, had APVQ permittee status;
- b) technicians who are members in good standing of the Syndicat des techniciennes et techniciens du cinéma et de la vidéo du Québec;

- c) technicians hired to replace a member of the APVQ;
- d) in the case of recordings outside the zone described in Section 12.02, technicians living outside the zone, unless they hold a recognized artist position.

For greater clarity, the technicians mentioned in Paragraphs a), b), c) and d) are nonetheless included in the APVQ crew to which Section 3.08 refers.

3.10

For failure to comply with Sections 3.08 and 3.09, the producer shall pay to the APVQ a penalty equivalent to ten percent (10%) of the excess permittees' BHR for each hour covered by their MHG.

3.11

If, after consultation with the APVQ, none of the member technicians available for a given position satisfies the specific requirements of the production, the burden of proof shall lie with the producer. If such proof is established to the APVQ's satisfaction, the provisions of Section 3.10 shall not apply.

3.12

Any producer headquartered in Québec wishing to hire a technician in a position covered by Section 1.03 must be or must become a regular, permittee or trainee member of the APFTQ for the purposes of the production.

3.13

All technicians belonging to the APVQ agree not to accept employment from a private-sector producer headquartered in Québec for a production that falls within the scope of this agreement, as described in Chapter 1, unless that producer adheres to this agreement by becoming a regular, trainee or permittee member of the APFTQ.

3.14

Any producer headquartered outside Québec wishing to hire a technician for a production that falls within the scope of this agreement, as described in Chapter 1, shall obtain an authorization issued and signed by the APVQ and the APFTQ.

To obtain such authorization, the producer must pay a fee equal to one (1%) percent of the technician payroll, or one thousand (\$1,000) dollars, whichever amount is greater. This amount is shared equally by the APFTQ and the APVQ.

3.15

Foreign (non-Canadian) technicians hired for the purposes of an official coproduction are not subject to the provisions of this collective agreement.

3.16

Conditionnal to the approval of the APVQ, a permanent employee of a Canadian broadcaster may be recognized as a permittee within the meaning of this agreement.

The APVQ shall grant this authorization only if there is no qualified APVQ member available to fill the position in question.

Permanent, full-time employees of a service provider are not recognized as permittees within the meaning of this agreement.

3.17

Notwithstanding the provisions of Section 3.06, the producer may:

- a) use the services of a service provider to have pre-production or postproduction work done. The producer shall so notify the APVQ in writing;
- b) use the services of employees supplied by the broadcaster for which the production is destined or by a service provider directly related to the broadcaster. The producer shall so notify the APVQ in writing;
- c) use the services of technicians of a service provider bound by a collective agreement with the APVQ;
- d) use the services of a service provider for work done on the recording set.

In such case, the service provider may not provide the services of more than four (4) technicians permanently employed by the service provider or majority shareholders

The producer agrees to ask the service provider not to supply freelance technicians.

3.18

Notwithstanding Section 3.06, the producer may use the sponsored services of a make-up artist or hairdresser. In such case, the work must be performed at the sponsor's place of business.

3.19

In the case of a recording or a production taking place outside Québec, the collective agreement applies to the technicians hired in Québec to work outside Québec.

If need be, the applicable provisions may be modified by a written dispensation signed by the APFTQ and the APVQ prior to the departure of the technician abroad .

3.20

In the case of a performance recording, only the broadcast technicians required for the production are subject to the collective agreement.

All stage technicians hired for the stage production and stage work are not subject to the collective agreement.

However, as of the day of camera rehearsal and during the recording, the technicians holding the following positions become subject to the collective agreement:

- Make-up artist
- Hairdresser
- Follow spot operator, lighting console operator, motorized projector operator
- Lighting designer, if responsible for adapting the original lighting plan for the recording or acting as director of photography on the day of the recording
- Stage/Set manager (for mobile control unit)
- Video stagehand (television)
- Gaffer
- Electrician / lighting technician

The parties recognize that the function performed by the vision switcher is not covered by the collective agreement.

Notwithstanding the foregoing, and subject to the provisions pertaining to service providers, the stage technicians supplied by the renter of the hall for the production of the performance to be recorded are not subject to the collective agreement.

CHAPTER 4 RIGHT TO MANAGE

4.01

The APVQ recognizes the producer's exclusive right to manage and direct the production company and to perform to that end all the management functions necessary to running a business. All rights and privileges not specifically ceded or limited by this agreement are reserved to the producer.

4.02

This collective agreement does not shield the production company 's administrators from the shared responsibility they may incur towards the technicians for payment of any amount of money due pursuant to the application of Section 96 of the *Companies Act* (R.S.Q. c. C-38) or of Section 119 of the *Canada Business Corporations Act* (R.S. 1985, c. C-44).

In such case, the grievance and arbitration procedures provided for herein shall not apply, and the technicians, or the APVQ on their behalf, reserve all right to legal recourse.

4.03

Upon request by the APVQ, the producer shall provide the name and contact information of the completion guarantor.

CHAPTER 5 ASSOCIATION RIGHTS

NON-DISCRIMINATION

5.01

The producer may not refuse to hire nor dismiss, intimidate, threaten, disadvantage or impose any other measure or sanction on a technician because of the technician's exercise of any right conferred by this agreement or by law.

The producer shall not in any way attempt to deter a technician's perceived or actual exercise of a right conferred by this agreement or by law.

5.02

Producers and technicians are equally entitled to the recognition and exercise 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, disability or use of a means to compensate for a disability, subject to distinction or preference based on the aptitudes or skills required for the work.

PROFESSIONAL DUES AND PERMIT FEES

5.03

The producer agrees to deduct from the pay of every technician, free of charge, the professional dues determined by the APVQ and calculated on the total remuneration due, less allowances, for each pay period.

5.04

The producer agrees to deduct from the pay of every APVQ permittee technician, free of charge, the permit fee determined by the APVQ.

5.05

The producer agrees to comply with any change to professional dues rates or permit fee costs that may occur during the term of this agreement, provided that the APVQ gives the APFTQ thirty (30) days prior written notice of such change.

5.06

The authorization form for the deduction of professional dues and, as applicable, permit fees is incorporated into the employment contract appearing in Appendix A.

As a condition of hiring, all technicians must sign this authorization.

5.07

If, for any reason, a technician's professional dues or permit fees, as applicable, are not deducted at the time the remuneration is paid, the producer pays the amount of the dues or fees directly to the APVQ.

The producer may claim reimbursement of said dues or permit fees from the technician within twelve (12) months of making payment, failing which the claim is barred.

Upon agreement with the technician concerned and during this twelve (12) month period, the producer may deduct said dues or permit fees from the technician's subsequent pays. In the absence of an agreement, the reimbursement period is double the period during which the deductions were not made.

5.08

The amounts deducted under Section 5.03 or 5.04, or paid by the producer in accordance with Section 5.05, are remitted directly to the APVQ no later than the fifteenth (15th) day of the month following deduction, along with the time sheets and a complete report of each member or permittee technician's income and deductions, as they appear in Appendix C hereto.

In the event of arrears, the producer shall pay monthly interest of two (2%) percent, calculated daily on the outstanding amount.

After one month in arrears, the producer shall pay, as a penalty, monthly interest of ten (10%) percent, calculated daily on the outstanding amount.

Outstanding amounts are deemed remitted to the APVQ on the date of the postmark, if sent by mail, or upon receipt by the APVQ.

APVQ CREW DELEGATE

5.09

The APVQ crew chooses a crew delegate from among their members, and this crew delegate informs the producer and the APVQ of their choice.

On sets where a swing gang is working, there may be a separate crew delegate for that crew.

5.10

The APVQ crew delegate must be a member of the APVQ and have at least two (2) years experience as a technician.

5.11

The APVQ crew delegate is responsible for the application of the collective agreement on the set as expressly empowered herein.

The APVQ crew delegate may not authorize any exemption from the agreement and must refer any other question concerning the application or interpretation of the collective agreement to the APVQ.

5.12

The APVQ crew delegate may meet with the producer and consult the APVQ crew members, by ballot vote or other means, during meal periods.

5.13

Except with the agreement of the APVQ and in those cases provided for in the second paragraph of Section 5.09, there may never be more than one crew delegate per set.

5.14

Once the APVQ confirms the crew delegate's election in writing, the APVQ crew delegate is exempted from paying professional dues.

5.15

The producer agrees not to take disciplinary or discriminatory action against the APVQ crew delegate as a result of the crew delegate's election as such or of the crew delegate's exercise of related duties.

APVQ REPRESENTATIVES

5.16

By appointment, and without hindering the production, one or more APVQ representatives, in reasonable number, may meet with the producer or the producer's representative on matters pertaining to the application or interpretation of the collective agreement.

5.17

Outside working hours, one or more APVQ representatives may come onto the recording set or any other location controlled by the producer where the technicians work to meet with them. In such case, the meeting is held in the most favourable location.

One or more APVQ representatives, in reasonable number, may also meet with the technicians during working hours, without hindering the production.

Except in serious or urgent circumstances, they give the producer or the producer's representative direct verbal notice prior to their visit.

CHAPTER 6 EMPLOYMENT CONTRACT

SIGNATURE OF EMPLOYMENT CONTRACT

6.01

The producer or the producer's authorized representative completes all sections of the employment contract appearing in Appendix A, has it signed by the technician no later than the start of the technician's first workday, gives the technician one (1) copy upon signature and forwards the other copies as per Section 6.02.

6.02

Each employment contract is drawn up in four (4) copies:

- a) one (1) for the producer
- b) one (1) for the technician
- c) one (1) for the APFTQ
- d) one (1) for the APVQ

6.03

No change to an employment contract will be valid and enforceable unless it is made in writing and initialled by the technician and the producer and forwarded in four (4) copies to the parties mentioned in Section 6.02.

6.04

The producer shall forward the APVQ's copy of each employment contract to the APVQ no later than the day after the first day of recording and, subsequently, for any new hire, within five (5) days of the date of signature by the producer and the technician.

6.05

When the APVQ finds that a producer has failed to deliver one or more employment contracts within the prescribed time, it sends a written notice enjoining the producer to forward all missing contracts without delay.

If the producer's lateness persists more than ten (10) days after the written notice and is not due to a technician, the APVQ may then claim from the producer a penalty of five (\$5) dollars per late-delivered contract per ten (10) day late period.

The penalty is remitted to the APVQ using the remittance form appearing in Appendix C hereto.

6.06

Within five (5) days of the end of the production, the producer shall forward to the APFTQ any employment contract forms that have been cancelled or spoiled, for whatever reason, bearing the mention "cancelled."

On the fifteenth (15th) day of each month, or the first (1st) working day thereafter, the APFTQ shall forward to the APVQ copy of any cancelled forms it has received.

6.07

No employment contract may contain provisions that are less advantageous than those provided for herein.

INFORMATION

6.08

The producer shall act with reasonable diligence to inform the APVQ of any new production for which the producer is responsible prior to the start of recording.

6.09

On request by the APVQ, the producer shall also forward the following information and documents to the APVQ, when they are available: precise name, address and numbers of the production company, names of the persons representing the producer for the purposes of the production, planned recording period and changes to location and recording dates.

When used in a production, and on request, the producer shall also forward the list of technicians and a copy of the call sheet or similar document,

TERMINATION OF EMPLOYMENT CONTRACT FOR CAUSE

6.10

The producer may terminate a technician's employment contract during execution for good and sufficient cause, with the burden of proof falling on the producer. In such case, the producer shall, within the following two (2) days, give written notice to the technician, with copy to the APVQ, specifying the reasons for the termination.

6.11

If the producer finds that a technician does not satisfy the specific requirements of the production, the producer must give the technician prior written notice of contract termination, with copy to the APVQ.

This notice is given in order to allow the technician to correct the situation, insofar as possible.

Advance notice shall be at least one workday for employment contracts guaranteeing from six (6) to nine (9) days of work, at least three (3) workdays for employment contracts guaranteeing ten (10) days of work or more, and at least five (5) workdays for employment contracts guaranteeing twenty-five (25) days of work or more.

For technicians with an employment contract guaranteeing from one to five days of work, the producer serves the contract termination notice and must pay the technician for the balance of the current day's guaranteed work hours. The producer so informs the APVQ in writing.

The notice period is paid whether the technician has worked or not.

Except in circumstances where replacement would encumber the operations of the crew, the producer replaces the technician whose employment contract has been terminated.

RESCISSION OR TERMINATION OF EMPLOYMENT CONTRACT

6.12

An employment contract may be rescinded, if the work has not begun, or terminated without indemnity, in the following cases:

- a) in the case of force majeure
- b) by the technician, for reason of accident or illness attested by a medical certificate delivered by the technician's physician. The producer may designate another physician to re-examine the technician, at the producer's expense.
- c) by mutual agreement of the producer and the technician stated in writing, with copy forwarded to the APVQ

6.13

An employment contract may be rescinded by the producer or by the technician prior to the start of work for a reason other than those set out in Section 6.12, under the following conditions:

- a) without indemnity, if rescission occurs at least ten (10) days prior to the technician's first scheduled workday
- b) if rescission occurs between the ninth (9th) day and the fourth (4th) day prior to the technician's first scheduled workday, the rescinding party shall pay the other party, as indemnity, fifty (50%) percent of the total value of the guaranteed days provided for in the employment contract
- c) if rescission takes place between the third (3rd) day prior to and the planned date of the technician's first workday, the rescinding party shall pay the other party, as indemnity, one hundred (100%) percent of the total value of the guaranteed days provided for in the employment contract

CANCELLATION OF DAYS

6.14

The producer or the technician may cancel a day provided for in the employment contract without indemnity, in the following cases:

- a) in the case of force majeure
- b) by mutual agreement of the producer and the technician

6.15

If the number of days guaranteed in the employment contract is at least two (2) and at most ten (10), the producer or the technician may cancel a single day for a reason other than those provided for in Section 6.14.

6.16

If the number of days guaranteed in the employment contract exceeds ten (10), the producer or the technician may cancel a maximum of ten (10%) percent of the number of days guaranteed in the employment contract for a reason other than those provided for in Section 6.14.

6.17

In the two cases mentioned in Sections 6.15 and 6.16, the following conditions shall apply:

- a) without indemnity, if the cancellation occurs at least seven (7) days prior to the scheduled work date
- b) if the cancellation occurs between the sixth (6th) day and forty-eight (48) hours prior to the scheduled work date, the cancelling party shall owe the other party, as indemnity, fifty (50%) percent of the cancelled day's remuneration provided for in the employment contract
- c) if the cancellation occurs less than forty-eight (48) hours prior to the scheduled work date, the cancelling party shall owe the other party, as indemnity, one hundred (100%) percent of the cancelled day's remuneration provided for in the employment contract
- d) the party wishing to cancel a day must inform the other party in writing within the applicable time limits, failing which the first party shall owe the other party the indemnity mentioned in Paragraph b) or c)
- e) the producer may recover the indemnity provided for in Paragraphs b) and c), namely by means of reimbursement from remuneration owed to the technician

REPLACEMENT

6.18

Unless otherwise indicated in the employment contract, technicians may not have another technician replace them without the producer's prior written authorization, which shall be refused only with reasonable justification.

Authorization for replacement must be requested at least seven (7) days before the scheduled workday.

JUSTIFIED ABSENCE

6.19

A technician's absence during the term of contract is justified by serious reasons. The technician must notify the producer at least twenty-four (24) hours in advance, except for reasons of illness or circumstances unforeseeable or out of the technician's control, in which case the technician must notify the producer as soon as possible, failing which the provisions of Paragraph c) of Section 6.17 shall apply.

POSTPONEMENT OF WORKDAY

6.20

The producer may postpone one (1) day provided for in the employment contract. In such case, the producer shall inform the technician at least twenty-four (24) hours prior to the start of work, barring circumstances out of the producer's control.

6.21

Insofar as possible, the producer must take into account the technician's commitments with other producers before rescheduling the postponed day to allow the technician to respect such commitments.

6.22

Barring exceptional circumstances, the producer must notify the technician of the rescheduled date no later than thirty (30) days after the postponement, and the rescheduled day must occur within six (6) months of the postponement, failing which the producer shall pay the full day as a penalty.

6.23

If the technician is not available on the rescheduled date, the producer and the technician are freed of their respective obligations with respect to that day.

CHAPTER 7 HEALTH, SAFETY AND INSURANCE

HEALTH AND SAFETY

7.01

Producers must be registered with the CSST [Quebec occupational health and safety board] if they use the services of one or more technicians not working through a corporation.

7.02

Technicians providing their services to the producer through a corporation must be registered with the CSST.

7.03

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

7.04

The producer and the technician agree to comply with their obligations under the terms of the *Act respecting occupational health and safety* and the *Act respecting industrial accidents and occupational diseases*, and of the regulations adopted under their authority.

7.05

The producer and the technician agree to comply with the *Règles de sécurité pour l'industrie du cinéma et de la vidéo du Québec* [Safety rules for the Quebec film and video industry] established by the Joint Committee on occupational health and safety.

INSURANCE

7.06

The producer must maintain civil liability insurance of at least one million (\$1,000,000) dollars for the duration of the production. Upon request, the producer shall provide the APVQ with proof of such coverage.

7.07

When a technician's services are provided through a corporation, the corporation must have civil liability insurance.

CHAPTER 8 PROFESSIONAL CLAUSES

8.01

Except where restrictions are imposed by the broadcaster or the distributor, and unless otherwise agreed in advance, the producer shall give the technician a screen credit corresponding to the position appearing in the employment contract.

8.02

A technician who does not want to be named in the credits must so notify the producer in writing before the credits are composed.

8.03

Except in extraordinary circumstances, the producer shall add in the credits “Technical crew: APVQ” or the APVQ logo, unless otherwise agreed in advance with the APVQ.

8.04

The technician agrees to take care of the equipment provided by the producer, to properly manage any money provided by the producer and to cooperate fully in maintaining the good order of the premises and any other items furnished by the producer.

8.05

At the earliest occasion, the technician must notify the producer or the producer’s representative of any defective, broken or missing material. The producer shall replace such material as quickly as possible if need be, and if the producer deems it appropriate.

8.06

The technician must avoid situations of conflict of interest. Should the case arise, the technician shall immediately inform the producer of any potential conflict.

The technician shall not take advantage of the employment contract to seek favours of any sort from anyone supplying goods or services to the production.

8.07

The producer shall provide the technician with the material required for the technician’s work, except for strictly basic tools.

8.08

The producer shall provide the technician with any perishable material for the production or, if mutually agreed, shall reimburse the cost of purchasing previously approved material on presentation of the receipts.

8.09

When the technician rents material from a third party at the producer’s written request, the producer shall assume the cost.

8.10

In lieu of providing the durable material required for the production, the producer may negotiate a mutually agreeable, reasonable allowance with the technician and note it in the contract.

8.11

Notwithstanding the foregoing, the producer shall provide the make-up and hairdressing technicians with the material required for the production. Failing that, the producer shall pay:

- to the technician working in make-up, a minimum allowance of twenty-five (\$25) dollars per recording day
- to the technician working in hairdressing, a minimum allowance of ten (\$10) dollars per recording day

For the purposes of this section, a make-up or hairdressing test day is comparable to a recording day.

CHAPTER 9 SETTLEMENT OF COLLECTIVE OR INDIVIDUAL DISPUTES

PROFESSIONAL RELATIONS COMMITTEE

9.01

The parties agree to establish a professional relations committee composed of two (2) APFTQ representatives and two (2) APVQ representatives.

9.02

The professional relations committee shall perform the following duties, in an advisory capacity:

- a) study, with the consent of the two parties, any grievance with a view to reaching an amicable settlement
- b) discuss, at the request of either party, the interpretation of the collective agreement
- c) study, at the request of either party, any matter for which this collective agreement has not provided

9.03

The professional relations committee may also, at the request of one of the parties and, if need be, with the written agreement of the technician and the producer concerned, unanimously decide for a given case to derogate from the application of this agreement.

9.04

The professional relations committee shall convene as quickly as possible at the request of one of the parties; as a general rule, the committee shall meet monthly.

9.05

The written request of one of the parties to submit a grievance to the professional relations committee for study shall suspend the time limit for submitting the grievance to arbitration.

The written refusal of the other party to accept this request or, as the case may be, the written decision of one of the parties to terminate the study of the grievance by the committee shall end the suspension of the time limit.

9.06

The professional relations committee shall issue unanimous recommendations to the APFTQ and to the APVQ. Some recommendations may lead to a change or an addition to this agreement after ratification by the respective general assemblies of the parties.

The professional relations committee may also issue recommendations to the parties to a grievance, if an amicable settlement is to be proposed.

GRIEVANCE PROCEDURE

9.07

The APFTQ and the APVQ and their members agree to settle any disagreement relative to the interpretation and the application of this agreement or of an ensuing employment contract exclusively as follows.

9.08

Only a signatory hereto may lodge a complaint and file a grievance relative to the interpretation and the application of the collective agreement, but any technician and any producer may file a grievance relative to the interpretation and the application of the specific provisions of an employment contract. In the latter case, the APFTQ and the APVQ are interested parties.

9.09

The grievance must be submitted to the APFTQ and the APVQ, with copy to the producer or the technician, as applicable, within forty-five (45) days of the date of the event giving rise to the grievance or within forty-five (45) days of the date the grievant had knowledge of, or should reasonably have had knowledge of, said event.

9.10

The grievance shall be written and dated. A grievance that concerns a member may be signed by the member.

9.11

The text of a grievance shall clearly state the nature of the grievance, the clauses allegedly violated or misinterpreted and the remedy being sought.

9.12

The party against which the grievance is filed shall communicate its decision in writing with respect to this grievance within five (5) days of receipt thereof.

ARBITRATION

9.13

The parties agree to assign a single arbitrator full authority to decide all grievances, regardless of whether the dispute concerns artists or non-artists or producers within the meaning of the *Act respecting the professional status and conditions of engagement of performing, recording and film artists*.

9.14

Within fifteen (15) days of the decision rendered in accordance with Section 9.12, or of the expiry of the time limit provided therein, the grievance may be submitted to arbitration.

9.15

Within ten (10) days following receipt of the notice of arbitration, the parties shall agree on the choice of an arbitrator.

9.16

Failing agreement on a choice within this time, the arbitrator shall be designated, at the request of a party, by the Commission de reconnaissance des associations d'artistes et des associations de producteurs.

9.17

After consulting with the parties, the arbitrator shall set the date, time and place of the arbitration hearings.

9.18

The arbitrator shall hear the parties, receive their evidence or, as the case may be, make note of the default and proceed according to the procedure he/she judges appropriate.

9.19

In exercising the arbitration functions, the arbitrator may:

- a) interpret laws and regulations to the extent it is necessary to do so to settle a grievance;
- b) uphold or reject a grievance in whole or in part, and, if need be, set the amount due by virtue of the judgement rendered;
- c) establish the penalty he/she deems fair for the loss suffered;
- d) order the payment of interest at a rate set by the regulation adopted in accordance with Section 28 of the *Act respecting the Ministère du Revenu* (R.S.Q., c. M-31), from the date on which the grievance was submitted;
- e) in cases of disciplinary measures, maintain or quash the measure or render any other decision that he/she deems reasonable in the circumstances;
- f) render any ruling useful to protecting the rights of the parties.

9.20

The APFTQ and the APVQ, and their members, agree to provide the arbitrator with any document that enables the arbitrator to judge the cogency of a grievance and to become familiar with all the facts and relevant data, and agree to respond to the arbitrator's summons and to testify at the arbitrator's request.

9.21

The arbitrator does not have the authority to add, modify or detract from, in any way whatsoever, any clause of the collective agreement or of the employment contract, or to render a decision contrary to the terms of this agreement or of the employment contract.

9.22

The arbitrator must render a decision based on the evidence gathered at the hearing.

9.23

The arbitrator shall render a decision within sixty (60) days of the close of the hearing. However, the sole failure to render the arbitral decision within this time shall not invalidate the decision.

9.24

The arbitrator's decision shall be final and binding. It shall bind the parties and, as the case may be, the producer and the technician concerned.

9.25

The cost of the arbitrator's expenses and fees shall be shared equally by the parties.

9.26

Subject to the suspension provided for in Section 9.05, the time limits are strictly required and entail loss of right. However, the parties may derogate from them by virtue of a written agreement.

9.27

In computing any time limit provided for in this section, the day marking the start is not counted, but the day marking the deadline is counted.

9.28

When the last day of a time limit falls on a Saturday, a Sunday or a holiday provided for herein, the time limit shall be extended to the next working day.

9.29

The formulation of a grievance may be amended, on the condition that the amendment does not change its object.

9.30

A party may withdraw or come to an agreement on a grievance at any time, which immediately removes the matter from the labour relations committee or the arbitrator, as the case may be. However, the party, or the producer or the technician, as applicable, who withdraws the grievance after the arbitrator has been appointed shall assume the arbitrator's expenses alone, unless otherwise agreed by the parties.

9.31

Any transaction concerning a grievance must be in writing and signed by the parties and, as applicable, the technician and the producer concerned. It shall be executory upon signature.

CHAPTER 10 WORK SCHEDULE

GENERAL PROVISIONS

10.01

At the time of hiring, the producer and the technician must agree on the applicable work schedule and a method of remuneration, in accordance with the following terms.

10.02

In all cases, the remunerated time, including rate increases, penalties and premiums, is broken down into segments of fifteen (15) minutes.

10.03

The accumulation of all rate increases and penalties provided for herein may in no case exceed three (3) times the negotiated BHR.

HOURLY REMUNERATION

10.04

The producer must offer the technician a minimum hours guarantee (called “MHG”) paid on an hourly basis, choosing one of the following options:

- a) A minimum guarantee of ten (10) hours (called “MHG 10”).

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

As of the thirteenth (13th) hour, the technician is paid at the BHR increased by one hundred (100%) percent.

This option (MHG 10) may not, however, be adopted for drama productions recorded in film style with a budget of seven hundred thousand (\$700,000) dollars or more (per sixty (60) minute episode in the case of a series) or four hundred and fifty thousand (\$450,000) dollars or more per thirty (30) minute episode of a series.

- b) A minimum guarantee of seven (7) hours (called “MHG 7”).

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

As of the thirteenth (13th) hour, the technician is paid at the BHR increased by one hundred (100%) percent.

- c) A minimum guarantee of five (5) hours (called “MHG 5”).

The technician is then paid overtime as of the seventh (7th) hour, at the BHR increased by fifty (50%) percent.

As of the thirteenth (13th) hour, the technician is paid at the BHR increased by one hundred (100%) percent.

However, for drama productions recorded in film style with a budget of seven hundred thousand (\$700,000) dollars or more (per sixty (60) minute episode in the case of a series) or four hundred and fifty thousand (\$450,000) dollars or more per thirty (30) minute episode of a series, this option (MHG 5) may be adopted only for the following activities :

Pre-production
Location scouting
Technical trials
Screen tests
Retakes with six (6) technicians or less
Insert
Equipment pick-up
Equipment set-up
Equipment return
Wrap
Screenings
Production meetings where technician's presence is required by producer
Pre-lighting / lighting wrap
Set installation/strike
Work travel on non-recording day
Recording of isolated shot
2nd unit work

Any hour worked beyond forty (40) hours of work in the same week and for the same production that has not already been remunerated in overtime, or that is not considered overtime based on the daily work schedule, shall be subject to a rate increase of:

- fifty (50%) percent of the BHR from the forty-first (41st) hour worked to the sixtieth (60th) hour worked
- one hundred (100%) percent of the BHR from the sixty-first (61st) hour worked

10.05

The producer may guarantee a technician a fixed daily number of hours of work off the set, payable at the BHR.

10.06

The employment conditions of the script supervisor shall include additional remuneration for two (2) hours of work off the set, payable at the BHR at the time of the wrap call. This additional remuneration is not included in the calculation of the MHG, rate increases or penalties.

10.07

When the recording involves more than one camera during more than half the day, the script supervisor, if holding the position alone, shall be paid a premium of forty-five (\$45) dollars a day. This premium is not included in the calculation of rate increases and penalties.

DAILY RATE REMUNERATION

10.08

The producer may remunerate technicians on a daily rate basis for the production of documentaries or magazines recorded on location.

Daily rate remuneration is also possible for the recording of on-location segments or reports, even if they are to be incorporated into a magazine recorded in studio.

For greater clarity, “live to tape” magazines recorded outside the studio are not considered location-shoot magazines.

10.09

Daily rate remuneration may also be applied for technicians working on drama productions recorded in film style in the following positions:

- 1st assistant director
- Unit manager
- Location manager
- Assistant location manager
- Assistant art director
- Sound editor
- Key set decorator
- Set dresser
- Property master
- Key make-up artist
- Special effects make-up artist
- Costume designer
- Wardrobe master
- Assistant wardrobe master
- Key hairdresser
- Sound recordist
- Director of photography
- Cameraperson
- Camera operator
- Transportation coordinator
- Production coordinator
- Art department coordinator
- Vehicle coordinator
- Safety coordinator
- Editor
- Craft person

10.10

The daily rate is negotiated by the technician and the producer but may not be less than the minimum daily rate established herein.

10.11

The daily rate is increased for each hour the technician is required beyond the twelfth (12th) hour worked or spent in travel time. The applicable rate increase is established as follows:

- for the thirteenth (13th) and fourteenth (14th) hours, one tenth (1/10) of the negotiated daily rate
- as of the fifteenth (15th) hour, one fifth (1/5) of the daily negotiated rate

10.12

The conditions applicable to the daily rate provided for in Sections 10.10 and 10.11 include all hours of work and travel time on the same day, and all rate increases, penalties or premiums otherwise applicable by virtue of this agreement.

FLAT RATE FOR ALL OFF-SET WORK

10.13

The producer and the technician may agree on remuneration based on work to be done off the set when the technician's position includes creative work, research or preparation on non-recording days and when the time required for the task is hard to quantify; this applies to the following positions:

- sound recordist, sound mixer, special effects technician, set photographer, key set decorator, set dresser, scenic painter, computer special effects technician, computer graphics technician, costume designer, puppet designer, property master, props designer, props person, assistant props person, hairdresser, make-up artist, lighting designer, editor, sound editor, set manager/director, director of photography, sound mixer, stylist

10.14

Technicians holding a position named above shall remain subject to the flat rate remuneration for off-set work even if their functions take them to the recording set sporadically.

WEEKLY REST PERIOD

10.15

The first day or portion thereof devoted exclusively to travel time within a workweek is not considered in the calculation of days that determine the sixth (6th) day or more worked consecutively.

10.16

For the purposes of Sections 10.15 to 10.23, "full time" is understood to mean any work performed over a period of at least five calendar days during the same week, between the Sunday and the following Saturday.

10.17

A day off shall be granted after five (5) consecutive workdays on the same production.

10.18

On productions where the recording is undertaken full time, the technician is entitled to at least four (4) days off per period of fourteen (14) calendar days, including at least two (2) consecutive days per such period.

10.19

For any hour or portion thereof worked or spent at the producer's disposal after the periods provided for in Sections 10.17 and 10.18, the technicians remunerated on an hourly basis shall be paid a penalty equivalent to fifty (50%) percent of the BHR.

Subject to Section 10.21, for all work performed or time spent at the producer's disposal after the periods provided for in Sections 10.17 and 10.18, the technician remunerated on a daily basis shall be paid a daily penalty equivalent to fifty (50%) percent of the negotiated daily rate.

10.20

For any hour or portion thereof worked or spent at the producer's disposal as of the seventh consecutive day, the technician remunerated on an hourly basis shall be paid a penalty equivalent to one hundred (100%) percent of the BHR until granted a full day off.

Subject to Section 10.21, the technician remunerated on a daily basis shall be paid a daily penalty equivalent to one hundred (100%) percent of the negotiated daily rate for all work performed or time spent at the producer's disposal as of the seventh (7th) consecutive day until granted a full day off.

10.21

When the technician is remunerated on a daily basis, the penalties provided for in Sections 10.19 and 10.20 shall apply only when the work performed is for the purposes of a drama production recorded in film style.

10.22

The technician remunerated on a daily basis for work on a production described in Section 10.08 shall be paid a daily penalty equivalent to fifty (50%) percent of the negotiated daily rate for all work performed as of the seventh (7th) consecutive day until granted a full day off.

However, in the case of a recording undertaken in another country, this penalty shall not apply if the majority of the APVQ crew decides to work straight through, without a day off, in order to return to Canada sooner.

This decision must be made by secret ballot, prior to the technicians' departure from Canada.

10.23

In the case of a festival, the producer may hire technicians for a period of ten (10) consecutive days without having to pay the penalties provided for in Sections 10.19 to 10.20 conditional upon notifying the APVQ in writing at least fifteen (15) days in advance.

MEAL PERIOD – GENERAL PROVISIONS

10.24

The time of the first meal period is calculated based on the crew call. Any meal provided at the producer's expense must be similar in quality to meals normally served at that time of day and offer some variety. It must be served in a suitable location.

10.25

The first meal period after the crew call is always lunch.

10.26

The producer may apply the provisions of Sections 10.38 to 10.43 (5-5 Schedule) or Sections 10.44 to 10.47 (6-6 Schedule). The producer must inform the technicians of the chosen schedule before the start of the recording day.

10.27

For productions covered by Paragraph b) of Section 1.03 (productions other than drama productions recorded in film style), the producer may not apply the provisions of Sections 10.44 to 10.47 (6-6 Schedule) for more than twenty (20%) percent of the total recording days of the production. This percentage is divided into fractions of days (e.g. 0.2 day = 1 day).

10.28

Furthermore, the producer may not apply the provisions of Sections 10.44 to 10.47 (6-6 Schedule) if the majority of the APVQ crew is hired with an MHG 5.

10.29

The provisions relative to meal periods do not apply to technicians paid a daily rate (Sections 10.08 to 10.12) or a flat rate for all off-set work (Section 10.13).

10.30

Subject to Section 10.29, technicians who work wholly or partially off the set are assumed to work according to a 5-5 Schedule.

Such technicians are entitled to a meal period and must take it unless specifically requested by the producer to do otherwise. In this case, and solely for meal periods delayed at the producer's request, the meal penalty shall apply.

The time of the first meal period for such technicians is calculated from the start of their workday.

10.31

APVQ set crew technicians hired with an MHG 5 whose workday begins after the crew call are also assumed to work according to a 5-5 Schedule.

The time of the first meal period for such technicians is calculated from the start of their workday.

10.32

When a meal is served between ten (10) p.m. and four (4) a.m., it may not resemble a breakfast without the technician's consent.

10.33

In cases where a meal must be provided at the producer's expense, in lieu of serving a meal, the producer may pay a meal allowance to the technicians, based on the rates set out in Section 13.

10.34

Subject to Sections 10.37, 10.40, 10.45 and 10.46, the technician's meal period, either in a restaurant or at the site where the meals are served, must be at least one (1) hour.

10.35

The total duration of the meal periods in a single day shall not exceed three (3) hours.

10.36

The producer shall have a ten (10) minute grace period to complete a shot before the meal penalties provided for in this section apply. The recording of the shot must have been undertaken a reasonable time before the meal period. This grace period shall not reduce the technician's meal period. The producer may not have recourse to the grace period more than four (4) times per ten (10) recording days.

10.37

At the end of the recording day, the producer may ask the department heads or the APVQ crew delegate to consult the members of the APVQ crew for a special dispensation concerning the meal clauses. This dispensation shall be requested before the meal period begins.

The consultation shall be held by department (WHM, lighting, sound, art, camera, production, technical), and each department shall decide by majority vote.

The result of this consultation must be conveyed to the producer before the meal period begins.

MEAL PERIOD – 5-5 SCHEDULE

10.38

A meal period of at least one (1) hour and no more than two (2) hours must be granted after a minimum of three (3) hours and a maximum of five (5) hours of work following the crew call.

10.39

Another one (1) hour meal period must be granted after a minimum of three (3) hours and a maximum of five (5) hours following each return to work.

10.40

The producer may impose a meal period of less than one (1) hour but at least thirty (30) minutes on the entire crew, in which case this meal period shall be paid at the BHR. This meal time is not counted for the purposes of calculating overtime.

In this case, the meal shall be provided at the producer's expense, and Section 10.33 shall not apply.

10.41

The time spent at the producer's disposal after the five (5) hour maximums provided for in Sections 10.38 and 10.39 shall be paid at the AHR increased by a penalty equivalent to one hundred (100%) percent of the BHR until such time as a meal period is granted.

Notwithstanding the preceding paragraph, the penalty for the technician paid at an MHG 10 shall be equivalent to fifty (50%) percent of the BHR.

10.42

No later than thirty (30) minutes prior to the crew call, the producer must provide a substantial snack, appropriate to the time of day, for the technicians called one (1) hour or more before the crew call, and must ensure they have time to eat it, no later than thirty (30) minutes after the crew call.

This period is remunerated and is taken individually, without hindering the recording.

10.43

When the technicians' work begins at or extends past ten (10) p.m., the producer shall ensure that a restaurant is reasonably accessible.

Failing that, a meal shall be provided at the producer's expense for the technicians entitled to a meal period. In such case, Section 10.33 shall not apply.

MEAL PERIOD – 6-6 SCHEDULE

10.44

A meal period of one (1) hour must be granted after a minimum of three (3) hours and a maximum of six (6) hours of work following the crew call.

10.45

The producer may impose a meal period of less than one (1) hour but at least thirty (30) minutes on the entire crew, in which case this meal period shall be paid at the BHR. However, this meal time is not counted for the purposes of calculating overtime.

All meals mentioned in Sections 10.44 to 10.47 are provided by the producer, at the producer's expense, and served at the workplace in an appropriate location. In such case, Section 10.33 shall not apply.

10.46

Another thirty (30) minute meal period must be granted after a minimum of three (3) hours and a maximum of six (6) hours on each return to work following the first meal period. Section 10.33 shall not apply.

10.47

The time spent at the producer's disposal after the six (6) hour maximums stipulated in the preceding paragraphs shall be paid at the AHR increased by one hundred (100%) percent until such time as a meal period is granted.

DAILY REST PERIOD

10.48

Technicians are entitled to a rest period of at least ten (10) hours between the end of their workday on a production and the beginning of their next workday on the same production.

10.49

Any hour or portion thereof spent at the producer's disposal during the rest period provided for in Section 10.48 is paid at the AHR increased by a penalty equivalent to one hundred (100%) percent of the BHR.

Technicians paid at a daily rate as provided for in Section 10.09 shall be paid a penalty equivalent to one tenth (1/10) of their negotiated daily rate for every hour or portion thereof spent at the producer's disposal during the rest period provided for in Section 10.48.

These penalties do not apply to commuting travel time and work travel time falling between the eighth (8th) and the tenth (10th) hour of the technician's rest period.

10.50

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

10.51

Any hour or portion thereof spent at the producer's disposal during the rest period provided for in Section 10.50 is paid at the AHR increased by a penalty equivalent to one hundred (100%) percent of the BHR.

This penalty does not apply to commuting travel time and work travel time between the tenth (10th) and the twelfth (12th) hour of the technician's rest period.

10.52

No rest period should ever be less than eight (8) hours. However, if the case arises, any hour or portion thereof spent at the producer's disposal during these eight (8) hours shall be paid at the AHR increased by a penalty equivalent to two hundred (200%) percent of the BHR.

10.53

The rest period of two (2) consecutive days off between two (2) workdays shall be 24 hours + 24 hours + 8 hours (56 hours).

The rest period of a single day off between two (2) workdays shall be 24 hours + 8 hours (32 hours).

10.54

Any hour or portion thereof spent at the producer's disposal during the rest period provided for in Section 10.53 shall be paid in accordance with Section 10.49.

10.55

In the case of a festival, none of the penalties provided for in Sections 10.48 to 10.54 shall apply.

NIGHT PREMIUM

10.56

For any hour or portion thereof spent at the producer's disposal or effectively worked in studio between twelve (12) a.m. and six (6) a.m. and falling between the set call and the wrap call, the technician shall be paid a premium of five (\$5) dollars per hour.

This premium is excluded from the calculation of overtime.

Time Sheets

10.57

The producer shall have each technician sign the time sheet appearing in Appendix B on every workday. This time sheet must be identical to the technician's daily schedule and may not, for any purpose, be modified without the consent of the producer (or the producer's duly authorized representative) and of the technician in written form.

10.58

The time sheets shall be forwarded to the APVQ along with the monthly remittances.

CHAPTER 11 HOLIDAYS

11.01

For the purposes of this agreement, holidays shall be:

New Year's Day
Day after New Year's Day
Good Friday or Easter Monday (*)
Easter Sunday
Dollard's Birthday
Québec National Holiday (June 24, or, if it falls on a Sunday, the following Monday)
Canada Day
Labour Day (first Monday of September)
Thanksgiving Day (second Monday of October)
Christmas Eve (December 24)
Christmas (December 25)
New Year's Eve (December 31)

(*) The producer must notify the APVQ crew and the APVQ which of the holidays has been chosen five (5) days before the first (1st) day of recording.

11.02

The holidays provided for herein are not worked.

11.03

When the producer requires that a technician work on a holiday, the technician is paid at the AHR increased by fifty (50%) percent.

11.04

However, if the technician has accumulated sixty (60) days of continuous service, as defined in Paragraph 12 of Section 1 of the *Act respecting Labour Standards* (R.S.Q. c. N-1.1), for the same producer and works on a holiday, the technician shall be paid at the AHR increased by one hundred (100%) percent.

11.05

Technicians who have accumulated sixty (60) days of continuous service and who are entitled to a holiday with time off shall receive an indemnity when the holiday coincides with a day on which, by virtue of their employment contract, they would normally work.

This indemnity shall be equivalent to the average of the technician's daily remuneration for the days worked during the thirty (30) days preceding the holiday, excluding rate increases, premiums, indemnities, penalties or allowances; failing that, the producer shall grant the technician a compensatory holiday.

11.06

However, in the case of the day of the Québec National Holiday, the technician must have worked for the producer ten (10) days between June 1 and 23.

11.07

The provisions of Sections 11.03 and 11.04 do not apply to the recording of a performance celebrating the holiday.

11.08

When a holiday falls on a Monday or a Friday, the producer may not move the recording to the preceding or following Saturday or Sunday, as the case may be, if the Saturday or the Sunday is not a normal program recording day, unless dictated by the requirements of the production.

11.09

Paid holidays with time off are considered workdays for the purposes of this agreement.

CHAPTER 12 TRAVEL TIME

COMMUTING TRAVEL TIME

12.01

Commuting travel time is calculated from one of the locations mentioned in Paragraphs a), b) and c) of Section 12.02.

12.02

Commuting travel time is not paid when the technician's work is performed within a radius of twenty-five (25) kilometres, measured "as the crow flies," from:

- a) the Beaudry metro station in Montréal, for production companies headquartered within forty (40) kilometres of the Beaudry metro
- b) Université Laval à Québec, for production companies headquartered within forty (40) kilometres of Université Laval
- c) the production company's head office, for production companies headquartered outside the zones defined in a) and b)

The distances determined in Paragraphs a), b) and c) of Section 12.02 shall be extended by twenty-five (25) kilometres measured as road travel.

12.03

When the producer provides the technician's accommodations, the commuting travel time shall not be paid when the technician's work is performed within forty (40) kilometres by road travelled from the location of said accommodations.

12.04

Commuting travel time outside the zones defined in Section 12.02 shall not be paid when the technician's home is located within twenty-five (25) kilometres of the recording location.

12.05

When the production is recorded outside the zones defined in Section 12.02 and the producer provides location accommodations, commuting travel time for a single round-trip shall be paid.

12.06

Commuting travel time between two (2) accommodation sites shall be paid.

12.07

When the technician's workplace is beyond the distances provided for in Sections 12.02, 12.03 and 12.04, the commuting travel time shall be paid at the MHR without entailing overtime or penalties.

12.08

When in the same day the technician works and spends time commuting, the commuting travel time may also be included in the MHG negotiated for this day, to a maximum of the hours included in the negotiated MHG.

WORK TRAVEL TIME

12.09

Work travel time shall be paid between the production office, or the location where a production vehicle is picked up, and the recording site or, as the case may be, the assigned destination agreed upon by the producer and the technician. All time spent driving a production vehicle at the producer's request during a workday shall also be paid.

12.10

The producer may not, under any circumstances, require a technician to drive any vehicle in excess of the time and other limits imposed by the *Highway Safety Code* (R.S.Q., c. C-24.2), the *Act respecting the owners and operators of heavy vehicles* (R.S.Q., 1998, c. 40) and their ensuing regulations.

12.11

The technician required to drive a vehicle at the producer's request shall be paid at the AHR.

12.12

The producer shall assume all fuel, parking and maintenance cost for the production vehicle and shall reimburse such costs upon presentation of the receipts.

12.13

The producer who asks a technician to travel in or otherwise use a personal vehicle for the purposes of the production shall reimburse the cost of using the personal vehicle at the rate of thirty-five (\$0.35) cents per kilometre, plus any parking costs.

12.14

The producer who asks a technician to transport (heavy) production material other than the technician's own basic tools shall pay the technician an additional allowance of fifteen (\$15) dollars a day for such use. In such case, it shall be the sole responsibility of the technician to insure the personal vehicle against possible damage during or in connection with such transport. The producer shall assume no responsibility in this regard. However, the producer is responsible for insuring the production material during and in connection with such transport.

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

12.15

The technician to whom the producer entrusts a production vehicle must have a valid driver's licence at the time of hiring. If that licence is suspended, cancelled or otherwise modified in a way that affects the right to drive the vehicle, the technician must notify the producer immediately.

CHAPTER 13 ACCOMODATIONS AND MEAL ALLOWANCES

13.01

The producer shall not pay any allowances when the technician's work is performed within the zone defined in Section 12.02.

13.02

If the technician's work is performed outside the zone defined in Section 12.02, the producer shall pay for the meal or meals that fall between the beginning and the end of the recording day, at the following rates:

Breakfast	\$10
Lunch	\$16
Dinner	\$25
Any other meal	\$16

These amounts shall be given to the technicians in cash at the latest when they arrive on set.

13.03

In lieu of the meal allowance, the producer may provide meals for the technicians. The meals provided by the producer must be similar in quantity and quality to meals generally served at the time of day in question.

13.04

When the technician is called upon to work outside of Canada, the producer shall provide meal allowances commensurate with costs in the other country but not less than the amounts provided for herein. These allowances shall be paid before the departure from Canada.

13.05

Notwithstanding any provision to the contrary, in all cases where the technician's work is performed outside of Québec, the producer shall pay the meal allowances set out in Section 13.02 or shall provide the meals.

13.06

When the technician's work requires a stay of fifteen (15) consecutive days or more outside the zone defined in Section 12.02, as of the sixteenth (16th) day, the technician shall be paid an allowance of twenty-five (\$25) dollars per week or part thereof.

13.07

If the work requires that the technician have accommodations, the producer shall make the reservations and pay for suitable accommodations.

13.08

In the case where the workday exceeds fifteen (15) hours, including travel time, the producer shall offer to provide the technician's accommodations for the night preceding or following this day.

13.09

In the case of a recording lasting twenty-one (21) days or more, the producer may pay the allowances provided for in this section at the beginning of each workweek.

CHAPTER 14 REMUNERATION

14.01

The technician's basic hourly rate or daily rate, as applicable, shall be negotiated with the producer.

The rate negotiated for a position shall not be less than the minimum hourly rates or daily flat rates provided for in Tables 1 and 2, constituting Appendix D hereto.

14.02

The minimum rates set out in Table 1 apply to drama productions recorded in film style.

The minimum rates set out in Table 2 apply to other productions covered by this agreement.

14.03

The minimum rates of all technicians covered by this agreement who work on drama productions recorded in film style with a budget of:

- a) seven hundred thousand (\$700,000) dollars or more;
- b) or, in the case of a series, seven hundred thousand (\$700,000) dollars or more per sixty (60) minute episode;
- c) or, in the case of a series, four hundred and fifty thousand (\$450,000) dollars or more per thirty (30) minute episode;

may be raised to parity with any rates agreed upon by the APFTQ and the STCVQ at the time the collective agreement signed on or about November 18, 1996, by the APFTQ and the STCVQ is renewed.

These hourly and daily flat rates and any increases thereto agreed upon by the APFTQ and the STCVQ shall apply to all technicians working on the productions described above if, within fifteen (15) days of the signature of the new agreement between the APFTQ and the STCVQ, the APVQ so notifies the APFTQ in writing.

In such case, these hourly and daily flat rates and any increases thereto agreed upon by the APFTQ and the STCVQ shall replace the rates and increases provided for herein for all technicians working on productions covered by this section. However, the minimum rates thus consented shall in no case reduce the rates appearing in Appendix D hereto.

Failing such notice from the APVQ, only the rates and increases provided for herein shall apply.

If they are adopted by the APVQ, the rates and increases provided for in the new collective agreement between the STCVQ and the APFTQ shall apply at the time and according to the schedule provided for herein. In such case, the producers shall benefit from the same grandfather clause as that provided for in the new agreement with the STCVQ, if any.

Subject to the provisions of the preceding paragraph, for the employment contracts signed prior to the new collective agreement between the APFTQ and the STCVQ taking effect, these new rates shall apply thirty (30) days after that agreement takes effect.

In the case of a grievance challenging a declared budget amount, the burden of proof shall lie with the producer.

14.04

The minimum hourly and daily flat rates provided for in this section and in Appendix D will be raised by three (3%) percent on October 1, 2002, and by three (3%) percent on October 1, 2003. The increased amounts will be rounded to the nearest quarter of a dollar.

14.05

The producer agrees to withhold from the technician's remuneration, without charge, the technician's contribution to the APVQ's group RRSP and group insurance and to remit it to the APVQ's fiduciary.

14.06

The producer agrees to remit to the APVQ's fiduciary the equivalent of the following percentages of the technician's remuneration: five (5%) percent from October 15, 2001, to September 30, 2002, then six (6%) percent as of October 1, 2002.

14.07

As of January 1, 2002, technicians providing their services through a corporation and holding a position listed in Paragraph a) of Section 1.03 (Table 1 of Appendix D), whether or not covered by the previous collective agreement, and the producers shall pay the contributions provided for in Sections 14.05 and 14.06.

14.08

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

The pay slip must include the following information:

- the technician's social insurance number, where permitted by law
- the technician's name and address
- the production company's name, address and phone and fax numbers
- the title of the production
- the position held
- the time worked
- the gross remuneration
- the deductions (detailed separately)
- the net pay
- any annual vacation indemnity
- any employee benefits

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

14.09

The producer agrees to withhold all source deductions from the technician's remuneration and to pay the vacation indemnity in accordance with the applicable laws.

This section does not apply to technicians providing their services through a corporation.

CHAPTER 15 FIDUCIARY DEPOSIT

15.01

Prior to the start of a recording, all APFTQ permittee or trainee producers must remit to the APVQ a fiduciary deposit, payable by cheque made out to “APVQ in trust,” for an amount equivalent to ten (10%) percent of the employment contracts of all the technicians hired for the production and all deductions, permit fees and contributions provided for herein.

15.02

In the case of a producer having defaulted on payment of amounts due to technicians for remuneration, including all deductions, permits and contributions provided for herein, on the preceding production, the APVQ may require that the producer remit a fiduciary deposit for an amount equivalent to the least amount between: twenty (20%) percent of the value of the employment contracts, or four (4) weeks of remuneration for all the technicians hired for the production, including all deductions, permit fees and contributions provided for herein.

15.03

The fiduciary deposit provided for in Sections 15.01 and 15.02 may be in the form of an irrevocable letter of guarantee from a recognized Canadian banking or financial institution of the producer’s choice.

15.04

The APFTQ shall advise APVQ as soon as possible when a new permittee is accepted.

15.05

No technician shall be obliged to honour an employment contract until such time as the deposits mentioned in Sections 15.01, 15.02 and 15.03 have been received by the APVQ.

15.06

The fiduciary deposit shall be returned to the producer when all of the producer’s financial obligations towards the technicians and the APVQ have been fulfilled.

15.07

In the case of a dispute between the APVQ and the producer regarding the application of this agreement, the APVQ, at the end of the production, shall retain from the fiduciary deposit an amount equal to the amount claimed. However, under no circumstances shall this amount be greater than the amounts due to the technicians and to the APVQ.

CHAPTER 16 NOTICE

16.01

All notices intended for the technicians provided for herein shall be forwarded to them by certified mail or by courier at the address indicated on their employment contract.

Notices intended for the producer shall be forwarded to the address indicated in the employment contract or to the address appearing on the most recent list of APFTQ members provided to the APVQ.

16.02

The computation of time shall be calculated based on the certified mail postmark or on the date of pick-up by the courier service.

16.03

All notices provided for herein and intended for the producer, the APFTQ or the APVQ may also be forwarded within the prescribed time limits by fax, in which case the computation of time shall then be calculated from the date of receipt of the notice transmitted by fax. The sender shall retain the original on file and shall allow the other party to consult it on request.

CHAPTER 17 EFFECTIVE DATE AND DURATION OF THE COLLECTIVE AGREEMENT

17.01

This collective agreement shall take effect on October 15, 2001, and shall remain in effect until October 1, 2004.

17.02

Notwithstanding the provisions of Section 17.01, for technicians' employment contracts signed before October 5, 2001, the collective agreement shall take effect on November 5, 2001.

17.03

Either of the parties may give notice to the other of intent to begin negotiating a new collective agreement within ninety (90) days prior to the expiry of this agreement.

17.04

On the expiry date, the agreement shall be renewed from day to day until such time as a new agreement has been signed, or until one of the parties exercises the right to strike or to lock-out.

17.05

The appendices and the letters of agreement form an integral part hereof.

17.06

This agreement shall not be voided by the invalidation of one or more of its clauses.

APPENDIX A: EMPLOYMENT CONTRACT (TO FOLLOW) APPENDIX B: TIME



CONTRAT D'ENGAGEMENT



(Remplir en lettres moulées s'il vous plaît. Copies : Producteur, Technicien, AQTIS, APFTQ)

ENTRE : PRODUCTEUR

Maison de production : _____ Téléphone : _____ Télécopieur : _____
 Adresse : _____ Ville : _____ Code postal : _____

ET : TECHNICIEN/NE

Nom : _____ Prénom : _____ Poste : _____
 Adresse : _____ Ville : _____ Code postal : _____
 Téléphone : _____ Numéro d'assurance sociale : _____
 Numéro de membre : _____ ou Numéro de permissionnaire : _____

SI APPLICABLE :

Personne morale : _____ Pour les services du/de la technicien/ne. CSST # _____
 Numéro TPS : _____ Numéro TVQ : _____

TITRE DE LA PRODUCTION : _____

TYPE DE PRODUCTION : Dramatique Dramatique film Variétés Documentaire/Magazine Autre : Spécifiez _____

TYPE DE RÉMUNÉRATION : MHG5 MHG7 MHG10 FORFAIT \$ _____

ENSEMBLE DU TRAVAIL \$ _____ TAUX HORAIRE : \$ _____ NOMBRES DE JOURS GARANTIS : _____

MINIMUM D'HEURES GARANTIES HORS PLATEAU : _____

DATES _____

OU CALENDRIER DE PRODUCTION ANNEXÉ (faisant partie du présent contrat) :

(SPÉCIFIEZ LES DATES DE TRAVAIL GARANTIES)

CONDITION DE REMPLACEMENT : _____

ALLOCATION : Coiffure \$ _____ Maquillage \$ _____ Voiture \$ _____ Autres _____ \$ _____

CONDITIONS PARTICULIÈRES :

(Si cet espace est insuffisant, ajoutez un addenda)

Le technicien ou la technicienne pigiste soussigné(e) autorise par le présent contrat le producteur à prélever sur chacune de ses payes une somme équivalente à _____ % de sa rémunération, incluant la paye de vacances, représentant sa contribution; au REER collectif de l'AQTIS, au régime d'assurances collectives de l'AQTIS ainsi que sa cotisation syndicale de _____ %.

Le technicien ou la technicienne autorise également le producteur à prélever le montant des permis exigibles le cas échéant. Les parties reconnaissent également que l'entente collective vidéo AQTIS - APFTQ en vigueur est incorporée au contrat et en fait partie intégrante.

En foi de quoi, les parties ont signé ce _____ jour de _____ 200 _____ à _____

SIGNATURES :

Pour le producteur : _____ Technicien/ne : _____
 Nom : _____
 Titre : _____ Pour : _____

(Personne morale)

SHEET (TO FOLLOW)

APPENDIX C: REMITTANCE FORM (TO FOLLOW)

AQTIS-APVQ VIDEO – OCTOBER 15, 2001

APPENDIX D: REVISED FOR 2006

TABLE 1: Minimum Rates and Minimum Flat Rates for Drama Productions Recorded in Film Style (Section 1.03 a)

PRODUCTION	\$	\$	TECHNICAL (cont.)	\$	\$
1st assistant director	24.75	295.75	Director of photography/ Lighting designer/		
2nd assistant director	19.75		Lighting director*	38.75	463.50
3rd assistant director	16.25		Gaffer	23.75	
Script supervisor	23.00		Best boy lighting	22.00	
Production coordinator	18.50	222.75	Electrician / Lighting technician	19.25	
Transportation coordinator	18.50	222.75	Additional electrician / lighting technician**	11.50	
Production secretary	17.00		Generator operator	20.50	
Unit or location manager*	21.75	259.75	Key grip	23.75	
Assistant unit or location manager	16.25	194.25	Best boy grip	22.00	
Production assistant	13.50		Grip	19.25	
Additional production assistant***	8.75		Additional grip**	11.50	
Driver	13.50		Cameraperson	36.00	432.75
Craft person	13.50	158.00	Camera operator	33.50	402.00
TECHNICAL			1st camera assistant	24.00	
Assistant art director	20.75	251.25	2nd camera assistant	19.75	
Art department coordinator	18.50	222.25	Set photographer*	20.50	
Vehicle coordinator	18.50	222.25	WARDROBE HAIR MAKE-UP		
Key set dresser*	26.00	310.75	Key make-up artist*	23.75	283.25
Set dresser*	23.25	277.75	Special effects make-up artist	23.75	283.25
Assistant set dresser	18.25		Make-up artist*	20.50	
Scenic technician	16.00		Assistant make-up artist	16.75	
Set property master	22.00		Key hairdresser*	23.75	283.25
Property master*	19.50	234.50	Hairdresser*	20.50	
Assistant props person*	15.50		Assistant hairdresser	16.75	
Scenic painter*	20.50		Costume designer	26.50	317.25
Head painter	20.50		Wardrobe master	23.50	280.25
Painter	18.75		Assistant wardrobe master	18.00	215.25
Assistant painter	13.75		Key dresser	19.25	
Sculptor-moulder	20.50		Dresser	18.00	
Head carpenter	23.25		Assistant dresser	15.50	
Carpenter	18.75		Set seamstress	13.75	
Assistant carpenter	13.50		Specialized wardrobe technician	18.00	
Special effects technician (on set)*	23.75		Wardrobe technician	11.50	
Assistant special effects technician (on set)	18.75		POSTPRODUCTION		
Sound recordist*	26.25	315.25	Editor*	26.50	317.25
Boom operator	21.00		Assistant editor	17.50	
Video assist operator	13.00		Sound editor*	24.50	292.75
Safety coordinator*	18.50	222.75	Assistant sound editor	17.50	
			Sound effects editor	19.00	228.00

*For these positions, the producer and the technician may also agree on a flat rate based on all work to be performed off the set, as per Section 10.13

**These technicians may be hired if each electrician or grip crew is composed of at least three technicians, including the key and best boy.

***These technicians may be hire if the unit/location management crew is composed of at least five technicians, including the manager.

AQTIS-APVQ VIDEO – OCTOBER 15, 2001

TABLE 2: Rates and Minimum Flat Rates for Other Productions (Section 1.03 b)

PRODUCTION	\$	\$	WARDROBE HAIR MAKE-UP	\$	\$
Unit manager/director*	22.50	267.25	Key hairdresser*	22.50	267.25
			Hairdresser*	22.50	267.25
TECHNICAL			Assistant hairdresser*	14.50	171.75
Director of photography / Lighting designer/ Lighting director*	27.75	334.25	Costume designer/wardrobe	Mutual agreement	
Gaffer	20.00	241.75	Stylist*	18.00	216.25
Electrician / Lighting technician	17.00	203.75	Dresser	14.50	171.75
			Puppet designer	Mutual agreement	
Follow spot operator	17.00	203.75	Key make-up artist*	22.50	267.25
Motorized projector operator	19.00	229.25	Make-up artist*	22.50	267.25
Sound recordist / sound mixer*	20.00	241.75	Special effects make-up artist*	25.25	302.25
Boom operator / Sound assistant	17.00	203.75	Assistant make-up artist	20.00	241.75
Sound technician	18.50	222.75			
Cameraperson	22.50	267.25	POSTPRODUCTION		
Cameraperson COSS	25.50	305.75	Editor (on line, off line, digital)*	19.00	229.25
Assistant camera grip	14.50	171.75	Sound editor / sound mixer*	20.00	241.75
Set photographer*	20.00	241.75	Computer special effects technician / computer graphics technician*	20.00	241.75
Key set dresser*	22.50	267.25			
Set dresser*	22.50	267.25			
Props designer*	18.00	216.25			
Props person*	16.00	191.00			
Props assistant*	14.00	165.50			
Props specialist (props stagehand)	20.00	241.75			
Scenic painter*	Mutual agreement				
Special effects technician*	17.50	210.00			
Switcher	20.00	241.75			
ISO switcher	21.00	254.75			
Image controller (CCU)	19.00	229.25			
Cue prompter operator	15.50	184.75			
Videotape operator / Slow motion operator	15.50	184.75			
Video credits designer (studio or mobile)	15.50	184.75			
Key stagehand (video, art dept., grip, set)	18.00	216.25			
Stagehand (video, art dept., grip, set)	14.50	171.75			

*For these positions, the producer and the technician may also agree on a flat rate based on all work to be performed off the set, as per Section 10.13

LETTER OF AGREEMENT NO. 1

Relative to the Recognition of the APVQ

WHEREAS this agreement is made, in part, pursuant to the *Act respecting the professional status and conditions of engagement of performing, recording and film artists* (R.S.Q., c. S-32.1);

WHEREAS the APVQ was legally recognized on July 12, 1993, by the Commission de reconnaissance des associations d'artistes et des associations de producteurs ("CRAAAP") only to represent some positions covered by this collective agreement;

WHEREAS the APVQ has filed an application with the CRAAP to modify its recognition in order to add some artistic positions and this application is under study;

WHEREAS the parties have agreed, as stipulated in Sections 1.01 and 1.03 of this agreement that, in addition to the persons holding one of the positions covered by the recognition granted to the APVQ or by subsequent modification, this agreement pertains to the persons holding all of the positions listed in Tables 1 and 2 of Appendix D of the collective agreement;

THE PARTIES AGREE AS FOLLOWS:

1. No provision of this agreement shall be interpreted as an admission, in any way whatsoever, by the APFTQ that the positions subject to this collective agreement that are not positions covered by the legal recognition granted to the APVQ on July 12, 1993, or by subsequent modification, are "artist" positions within the meaning of the *Act respecting the professional status and conditions of engagement of performing, recording and film artists* (R.S.Q., c. S-32.1).

In witness whereof the parties have signed this 10th day of October 2001

FOR THE APVQ

FOR THE APFTQ

LETTER OF AGREEMENT NO. 3

Relative to the Recognition of the APFTQ

WHEREAS Section 40 of the *Act respecting the professional status and conditions of engagement of performing, recording and film artists*, R.S.Q., c. S-32.1, permits recognized artists' associations to negotiate collective agreements with producers that are not members of a producers' association until such time as a producers' association obtains legal recognition;

NOTWITHSTANDING the provisions set out in Chapter 3 relative to the exclusive recognition granted to the APFTQ within the scope of the agreement described in Chapter 1 hereof;

THE PARTIES AGREE AS FOLLOWS:

1. The preamble forms an integral part hereof;
2. The APVQ will not seek to conclude with a producer not a member of the APFTQ, working within the scope of the agreement described in Chapter 1 and not meeting the eligibility criteria of the APFTQ, a collective agreement that would include conditions more advantageous for that producer than those contained in this collective agreement;
3. The APVQ will not seek to renew a collective agreement with a producer not a member of the APFTQ, who works within the scope of the agreement described in Chapter 1 and who has already signed a collective agreement with the APVQ as at the date of signature of this collective agreement, in such manner that the new collective agreement would include conditions more advantageous for that producer than those contained in this collective agreement;
4. A copy of any agreement signed between the APVQ and such a producer, non-member of the APFTQ working within the scope of the agreement, shall be submitted to the APFTQ upon signature of such an agreement;
5. Should the collective agreement negotiated between the APVQ and the producer non-member of the APFTQ, working within the scope of this agreement described in Chapter 1, contain provisions more advantageous for that producer than those contained in this agreement, the members of the APFTQ shall be entitled to benefit from the more advantageous provisions of the agreement signed between the APVQ and the producer non-member of the APFTQ.
6. In witness whereof the parties have signed this 10th day of October 2001

FOR THE APVQ

FOR THE APFTQ

LETTER OF AGREEMENT NO. 4

Relative to the Cost of Use of the Collective Agreement by Producers Not Members of the APFTQ

WHEREAS the parties recognize the principle of a single collective agreement for the entire Province of Québec for the scope referred to in Chapter 1 hereof;

WHEREAS the parties recognize each other as the exclusive bargaining agent and representative of their respective members;

WHEREAS Section 3.13 of the collective agreement according to which “*All technicians belonging to the APVQ agree not to accept employment from a private-sector producer headquartered in Québec for a production that falls within the scope of this agreement, as described in Chapter 1, unless that producer adheres to this agreement by becoming a regular, trainee or permittee member of the APFTQ*”;

WHEREAS certain exceptional situations may justify an exemption from the obligation of APVQ members to work only for regular, trainee or permittee members of the APFTQ within the scope described in Chapter 1;

THE PARTIES AGREE AS FOLLOWS:

1. Nothing in this collective agreement shall be interpreted as prohibiting the members of the APVQ from working, or the APVQ from concluding or renewing collective agreements, with producers who do not meet the eligibility criteria of the APFTQ, with those who do not work within the scope of the agreement described in Chapter 1, or with those who, not being members of the APFTQ, have already signed, as at the date of signature of this collective agreement, a collective agreement with the APVQ, all subject to Letter of Agreement No. 3 as applicable;
2. When an exceptional situation arises, the APVQ, for the benefit of its members, may claim an exemption from Section 3.13 of the collective agreement;
3. Each exemption claim shall constitute an individual case and shall be judged on its merit;
4. The exemption, when granted, shall be conditional upon payment to the APFTQ and to the APVQ of the collective agreement usage fee;
5. The amount of the usage fee shall be determined by the parties for each exemption based on the circumstances of the production, and such amount shall be shared equally by them;

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6. Failing an agreement between the parties with respect to the exemption claim, the APFTQ shall retain all of its rights with respect to Section 3.13;
7. The exemption, when granted, shall apply only for a specific production and shall not, for any reason whatsoever, be invoked as a precedent.

In witness whereof the parties have signed this 10th day of October 2001

FOR THE APVQ

FOR THE APFTQ

LETTER OF AGREEMENT NO. 5

Relative to Sections 3.08 to 3.10 of the Collective Agreement

WHEREAS the parties recognize the importance of encouraging the development of new talent;

WHEREAS the APVQ is solely responsible for the eligibility criteria for the status of APVQ member or permittee;

WHEREAS Sections 3.08 to 3.10 of the collective agreement have been negotiated by the parties to the agreement, taking into account the eligibility criteria for the status of APVQ permittee effective on the date of signature of the collective agreement;

THE PARTIES AGREE AS FOLLOWS:

1. The preamble forms an integral part hereof;
2. The APVQ shall notify the APFTQ without delay of any change to the eligibility criteria for the status of APVQ permittee;
3. If such change limits access to the status of APVQ permittee, the effect of Sections 3.08 to 3.10 shall be suspended until such time as the parties agree to the necessary adaptations.

In witness whereof the parties have signed this 10th day of October 2001

FOR THE APVQ

FOR THE APFTQ

**Letter concerning the renewal of the AQTIS-APFTQ
collective agreement (VIDEO)**

**and
Rates 2009-2010**

**Between :
L'Association des producteurs de films et de
télévision du Québec (« APFTQ »)**

And

**L'Alliance québécoise des techniciens de l'image
et du son (« AQTIS »)**

2009-2010

AQTIS-APVQ VIDEO – OCTOBER 15, 2001

Between:

The Association des producteurs de films et de télévision du Québec (“APFTQ”)

and

The Alliance québécoise des techniciens de l’image et du son (“AQTIS”)

The official version of this collective agreement was written in French.

In case of incompatibility between the articles of this translated version and the original version, the latter shall prevail. This translation is made available without prejudice to the rights of the parties.

Subject to ratification by each party’s board of directors and general meeting, the parties agree to extend the *Entente collective intervenue entre l’AQTIS (APVQ) et l’APFTQ* in force from October 15, 2001 to October 1, 2004 in the following manner:

1. Increase in the producer’s contributions

- When this agreement comes into force: a 2% increase.
- Consequently, clause 14.06 is amended as follows:

14.06 The producer and the technician will make the following contributions:

Contribution	Producer	Technician
Group RRSP	5%	5%
Group insurance	3%	2.5%

2. Increase in the minimum salary grids

2.1 The salary grids stipulated in APPENDIX D of the Agreement as the minimum rates and flat rates have been increased as follows:

- when this agreement comes into force: a 5% increase.
- on January 1, 2010: a 2% increase.
- one year after the coming into force of this agreement: a 2% increase.

3. Daily magazine flat rate

- 3.1** The daily flat rates for magazine programs recorded on location are reduced to 11 hours and the rates for the flat rates stipulated in APPENDIX D of the Agreement as increased will from now on be paid for 11 hours.

Consequently, the collective agreement is amended with the addition of the following text:

10.11A *Notwithstanding article 10.11, the daily flat rate for magazine programs recorded on location is being increased for each hour required of the technician beyond the eleventh hour worked or devoted to travel time. When the technician works more than eleven (11) hours, the following increases will apply:*

- *the 12th hour is paid at the straight-time rate, i.e. 1/12 of the negotiated daily flat rate;*
- *the 13th and 14th hours are paid at time and a half, i.e. 1/8 of the negotiated daily flat rate;*
- *the 15th hour and each subsequent hour are paid at double time, i.e. 1/6 of the negotiated daily flat rate.*

- 3.2** As from the coming into force of this agreement and until the conclusion of the next collective agreement, the parties will meet every four (4) months to examine the application of these provisions and to document the genuine existence of situations that, according to AQTIS, are problematical from the standpoint of the application of the daily flat rate.

It is agreed that AQTIS may not claim that the rules stipulated in this letter of understanding constitute an established privilege for the union when the next collective agreement is negotiated. It is thus agreed that for the purposes of a possible dispute, AQTIS may not invoke article 3 of this letter of understanding in conjunction with such arbitration since it was concluded on a temporary basis in an exploratory manner for as long as it takes to document the situations that AQTIS indicated during negotiations leading to the renewal of the collective agreement. However, it is agreed that the parties may introduce as evidence the findings of this investigation and the context of such findings.

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3.3 AQTIS and the APFTQ agree to heighten awareness among their members of the following topics:

- the importance of completing the time sheets in a timely manner as stipulated in article 10.57 and that AQTIS intends to file henceforth grievances for alleged non-compliance with article 10.57 of the collective agreement;
- a technician hired under a daily flat rate is entitled to a meal period even if he is not entitled to meal penalties.

Such awareness-building can be achieved by means of a joint press release drafted and transmitted for this purpose by the parties and by another means of communication that the parties deem to be appropriate, within forty-five (45) days of the coming into force of this agreement.

4. Gas allowance

4.1 Article 12.13 is replaced by the following text:

12.13 *A producer who asks a technician to travel or use his own vehicle for the purposes of the production must reimburse the cost of using a personal vehicle per kilometre travelled at the rate in force in the Revenu Québec Bulletin entitled "Deduction Limits and Rates Applicable to the Use of an Automobile," plus parking fees, as the case may be.*

Revenu Québec Website for consultation (as of the date of signing of this agreement):

http://www.revenu.gouv.qc.ca/eng/ministere/centre_information/actu_alite/2008/2008-01-23.asp

This rate was \$0.52 per kilometre at the time of signing of this agreement.

It is the responsibility of AQTIS to notify the APFTQ of updates to the rate. Following such notice, the APFTQ has thirty (30) days in which to adjust its administrative operations pertaining to these reimbursable expenses.

5. per diem allowance

5.1 The rates stipulated in article 13.02 are replaced by the following rates:

Breakfast	\$11
Lunch	\$18
Dinner	\$27
Any other meal	\$18

6. Statutory holidays

6.1 Articles 11.01 to 11.09 have been replaced by the following texts:

11.01 *For the purposes of this agreement, the statutory holidays are:*

- *New Year's Day (January 1);*
- *Easter Friday or Easter Monday (at the producer's discretion*);*
- *The Journée nationale des patriotes (the Monday preceding May 25);*
- *The Fête nationale du Québec (June 24);*
- *Canada Day (July 1);*
- *Labour Day (the first Monday in September);*
- *Thanksgiving (the second Monday in October);*
- *Christmas (December 25).*

**The producer must notify the team and AQTIS of the statutory holiday that he has chosen, at the latest on the first (1st) day of recording.*

11.02 *In the case of a recording abroad (outside Canada), the statutory holidays are those applicable in the country concerned, except for Christmas and New Year's Day.*

11.03 *Any technician who works on a statutory holiday is remunerated on the basis of the BHR or the negotiated daily flat rate increased by one hundred percent (100%).*

11.04 *Any technician who works on the day before Christmas, the day after Christmas, the day before New Year's Day, the day after New Year's Day or on Easter is remunerated on the basis of the BHR or the negotiated daily flat rate increased by one hundred percent (100%).*

11.05 *For each statutory holiday stipulated in article 11.01 or 11.02, whether or not he worked on this statutory holiday, the technician is entitled to an indemnity calculated according to the following conditions and procedures:*

A) *The technician must have worked on the same production:*

(i) *at least one day during the fourteen (14) calendar days preceding the statutory holiday and one day during the seven (7) calendar days following the statutory holiday –or–*

(ii) *at least one day during the seven (7) calendar days preceding the statutory holiday and one day during the fourteen (14) calendar days following the statutory holiday;*

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B) *The indemnity for a statutory holiday is equivalent to 1/20 of the technician's guaranteed daily remuneration multiplied by the number of days on which he worked for the same production during the twenty-eight (28) calendar days preceding the statutory holiday;*

C) *The maximum indemnity stipulated for the technician who works according to variable hiring methods during the twenty-eight (28) calendar days preceding the statutory holiday corresponds to the total amount of the guaranteed daily remuneration during this period (with the exception of any bonus, penalty, increase, allowance, per diem allowance, and so on) divided by the number of days worked during this period, i.e. the average of the guaranteed daily remuneration;*

However, for non-dramatic productions and young people's programs, the technician is entitled to the indemnity stipulated above if he does not work on a statutory holiday;

In this paragraph, the expression "non-dramatic productions" refers to productions that are not fiction, e.g. magazine programs and variety shows, and the expression "young people's programs" refers to programs intended for viewers 17 years of age or under (based on the CTF's rules).

11.06 *When a statutory holiday falls on a Monday or a Friday, the producer may not change the recording to the preceding or subsequent Saturday or Sunday, as the case may be, if the Saturday or the Sunday is not the usual recording day for the programs, unless production requirements make it necessary to do so.*

11.07 *The provisions in articles 11.03 and 11.04 do not apply to the recording of a show comprising events devoted to the celebrations of a statutory holiday.*

- 6.2** The parties agree that pending grievances concerning the payment of statutory holidays have been withdrawn with the exception of grievance number 2007-V-018, filed by AQTIS in respect of the Les Boys production.

The grievances have been withdrawn under protest and no admission and may not be invoked either as a past practice or as a precedent between the parties under any circumstances, including, but not solely, when the collective agreement is renewed.

- 6.3** For the purposes of clarification, with respect to recordings abroad, the parties confirm their shared interpretation to the effect that the expression "statutory holidays applicable in the countries concerned" refers to the statutory holidays determined by legislation in the country visited.

7. **Application of the “film” agreement to certain video productions**

- 7.1 The parties agree that the “film” collective agreement is applicable, by making the necessary adjustments, to dramatic feature films recorded in video or digital format intended for theatrical release and with a budget of \$3 million or more.

Without restricting the adjustments that might be necessary to apply this collective agreement to this type of production, the parties are willing to accept, temporarily and bearing in mind their determination to quickly settle the extension of the collective agreement, the pay scale of tier 1 and tier 4 as a minimum rate.

However, the application of these tiers must not be considered as acceptance by the parties of its appropriateness. More specifically, the parties reserve all of their rights concerning a review of these tiers during the next round of negotiations.

The APFTQ informs AQTIS that it accepts the application of the rules stipulated in the collective agreement (Film) to these productions, bearing in mind the uncertainty surrounding the contents of the legislation to be adopted following the tabling of Bill 90 and the determination of the parties to quickly reach a renewal agreement. It is agreed that the APFTQ and AQTIS entirely reserve their rights and the possibility of reviewing their position during the next round of negotiations, depending on the final contents of the legislation that the National Assembly adopts.

Despite the opinion expressed by the APFTQ in the preceding paragraph concerning its reasons for accepting the foregoing, the parties agree that this letter of understanding will remain in force until the date stipulated in article 10 herein, regardless of the contents of Bill 90.

Article 7 of this letter of understanding may not be invoked as a precedent before a dispute arbitrator.

8. **Data wrangler**

- 8.1 The parties agree to the following:

***WHEREAS** AQTIS wants the APFTQ to recognize as being subject to the collective agreement a position that it refers to as a “data wrangler”;*

***WHEREAS** the APFTQ maintains that certain tasks and duties that AQTIS attributes to the individuals who would occupy such positions exist and are sometimes already performed by certain technicians in conjunction with duties already included in the collective agreement, e.g. video assist operator;*

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1. *The person whose services are retained to chiefly perform the duties of a data wrangler is covered by the collective agreement applicable to the production on which the person works. The applicable rate will be negotiated by mutual agreement between the producer and the person concerned.*

2. a) *The parties agree to establish a follow-up committee made up of two (2) representatives of AQTIS and two (2) representatives the APFTQ. This committee will be responsible for:*
 - *examining the new tasks that arise in the wake of broader recourse to digital cameras and production tools;*

 - *examining the impact of such digitization of production on existing duties already recognized under the collective agreement;*

 - *suggesting to the parties, if it deems it appropriate bearing in mind the practices and situations that are developing in the Québec industry, the addition of new duties to the collective agreement;*

 - *determining, as a matter of priority, the main tasks associated with this position, as the case may be. The parties agree to examine all of the situations in which the tasks identified by the parties as being the responsibility of such a technician are performed through a position already stipulated in the collective agreement. The identification of such tasks does not mean that they may not be performed by another person or another supplier of services;*

- b) *The committee will determine the procedure that it follows and the frequency of its meetings. The parties will provide the committee with information relevant to the fulfilment of its mandate, including, without being solely confined to, information on employment contracts signed in respect of a position covered by the agreement and in respect of which the technician is also called upon to perform in conjunction with this contract the tasks of a data wrangler. The latter information must be mentioned in the technician's contract.*

3. *It is agreed that articles 1.08 and 3.17 of the collective agreement (video) apply to the productions covered by article 7 of this Letter of Understanding (dramatic feature films recorded by means of video or digital format intended for theatrical release with a budget of \$3 million or more) in respect of the tasks of a data wrangler.*

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4. *The APFTQ and AQTIS agree to support before the RFAVQ a request that training be set up aimed at technicians who wish to broaden their skills in the realm of digital production.*

8.2 Article 8.1 of this letter of understanding will remain in force for the duration of the collective agreement. Upon its expiry, it will remain in force until it is renewed. The parties agree to discuss this question again at the time of renewal of the collective agreement, bearing in mind, in particular, the information obtained through the committee's deliberations. It is agreed that this article 8 may not be invoked by the parties in conjunction with dispute arbitration.

9. Adjustment of the agreement in the wake of legislative amendments

9.1 The parties agree that once Bill 90 is adopted, they will promptly, quickly renegotiate (first meeting at the latest 30 days after the adoption of Bill 90) the provisions covering the impact, as regards the APFTQ and its members, of the hiring conditions that AQTIS has negotiated with producers who are not members of the APFTQ and the reciprocity rules that might apply between the parties.

10. Date of coming into force and duration of the extension

10.1 All of these amendments come into force on April 26, 2009 and apply, in particular, to employment contracts signed prior to that date in respect of all services rendered starting on that date. However, as an exception, article 7 of this letter of understanding is inapplicable to the production *Une belle mort* inasmuch as nine (9) days of recording remain;

10.2 The collective agreement is extended for a period of sixteen (16) months starting on the date of coming into force that is up to and including August 25, 2010. The parties agree to begin negotiations with a view to renewing the collective agreement six (6) months before its expiry;

10.3 All of the other provisions of the collective agreement not modified by this letter of understanding remain unchanged.

IN WITNESS WHEREOF, the parties to this agreement have signed in Montréal three original copies on this _____ day of _____, 2009:

FOR THE APFTQ

FOR AQTIS

Vincent Leduc
President

Brunhilde Pradier
President

Claire Samson
Chairwoman and CEO

Patrick Demars
Director General

Julie Patry
Director of Labour Relations

Marc Lesage
Chief Negotiator

PAY SCALES 2009-2010

Film style	Minimum rate April 26 th 2009		Minimum rate January 1 st 2010		Minimum rate April 26 th 2010	
	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
CAMERA						
Director of photography *	\$40,75	\$486,75	\$41,50	\$496,50	\$42,25	\$506,25
Lighting designer *	\$40,75	\$486,75	\$41,50	\$496,50	\$42,25	\$506,25
Lighting director *	\$40,75	\$486,75	\$41,50	\$496,50	\$42,25	\$506,25
Camera operator / Cameraman	\$37,75	\$454,50	\$38,50	\$463,50	\$39,25	\$472,75
Camera operator / Steadicam	\$35,25	\$422,00	\$36,00	\$430,50	\$36,50	\$439,25
1st camera assistant	\$25,25		\$25,75		\$26,25	
2nd camera assistant	\$20,75		\$21,25		\$21,50	
Still photographer *	\$21,50		\$22,00		\$22,50	
Data wrangler	De gré à gré		De gré à gré		De gré à gré	
Video-assist operator	\$13,75		\$14,00		\$14,25	
COORDINATION						
Production coordinator	\$19,50	\$234,00	\$19,75	\$238,50	\$20,25	\$243,25
Art department coordinator	\$19,50	\$234,00	\$19,75	\$238,50	\$20,25	\$243,25
Set coordinator	\$19,50	\$234,00	\$19,75	\$238,50	\$20,25	\$243,25
Transport coordinator	\$19,50	\$234,00	\$19,75	\$238,50	\$20,25	\$243,25
Security coordinator *	\$19,50	\$234,00	\$19,75	\$238,50	\$20,25	\$243,25
Vehicle coordinator	\$19,50	\$234,00	\$19,75	\$238,50	\$20,25	\$243,25
HAIR						
Key hairdresser *	\$25,00	\$297,50	\$25,50	\$303,25	\$26,00	\$309,50
Hairdresser *	\$21,50		\$22,00		\$22,50	
Assistant hairdresser	\$17,50		\$18,00		\$18,25	
WARDROBE						
Costume designer	\$27,75	\$333,00	\$28,50	\$339,75	\$29,00	\$346,50
Wardrobe master / mistress	\$24,75	\$294,25	\$25,25	\$300,25	\$25,75	\$306,25
Assistant wardrobe master / mistress	\$19,00	\$226,00	\$19,25	\$230,50	\$19,75	\$235,25
Key dresser	\$20,25		\$20,50		\$21,00	
Dresser	\$19,00		\$19,25		\$19,75	
Assistant dresser	\$16,25		\$16,50		\$17,00	
Seamstress	\$14,50		\$14,75		\$15,00	
Specialized wardrobe technician	\$19,00		\$19,25		\$19,75	
Wardrobe technician	\$12,00		\$12,25		\$12,50	
MAKE-UP						
Key make-up artist *	\$25,00	\$297,50	\$25,50	\$303,25	\$26,00	\$309,50
Special effects make-up artist	\$25,00	\$297,50	\$25,50	\$303,25	\$26,00	\$309,50
Make-up artist *	\$21,50		\$22,00		\$22,50	
Assistant make-up artist	\$17,50		\$18,00		\$18,25	
ART DEPARTMENT						
Assistant art director	\$21,75	\$263,75	\$22,25	\$269,00	\$22,75	\$274,50
Key set decorator *	\$27,25	\$326,25	\$27,75	\$332,75	\$28,50	\$339,50
Set dresser *	\$24,50	\$291,75	\$25,00	\$297,50	\$25,50	\$303,50
Assistant set dresser	\$19,25		\$19,50		\$20,00	
Scenic technician	\$16,75		\$17,25		\$17,50	
Set property master	\$23,00		\$23,50		\$24,00	
Property master *	\$20,50	\$246,25	\$21,00	\$251,25	\$21,25	\$256,25
Assistant property / Set *	\$16,25		\$16,50		\$17,00	
Scenic artist *	\$21,50		\$22,00		\$22,50	
Head painter	\$21,50		\$22,00		\$22,50	
Painter	\$19,75		\$20,00		\$20,50	
Assistant painter	\$14,50		\$14,75		\$15,00	
Sculptor-moulder	\$21,50		\$22,00		\$22,50	
Construction manager / Head carpenter	\$24,50		\$25,00		\$25,50	
Carpenter	\$19,75		\$20,00		\$20,50	
Assistant carpenter	\$14,25		\$14,50		\$14,75	
Special effects technician *	\$25,00		\$25,50		\$26,00	
Assistant special effects technician	\$19,75		\$20,00		\$20,50	

*For these positions, the producer and the technician may also agree on a flat rate based on all work to be performed off the set, as per Section 10.13.

**These technicians may be hired if each electrician or grip crew is composed of at least three technicians, including the key and best boy.

***These technicians may be hired if the unit/location management crew is composed of at least five technicians, including the manager.

Film style	Minimum rate April 26 th 2009		Minimum rate January 1 st 2010		Minimum rate April 26 th 2010	
	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
EDITING						
Editor	\$27,75	\$333,00	\$28,50	\$339,75	\$29,00	\$346,50
Assistant editor	\$18,50		\$18,75		\$19,00	
Sound editor *	\$25,75	\$307,50	\$26,25	\$313,50	\$26,75	\$319,75
Assistant sound editor	\$18,50		\$18,75		\$19,00	
ASS. DIRECTOR						
1 st assistant director	\$26,00	\$310,50	\$26,50	\$316,75	\$27,00	\$323,00
2 nd assistant director	\$20,75		\$21,25		\$21,50	
3 rd assistant director	\$17,00		\$17,50		\$17,75	
Script supervisor	\$24,25		\$24,75		\$25,25	
UNIT and TRANSPORT						
Production secretary	\$17,75		\$18,25		\$18,50	
Unit manager	\$22,75	\$272,75	\$23,25	\$278,25	\$23,75	\$283,75
Assistant unit manager	\$17,00	\$204,00	\$17,50	\$208,00	\$17,75	\$212,25
Location manager	\$22,75	\$272,75	\$23,25	\$278,25	\$23,75	\$283,75
Assistant location manager *	\$17,00	\$204,00	\$17,50	\$208,00	\$17,75	\$212,25
Production assistant	\$14,25		\$14,50		\$14,75	
Additional production assistant ***	\$9,25		\$9,25		\$9,50	
Driver	\$14,25		\$14,50		\$14,75	
Craft person	\$14,25	\$166,00	\$14,50	\$169,25	\$14,75	\$172,50
SOUND						
Production sound recordist / Mixer *	\$27,50	\$331,00	\$28,00	\$337,75	\$28,75	\$344,50
Boom operator	\$22,00		\$22,50		\$23,00	
LIGHTING & GRIP						
Gaffer / Chief lighting / Electrician	\$25,00		\$25,50		\$26,00	
Best boy lighting / Electrician	\$23,00		\$23,50		\$24,00	
Lighting / Electrician technician	\$20,25		\$20,50		\$21,00	
Additional lighting / Electrician technician **	\$12,00		\$12,25		\$12,50	
Generator operator	\$21,50		\$22,00		\$22,50	
Key grip	\$25,00		\$25,50		\$26,00	
Best boy grip	\$23,00		\$23,50		\$24,00	
Grip	\$20,25		\$20,50		\$21,00	
Additional grip **	\$12,00		\$12,25		\$12,50	

*For these positions, the producer and the technician may also agree on a flat rate based on all work to be performed off the set, as per Section 10.13.

**These technicians may be hired if each electrician or grip crew is composed of at least three technicians, including the key and best boy.

***These technicians may be hired if the unit/location management crew is composed of at least five technicians, including the manager.

Other productions	Minimum rate April 26 th 2009		Minimum rate January 1 st 2010		Minimum rate April 26 th 2010	
CAMERA	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
Director of photography *	\$29,25	\$351,00	\$29,75	\$358,00	\$30,25	\$365,25
Lighting designer *	\$29,25	\$351,00	\$29,75	\$358,00	\$30,25	\$365,25
Lighting director *	\$29,25	\$351,00	\$29,75	\$358,00	\$30,25	\$365,25
Camera operator C.O.S.S. (Steadicam)	\$26,75	\$321,00	\$27,25	\$327,50	\$27,75	\$334,00
Camera operator / Cameraman	\$23,75	\$280,50	\$24,00	\$286,25	\$24,50	\$292,00
Still photographer *	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
Data wrangler	De gré à gré		De gré à gré		De gré à gré	
Assistant camera grip	\$15,25	\$180,25	\$15,50	\$184,00	\$15,75	\$187,50
HAIR	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
Key hairdresser *	\$23,75	\$280,50	\$24,00	\$286,25	\$24,50	\$292,00
Hairdresser *	\$23,75	\$280,50	\$24,00	\$286,25	\$24,50	\$292,00
Assistant hairdresser	\$15,25	\$180,25	\$15,50	\$184,00	\$15,75	\$187,50
WARDROBE	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
Costume designer	De gré à gré		De gré à gré		De gré à gré	
Wardrobe master mistress	De gré à gré		De gré à gré		De gré à gré	
Stylist *	\$19,00	\$227,00	\$19,25	\$231,50	\$19,75	\$236,25
Dresser	\$15,25	\$180,25	\$15,50	\$184,00	\$15,75	\$187,50
Puppet designer	De gré à gré		De gré à gré		De gré à gré	
MAKE-UP	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
Key make-up artist *	\$23,75	\$280,50	\$24,00	\$286,25	\$24,50	\$292,00
Special effects make-up artist	\$26,50	\$317,25	\$27,00	\$323,75	\$27,50	\$330,25
Make-up artist *	\$23,75	\$280,50	\$24,00	\$286,25	\$24,50	\$292,00
Assistant make-up artist	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
ART DEPARTMENT	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
Key set decorator *	\$23,75	\$280,50	\$24,00	\$286,25	\$24,50	\$292,00
Set decorator *	\$23,75	\$280,50	\$24,00	\$286,25	\$24,50	\$292,00
Key grip / Stagehand art dept.	\$19,00	\$227,00	\$19,25	\$231,50	\$19,75	\$236,25
Stagehand / Grip art dept.	\$15,25	\$180,25	\$15,50	\$184,00	\$15,75	\$187,50
Key / Grip stagehand set	\$19,00	\$227,00	\$19,25	\$231,50	\$19,75	\$236,25
Stagehand / Grip set	\$15,25	\$180,25	\$15,50	\$184,00	\$15,75	\$187,50
Props designer	\$19,00	\$227,00	\$19,25	\$231,50	\$19,75	\$236,25
Props man	\$16,75	\$200,50	\$17,25	\$204,50	\$17,50	\$208,75
Assistant props man *	\$14,75	\$173,75	\$15,00	\$177,25	\$15,25	\$180,75
Props specialist (props stagehand)	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
Scenic artist*	De gré à gré		De gré à gré		De gré à gré	
Special effects technician *	\$18,50	\$220,50	\$18,75	\$225,00	\$19,00	\$229,50
EDITING	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
Editor *	\$20,00	\$240,75	\$20,25	\$245,50	\$20,75	\$250,50
Sound editor *	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
Sound mixer	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
Computer graphics designer *	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
Computer graphics designer FX tech. *	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
PRODUCTION	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
Unit manager / Director *	\$23,75	\$280,50	\$24,00	\$286,25	\$24,50	\$292,00
TELEVISION UNIT	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
Switcher / Switchman	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
Switcher ISO / Switchman ISO	\$22,00	\$267,50	\$22,50	\$272,75	\$23,00	\$278,25
Image / Camera controler (CCU)	\$20,00	\$240,75	\$20,25	\$245,50	\$20,75	\$250,50
Teleprompter operator	\$16,25	\$194,00	\$16,50	\$197,75	\$17,00	\$201,75
Slow motion operator	\$16,25	\$194,00	\$16,50	\$197,75	\$17,00	\$201,75
Videographer	\$16,25	\$194,00	\$16,50	\$197,75	\$17,00	\$201,75
Key grip video	\$19,00	\$227,00	\$19,25	\$231,50	\$19,75	\$236,25
Grip video	\$15,25	\$180,25	\$15,50	\$184,00	\$15,75	\$187,50
SOUND	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
Production sound recordist / Mixer	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
Sound mixer	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
PA sound mixer operator	\$19,50	\$234,00	\$19,75	\$238,50	\$20,25	\$243,25
Boom operator	\$17,75	\$214,00	\$18,25	\$218,25	\$18,50	\$222,50
Assistant sound department	\$17,75	\$214,00	\$18,25	\$218,25	\$18,50	\$222,50
TECHNIQUE	Hourly rate	Flat rate	Hourly rate	Flat rate	Hourly rate	Flat rate
Gaffer / Head lighting / Electrician technician	\$21,00	\$253,75	\$21,50	\$259,00	\$21,75	\$264,00
Lighting / Electrician technician	\$17,75	\$214,00	\$18,25	\$218,25	\$18,50	\$222,50
Follow spot operator	\$17,75	\$214,00	\$18,25	\$218,25	\$18,50	\$222,50
Moving light / scan operator	\$20,00	\$240,75	\$20,25	\$245,50	\$20,75	\$250,50
Key grip	\$19,00	\$227,00	\$19,25	\$231,50	\$19,75	\$236,25
Grip	\$15,25	\$180,25	\$15,50	\$184,00	\$15,75	\$187,50

*For these positions, the producer and the technician may also agree on a flat rate based on all work to be performed off the set, as per Section

