

SCALE AGREEMENT

between the

National Film Board of Canada (NFB)



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.

From May 1, 2015 to December 31, 2019

Note.....	16
Chapter 1 - Definitions	16
1.01 APPEL AVANCÉ (early call) :	16
1.02 GENERAL CALL (<i>APPEL GÉNÉRAL</i>):.....	16
1.03 TRAINEE	16
1.04 AQTIS:	16
1.05 CAMERA WRAP (BRIS DE PLATEAU):	16
1.06 WORK SCHEDULE (CALENDRIER DE TRAVAIL):	17
1.07 OVERLAPPING (<i>CHEVAUCHEMENT</i>):	17
1.08 COMBINATION:.....	17
1.09 CONTRACT OF EMPLOYMENT (<i>CONTRAT D'ENGAGEMENT</i>):	17
1.10 CALL (<i>CONVOCATION</i>):	17
1.11 INTERNATIONAL COPRODUCTION (<i>COPRODUCTION INTERNATIONALE</i>):.....	17
1.12 DOMESTIC COPRODUCTION (<i>COPRODUCTION NATIONALE</i>):.....	17
1.13 TEAM DELEGATE (<i>DÉLÉGUÉ D'ÉQUIPE</i>):.....	17
1.14 EMPLOYEE (EMPLOYÉ):	17
1.15 RECORDING (<i>ENREGISTREMENT</i>):	18
1.16 AQTIS TEAM (<i>ÉQUIPE AQTIS</i>):.....	18
1.17 WORK PLAN (FEUILLE DE SERVICE):.....	18
1.18 TIME SHEET (FEUILLE DE TEMPS):	18
1.19 PRODUCTION DE PRODUCTION:	18
1.20 FORCE MAJEURE :	18
1.21 REMITTANCE SHEET:.....	18
1.22 GUARANTEED DAY (<i>JOUR GARANTI</i>):	18
1.23 UPGRADE (MAJORATION):	18
1.24 MEMBER OF AQTIS (<i>MEMBRE DE L'AQTIS</i>):.....	19
1.25 SHUTTLE:.....	19
1.26 PARTIES:.....	19
1.27 PENALTIES (<i>PÉNALITÉS</i>):	19
1.28 WORK PERIOD (Work Sequence) (PÉRIODE DE TRAVAIL [Séquence de travail]): .	19
1.29 WORK PERMIT (PERMIS DE TRAVAIL):.....	19
1.30 PERMITTEE TECHNICIAN (<i>PERMISSIONNAIRE</i>):	19

1.31	SUPPLEMENTARY SHOT (PLAN COMPLÉMENTAIRE):	19
1.32	SET (PLATEAU):	19
1.33	PREMIUM (<i>PRIME</i>):	20
1.34	PRODUCER (<i>PRODUCTEUR</i>):	20
1.35	PRODUCTION:	20
1.36	REMITTANCES:	20
1.37	MEAL (<i>REPAS</i>):	20
1.38	REPRESENTATIVE OF AQTIS (REPRÉSENTANT DE L’AQTIS):	20
1.39	REPRESENTATIVE OF THE PRODUCER (<i>REPRÉSENTANT DU PRODUCTEUR</i>):	20
1.40	TRAINEE (STAGIAIRE):	20
1.41	STUDIO:	21
1.42	APPLICABLE HOURLY RATE (AHR) (<i>TARIF HORAIRE APPLICABLE [THA]</i>):	21
1.43	BASIC HOURLY RATE (BHR) (<i>TARIF HORAIRE DE BASE [THB]</i>):	21
1.44	TECHNICIAN (<i>TECHNICIEN</i>):	21
1.45	WORK TRANSPORTATION TIME (TEMPS TRANSPORT TRAVAIL):	21
1.46	TRAVEL TRANSPORTATION TIME (<i>TEMPS TRANSPORT-VOYAGE</i>):	21
1.47	SHOOTING (<i>Tournage</i>):	21
1.48	WRAP DISMANTLING (« <i>WRAP</i> » <i>DÉMONTAGE</i>):	21
Chapter 2 – Scope of agreement		21
2.01		21
2.02		22
2.03		22
2.04		22
2.05		22
Chapter 3 – Recognition and Union rights		22
Recognition		22
3.01		23
3.02		23
3.03	Domestic coproduction	23
3.04	International coproduction	24
3.05		24
3.06		24

Union security	24
3.07.....	24
3.08.....	25
Annual general meeting.....	25
3.09.....	25
Team delegate.....	25
3.10.....	25
3.11.....	25
3.12.....	25
3.13.....	26
3.14.....	26
3.15.....	26
3.16.....	26
Chapter 4 - Rights and obligations of the Producer	26
4.01.....	26
4.02.....	26
Insurance.....	27
4.03.....	27
4.04.....	27
4.05.....	27
Information	27
4.06.....	27
Chapter 5 – Permittee and Work permit	27
Permittee.....	27
5.01.....	27
5.02.....	27
5.03.....	28
Work permit.....	28
5.04.....	28
5.05.....	28
5.06.....	28
5.07.....	28
5.08.....	28

5.09.....	29
5.10.....	29
5.11.....	29
5.12.....	29
Trainee	29
5.13.....	29
5.14.....	29
5.15.....	30
Chapter 6 – Contributions, Deductions and Remittances.....	30
Dues.....	30
6.01.....	30
Work permit	30
6.02.....	30
6.03.....	30
6.04.....	30
6.05.....	31
RSP.....	31
6.06.....	31
6.07.....	31
TVP FUND	31
6.08.....	31
6.09.....	31
6.10.....	32
Remittance	32
6.11.....	32
6.12.....	32
6.13.....	32
Delay.....	32
6.14.....	33
6.15.....	33
Chapter 7 – Hiring and Contract	33
Hiring.....	33
7.01.....	33

7.02.....	33
7.03.....	33
7.04.....	33
Contract.....	34
7.05.....	34
7.06.....	34
7.07.....	34
7.08.....	35
7.09.....	35
7.10.....	35
7.11.....	35
7.12.....	35
7.13.....	35
7.14.....	36
7.15.....	36
7.16.....	36
Position.....	36
7.17.....	36
7.18.....	36
7.19.....	36
Chapter 8 – Pay period, Pay slip and Time sheet	37
Pay period	37
8.01.....	37
8.02.....	37
8.03.....	37
Pay slip.....	37
8.04.....	37
Time sheet.....	38
8.05.....	38
8.06.....	38
8.07.....	38
8.08.....	38
8.09.....	38

8.10.....	38
Chapter 9 – Modification of contract.....	39
Postponement of the beginning of the Production	39
9.01.....	39
9.02.....	39
9.03.....	39
9.04.....	39
Postponement of a workday.....	39
9.05.....	39
9.06.....	40
9.07.....	40
9.08.....	40
Weather delay.....	40
9.09.....	40
Replacement	40
9.10.....	40
Excusable absence.....	41
9.11.....	41
9.12.....	41
9.13.....	41
Cancellation of a day.....	41
9.14.....	41
9.15.....	41
9.16.....	42
9.17.....	42
Termination of the contract.....	42
9.18.....	42
9.19.....	42
9.20.....	43
Termination of the contract during performance.....	43
9.21.....	43
Immediate termination.....	44
9.22.....	44

Halt or suspension.....	44
9.23.....	44
9.24.....	44
9.25.....	44
Force majeure	44
9.26.....	44
9.27.....	45
Chapter 10 – Health and safety	45
10.01.....	45
10.02.....	45
10.03.....	45
10.04.....	45
10.05.....	46
10.06.....	46
10.07.....	46
10.08.....	46
10.09.....	46
10.10.....	46
10.11.....	47
Chapter 11 – Credits, Professionals clauses and Combination	47
Credits	47
11.01.....	47
11.02.....	47
11.03.....	47
Material and equipment	47
11.04.....	47
11.05.....	47
11.06.....	48
11.07.....	48
11.08.....	48
Personal money and credit card	48
11.09.....	48
11.10.....	48

Sound and visual recording	48
11.11.....	49
Conflict of interest.....	49
11.12.....	49
Location manager (Shooting)	49
11.13.....	49
Make-up artist and hairdresser.....	49
11.14.....	49
11.15.....	50
Editor.....	50
11.16.....	50
11.17.....	50
Still photographer	50
11.18.....	50
11.19.....	50
11.20.....	51
11.21.....	51
11.22.....	51
11.23.....	51
11.24.....	51
Combination Script-clerk.....	51
11.25.....	52
Combination.....	52
11.26.....	52
Chapter 12 - Equipment leasing.....	52
12.01.....	52
Chapitre 13 – Joint committee, Greivance and Greivance procedure.....	52
Basic principle	52
13.01.....	52
13.02.....	53
Joint committee	53
13.03.....	53
13.04.....	53

13.05.....	53
13.06.....	53
13.07.....	53
13.08.....	54
Grievance	54
Grievance procedure.....	54
13.09.....	54
13.10.....	54
13.11.....	54
Arbitration procedure	54
13.12.....	54
13.13.....	54
13.14.....	54
13.15.....	55
13.16.....	55
13.17.....	55
13.18.....	55
Chapter 14 – Work schedule	55
General provisions	55
14.01.....	55
14.02.....	55
14.03.....	56
14.04.....	56
14.05.....	56
Disciplinary notice for lateness	56
14.06.....	56
Work Plan	56
14.07.....	56
Remuneration on an hourly basis	56
10 MHG	56
14.08.....	57
5 MHG	57
14.09.....	57
	10

14.10.....	58
Early Call.....	58
14.11.....	58
Night shift premium	58
14.12.....	59
Fortieth and forty-first (41st) and subsequent hours	59
14.13.....	59
Overtime days (6th, 7th and subsequent days)	59
14.14.....	59
14.15.....	59
14.16.....	59
Work schedules in other country.....	60
14.17.....	60
French Set.....	60
14.18.....	60
14.19.....	60
14.20.....	60
14.21.....	60
14.22.....	61
Chapter 15 – Work calendar, rest period, day off, overlapping	61
Work calendar	61
General provisions	61
15.01.....	61
15.02.....	61
Fixed-term Contract	61
15.03.....	61
15.04.....	61
15.05.....	61
Rest period	61
15.06.....	61
15.07.....	62
15.08.....	62

15.09.....	62
15.10.....	62
Overlapping.....	62
15.11.....	62
Chapter 16 – Meal periods and grace period.....	62
Meal periods	62
General provisions	62
16.01.....	63
16.02.....	63
16.03.....	63
16.04.....	63
16.05.....	63
16.06.....	64
Work outside the Set	64
16.08.....	64
5 MHG during Shooting.....	64
16.09.....	64
Meal period less than an hour	64
16.10.....	64
3-5 meal schedule	64
16.11.....	64
2nd and subsequent 3-5 schedule meals.....	65
16.12.....	65
3-6 meal schedule	65
16.13.....	65
16.14.....	65
16.15.....	65
2 nd meal and subsequent 3/6.....	65
16.16.....	65
Substantial snack prior to the General Call.....	66
16.17.....	66
16.18.....	66

16.19.....	66
Meal penalty	66
16.20.....	66
Grace period – 1st Meal.....	66
16.21.....	66
Chapter 17 – Urban zone, Transport.....	67
Montreal Urban Zone.....	67
17.01.....	67
Intermediate Montréal Zone	67
17.02.....	67
Remote Zone.....	68
17.03.....	68
Overlap of different zones	68
17.04.....	68
Travel transportation	69
17.05.....	69
17.06.....	69
17.07.....	69
17.08.....	69
17.09.....	70
Work during TTT.....	70
17.10.....	70
Time transport travel within the Zone.....	70
17.11.....	70
Work transportation	70
17.12.....	70
17.13.....	71
17.14.....	71
WTT on a day off	71
17.15.....	71
Shuttle service.....	71
17.16.....	71
17.17.....	71

17.18.....	72
17.19.....	72
Kilometrage expenses	72
17.20.....	72
Outside the urban zone.....	72
17.21.....	72
Chapitre 18 - Holidays	73
Holidays	73
18.01.....	73
18.02.....	73
18.03.....	74
18.04.....	74
18.05.....	74
18.06.....	74
Allowance	74
18.07.....	74
Chapter 19 - Pier diem et hébergement	75
19.01.....	75
19.02.....	75
19.03.....	75
19.04.....	76
19.05.....	76
19.06.....	76
Per diem outside of Quebec.....	76
19.07.....	76
Accomodation	76
19.08.....	76
19.09.....	76
Chapter 20 - Security deposit.....	77
20.01.....	77
20.02.....	77
20.03.....	77
20.04.....	77

20.05.....	78
Chapitre 21 - Notices.....	78
Notices.....	78
21.01.....	78
21.02.....	78
21.03.....	78
21.04.....	78
Chapter 22 – Minimum salary scale	78
Chapter 23 – Coming into force, duration of the agreement, increments in minimum salary	81
Coming into force and duration of the Scale Agreement	81
23.01.....	81
Increments in minimum salary scales	81
23.02.....	81
Resumption of negotiations.....	81
23.03.....	81
23.04.....	82
Final provision	82
23.05.....	82
23.06.....	82
23.07.....	82
Schedules and Letters of agreement	84
Schedule A – Contract	84
Schedule B – Time Sheet	85
Schedule C – Work permit.....	86
Schedule D – Remittance	87
Schedule E – Production information	88
Schedule F – Trainee evaluation form.....	89
Schedule “G” – POLITIQUE DE REMBOURSEMENT DU KILOMÉTRAGE.....	90
Letters of agreement.....	91
Letter No. 1 (clause 11.17)	91
Letter No. 2 (clause 11.25) Guide to assessing the Script-Clerk’s needs in the preproduction phase	91
Letter No. 3 (Animation Sector)	93
Letter No. 4 (Wages and Allowances Management)	94

Note

In the interests of stylistic simplicity, the masculine form of pronouns is used in the Scale Agreement and designates without discrimination both women and men.

In this Scale Agreement, except where circumstances do not lend themselves to it, the terms defined in Chapter 1 “Definitions” have the meaning set out therein, and the first letter of each word is Capitalized.

The subheadings in each chapter are by way of indication only and are not to be interpreted as encompassing all articles referring to the indicated heading.

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Chapter 1 - Definitions

1.01 APPEL AVANCÉ (early call) :

Time made available to the Producer before the General Call by a Technician who is a member of the AQTIS Team and to whom the General Call applies.

1.02 GENERAL CALL (APPEL GÉNÉRAL):

The time that the Producer sets to start the work day during the Shooting phase.

The time of the General Call must be recorded by way of indication on the Work Plan or any other document serving as a Call sheet. The General Call determines the time of the first Meal.

1.03 TRAINEE

Any candidate, registered in an official training program or accepted by AQTIS, who is hired by the Producer and accepted by the department head concerned to learn a trade in one of the departments covered under this Scale Agreement without taking the place of a Technician and for whom AQTIS has issued a work permit.

1.04 AQTIS:

Alliance québécoise des techniciens de l’image et du son

1.05 CAMERA WRAP (BRIS DE PLATEAU):

The time of announcement of the end of the shoot day.

1.06 WORK SCHEDULE (CALENDRIER DE TRAVAIL):

The team's collective work plan determined by the Producer that stipulates the organization of the Production under way.

1.07 OVERLAPPING (CHEVAUCHEMENT):

Any time that a Technician makes available to the Producer and that infringes on his normal rest or period of leave from employment.

1.08 COMBINATION:

Guaranteed hours of work to be completed by an AQTIS Team Technician after daily guaranteed hours, including any related overtime.

1.09 CONTRACT OF EMPLOYMENT (CONTRAT D'ENGAGEMENT):

Document consistent with Schedule « A ». A written agreement incorporated into this agreement through which the Producer retains the services of a Technician for a specified period, and which sets out, among others, the Production, position, remuneration, duration, and working conditions.

1.10 CALL (CONVOCATION):

The specific time and location set by the Producer or determined by the Technician at the request of the Producer at which the Technician starts his work day

1.11 INTERNATIONAL COPRODUCTION (COPRODUCTION INTERNATIONALE):

A Recording in respect of which the NFB is not solely responsible for the Production and whose Coproducers are not resident in Canada in accordance with the rules of interpretation stipulated in the Interpretation Bulletins concerning the tax laws applicable in Canada at the time of signing of the contract.

1.12 DOMESTIC COPRODUCTION (COPRODUCTION NATIONALE):

A Recording in respect of which the NFB is not solely responsible for the Production and whose Coproducers maintain their head office in Canada.

1.13 TEAM DELEGATE (DÉLÉGUÉ D'ÉQUIPE):

Technician elected by the AQTIS team or mandated by AQTIS to serve as spokesperson for the AQTIS Team.

1.14 EMPLOYEE (EMPLOYÉ):

Within the meaning of the application of this agreement, a person employed by the NFB as a Technician with the status: "under 3 months," "over 3 months" or "continuous."

1.15 RECORDING (ENREGISTREMENT):

An audiovisual production recorded mainly in Québec in any language, by any means and in any medium, including film, television, video, digital, multimedia and commercial spots.

1.16 AQTIS TEAM (ÉQUIPE AQTIS):

All of the Technicians hired by the Producer in respect of a Production to fill in whole or in part the positions covered by this agreement.

1.17 WORK PLAN (FEUILLE DE SERVICE):

A daily document that indicates the individual Calls of the Technicians, summarizes the work plan and lists the relevant details concerning the work day. In the case of a documentary, the Work Plan may take the form of an e-mail.

1.18 TIME SHEET (FEUILLE DE TEMPS):

A document that conforms to Schedule **B** of this Scale Agreement in which the Technician records and ratifies for each week in the appropriate spaces his actual working hours for the work week. This document is used to calculate the Technician's remuneration.

1.19 PRODUCTION DE PRODUCTION:

Document consistent with Schedule « E » in which the Producer notes the basic information necessary to inform AQTIS of the creation of a Production.

1.20 FORCE MAJEURE :

Unforeseeable event external to the individual that is beyond one's control and makes it impossible for one or the other of the Parties to fulfil its obligations.

1.21 REMITTANCE SHEET:

Document consistent with Schedule « D » and in which the Producer determines the breakdown of Producer contributions and Technician deductions based on the remuneration of individual AQTIS Team members for a given period, to be sent with payment of the amounts due to AQTIS.

1.22 GUARANTEED DAY (JOUR GARANTI):

A day in respect of which the Producer retains in advance by Contract the services of a Technician and for which he undertakes to remunerate the Technician, whether or not the latter works that day.

1.23 UPGRADE (MAJORATION):

Any increase in the Basic Hourly Rate (BHR) that affects remuneration. Several Upgrades may be added in respect of a period of time.

1.24 MEMBER OF AQTIS (*MEMBRE DE L’AQTIS*):

A contributing member regularly admitted to AQTIS and who occupies as a Technician one of the positions covered by this Scale Agreement.

1.25 SHUTTLE:

Transportation service placed at the disposal of Technicians by the Producer for traveling to and from the Call location from the Production office, or one or several accessible meeting points set up inside the Urban Zone.

1.26 PARTIES:

Unless otherwise indicated, refers to AQTIS, on the one hand, and to the NFB, on the other hand.

1.27 PENALTIES (*PÉNALITÉS*):

Any Upgrade that applies to the Basic Hourly Rate (BHR) or to the Applicable Hourly Rate (AHR) because of failure to comply with the normal Meal or rest times of the Technician.

1.28 WORK PERIOD (Work Sequence) (*PÉRIODE DE TRAVAIL [Séquence de travail]*):

The division of the work calendar into periods of fourteen (14) consecutive days.

1.29 WORK PERMIT (*PERMIS DE TRAVAIL*):

Document consistent with Schedule « C » by which AQTIS permits a Producer to hire a Permittee Technician to work on a specific Production for a set length of time.

1.30 PERMITTEE TECHNICIAN (*PERMISSIONNAIRE*):

Every Technician who is not a Member of AQTIS hired by the Producer who occupies a position governed by this agreement and in respect of which AQTIS agrees to issue a Work Permit for a Production and a specific length of time.

1.31 SUPPLEMENTARY SHOT (*PLAN COMPLÉMENTAIRE*):

Shot intended to provide an insert or an isolated shot, filmed with or without actors, with or without sound, and using a team of not more than ten (10) technicians.

1.32 SET (*PLATEAU*):

The site selected to carry out the Shooting, in whole or in part.

1.33 PREMIUM (PRIME):

An additional specific amount granted to the Technician who works in the specific conditions stipulated in this Scale Agreement or a set amount negotiated between the Producer and the Technician for a special set of circumstances.

1.34 PRODUCER (PRODUCTEUR):

The National Film Board (NFB) or the Coproducer when the Scale Agreement applies. Moreover, when the text allows, the term “Producer” in this Scale Agreement also indicates the Representatives of the Producer.

1.35 PRODUCTION:

All or part of the stages necessary in the creation of a film, which are usually divided into three stages: preproduction, Shooting, and postproduction.

1.36 REMITTANCES:

All contributions made by the Producer based on the Technician’s gross earnings, as well as any dues paid by the Technician for each pay period. The latter are calculated using the Schedule « D » Remittance form.

1.37 MEAL (REPAS):

Food (including beverages) similar to a standard Meal at that time of the day. When the Producer must provide the Meal between 8 p.m. and 4 a.m., this Meal must be similar to a lunch or supper depending on the work schedule.

1.38 REPRESENTATIVE OF AQTIS (REPRÉSENTANT DE L’AQTIS):

A person duly mandated by AQTIS who may act on its behalf respecting any matter covered by this Scale Agreement and who is not part of the AQTIS Team.

1.39 REPRESENTATIVE OF THE PRODUCER (REPRÉSENTANT DU PRODUCTEUR):

A person hired by the Producer and duly mandated by the latter to act in his name respecting any matter covered by this Scale Agreement. The Associate Producer and the production manager are such Representatives of the Producer.

1.40 TRAINEE (STAGIAIRE):

A person, whether or not he is remunerated, allowed by the Producer and the Technician Trainer to participate in one or more stages of the Production, either in conjunction with a training session offered by an educational institution or any other recognized Canadian government program, or following training, relevant experience or, failing that, with the written consent of AQTIS.

1.41 STUDIO:

Any space used to house a set, an Ultimate, e.g. Blue Screen, and/or items used for optical or special effects with a view to recording there and which might be reproduced elsewhere.

1.42 APPLICABLE HOURLY RATE (AHR) (TARIF HORAIRE APPLICABLE [THA]):

The effective hourly rate that takes into account the Upgrades stipulated pursuant to the Scale Agreement. The Applicable Hourly Rate may never exceed three (3) times the BHR.

1.43 BASIC HOURLY RATE (BHR) (TARIF HORAIRE DE BASE [THB]):

The effective hourly rate agreed upon in the Contract for a position and which must not be below the minimum rate stipulated for this position.

1.44 TECHNICIAN (TECHNICIEN):

An independent artist subject to accreditation by AQTIS and governed by the Scale Agreement, including artists offering their services through a legal entity and whose services the Producer retains.

1.45 WORK TRANSPORTATION TIME (TEMPS TRANSPORT TRAVAIL):

The period of time during which, at the Producer's request, the Technician drives a Production vehicle, including any personal vehicles used for Production purposes, during his workday. Work transportation may take place inside or outside the Urban Zone, as defined in article **17.01**.

1.46 TRAVEL TRANSPORTATION TIME (TEMPS TRANSPORT-VOYAGE):

The time required for the Technician to go to his Call location, if the latter is outside the Urban Zone, as defined in article **17.01**, and return therefrom after his workday or outside of his workday.

1.47 SHOOTING (Tournage):

Act of recording a film or television production in any language, by any means and in any medium, including film, television, video, multimedia, and commercial spots.

1.48 WRAP DISMANTLING (« WRAP» DÉMONTAGE):

The time made available to the Producer to dismantle and/or pick up installations.

Chapter 2 – Scope of agreement

2.01

The Scale Agreement is designed to determine the minimal working conditions applicable to Technicians who are “independent artists” hired by the Producer in conjunction with the creation and Production of an audiovisual Shooting and the procedure to be followed to ensure

at all times harmonious relations between the Parties and, in the event of disagreement, to settle the grievances stemming therefrom, without interrupting the work and without undermining the quality of the Shooting.

2.02

The Parties hereby declare the following:

First:

The NFB is a federal Crown agency incorporated pursuant to the *National Film Act (R.S.C. 1985, c. N-8)* that has a mandate to produce and distribute films and other audiovisual works designed to interpret Canada to Canadians and to other nations.

The NFB maintains its chief place of business in Montréal, at 3155, chemin de la Côte-de-Liesse.

Second:

The Alliance québécoise des techniciens de l'image et du son ("AQTIS") is the outcome of the merging of the Association des professionnelles et des professionnels de la vidéo du Québec (APVQ) and the Syndicat des techniciens du cinéma et de la vidéo du Québec (STCVQ).

2.03

AQTIS is accredited by the *Canadian Artists and Producers Professional Relations Tribunal* in accordance with the accreditation certificate issued on March 4, 2003. The accreditation certificate was modified on October 20, 2003, and February 23, 2005.

The accreditation of AQTIS was confirmed on April 29, 2013 by the Canada Industrial Relations Board, the organization henceforth responsible for the administration of Part II of the Status of the Artist Act and any other subsequent changes made thereto.

2.04

This Scale Agreement pertains and applies to Technicians, including any providing their services through a corporation, hired by the Producer for the all audiovisual productions shot mainly in Québec in any languages, by any means, and in any medium, including film, television, video, digital technology, multimedia, and commercial spots.

2.05

The list of positions to which this Scale Agreement pertains does not constitute a minimum employee level and cannot be interpreted as such.

Chapter 3 – Recognition and Union rights

Recognition

3.01

The ONF recognizes AQTIS as the sole negotiating agent and representative of the Technician hired by the NFB as a Technician and to whom this Scale Agreement applies.

3.02

The Scale Agreement does not apply to:

- A.** a technician employed by the NFB as defined in **1.14**;
- B.** a Technician who participates in a Shooting and whose presence is limited to the demonstration, explanation or execution of his work or his normal professional activity;
- C.** a Technician who participates in a documentary Shooting whose participation is structured by any specific program of the NFB or the Canadian government for the purpose of learning or a contribution to the community;
- D.** a Technician who is also the director.

3.03 Domestic coproduction

The Scale Agreement applies to a Domestic Coproduction, recorded mainly in Québec.

- A.** when the NFB has a forty percent (40%) or more financial interest
 - (i) in this instance, if the coproducer is a member of AQPM, the AQPM-AQTIS collective agreement in force applies in respect of this coproducer
 - (ii) if, moreover, the coproducer is not a member of AQPM, the NFB-AQTIS scale agreement applies to this coproducer in respect of this coproduction.
- B.** when the NFB has less than a forty percent (40%) financial interest:
 - (i) the Scale Agreement applies in all instances where the NFB hires a Technician covered by this Scale Agreement
 - (ii) the rules of the AQPM-AQTIS scale agreement apply in respect of the coproducer who is a member of AQPM

If, moreover, the coproducer is not a member of AQPM, the NFB will make a reasonable effort to ensure that the coproducer applies the NFB-AQTIS scale agreement in respect of this coproduction.

3.04 International coproduction

In all cases of International Coproductions registered mainly in Québec in which the NFB is the party that hires, the Technician residing in Québec is covered regardless of where the work is carried out.

In all other cases of International Coproductions recorded mainly in Québec in which the foreign coproducer is the party that hires the Technician residing in Québec:

- A. if the NFB has a financial interest equivalent to or greater than forty percent (40%), the coproducer will apply the rates and conditions of the AQTIS-NFB scale agreement or;
- B. if the NFB has a financial interest of less than forty percent (40%), the NFB will make a reasonable effort to ensure that the coproducer applies the NFB-AQTIS scale agreement in respect of this coproduction.

3.05

In the event that the Canada Industrial Relations Board (CIRB) recognizes new trades for accreditation by AQTIS, the latter and the NFB will agree upon a minimum rate for each of these trades.

3.06

Any Shooting or any part of a Shooting produced mainly in Québec is subject to the provisions of this Scale Agreement and every Technician hired for this Production must be a member or a Permittee of AQTIS.

Moreover, every Technician, whether or not he is a member of AQTIS, residing in Québec, hired by the Producer for a position covered by this agreement is covered by the Scale Agreement regardless of where he works.

Union security

3.07

The Producer undertakes to avoid exercising direct or indirect pressure on a Technician with a view to dissociating him from an action by AQTIS or from a right recognized by the Scale Agreement or to causing him to relinquish a right recognized by this agreement.

Active participation by a Technician in the union life of AQTIS or the activity in which he engages in AQTIS in his capacity as a member or director may not be deemed a cause for refusal to hire, dismissal, prejudice, hostility or bias against the aforesaid Technician. In the event of a dispute, the Producer must assume the burden of proof.

3.08

The Parties recognize that the Producer and the Technician are entitled to recognition and the exercising in complete equality of human rights and freedoms, without distinction, exclusion or preference based on race, colour, sex, pregnancy, sexual orientation, marital status, age, religion, political convictions, language, ethnic or national origin, social condition, disability or the use of means to overcome this disability subject to a distinction or preference based on the skills or qualities required by the job.

Annual general meeting

3.09

The Parties recognize the importance for the Technicians to participate actively in union life. Thus, in order to foster participation by the greatest possible number in the annual meeting of AQTIS, it is agreed that no Technician will be asked to work between during the five-hour period prescribed for its annual general meeting. AQTIS will notify AQPM a minimum of 30 days before the meeting.

AQTIS also recognizes that certain circumstances such as the availability of one of the main interveners on the Recording site, weather conditions or delivery periods may prevent the Producer from complying with this article. The Producer must then inform AQTIS as quickly as possible of the reason for which the Shooting must be carried out on this date.

Team delegate

3.10

If need be, the Producer recognizes as a representative of the AQTIS Team the delegate elected by the team or appointed by AQTIS. Once the Team Delegate has been chosen, he must inform the Producer accordingly. However, if the Technicians want more than one Team Delegate, they must obtain the consent of AQTIS.

A Team Delegate must, as far as possible, be present on the Set between the General Call and the Camera Wrap. He must choose a substitute to replace him in the event of absence.

3.11

The Team Delegate may not authorize any exemption from the Scale Agreement and must refer to AQTIS any question concerning the application or the interpretation of the Scale Agreement.

3.12

The Producer undertakes to avoid exercising any disciplinary or discriminatory measure in respect of the AQTIS Team Delegate because of the exercising of his role or because of his appointment to such a role.

3.13

With the approval of the AQTIS representative, the AQTIS Team Delegate may meet with the Producer and consult the members of the AQTIS Team, among other by vote, during Meal times.

Representative of AQTIS

3.14

By appointment and without hampering the smooth functioning of the Production, one or more representatives of AQTIS may meet the Producer or his representative concerning questions pertaining to the application or the interpretation of the Scale Agreement.

3.15

Without hampering the smooth functioning of the Production, one or more representatives of AQTIS may go to the work site and meet with members of the AQTIS Team.

3.16

A union representative or the Set delegate has the right to be present at all times, at the Technician's request, during any meeting between the Technician and the Producer or his representative, regarding disciplinary notices, dismissal, or any other subjects regarding the application of this Agreement.

Chapter 4 - Rights and obligations of the Producer

4.01

Subject to the provisions in this Scale Agreement, AQTIS recognizes the right of the Producer to manage and administer his business and to exercise for this purpose all management functions in the conduct of his business. AQTIS recognizes that these management and administration rights belong exclusively to the Producer and to his representatives.

These management rights include, among other things, but without being limited thereto, the right and the power to choose and hire his staff, to exercise any appropriate discipline, including dismissal for cause, to establish work schedules and to modify such schedules, to assign duties, to determine and decide on Production programs, places of Recording, the enterprises and suppliers with which he will do business, and the equipment that he will use.

4.02

When a coproducer is incorporated pursuant to the ***Companies Act (Québec) or the Canada Business Corporations Act*** and is bound by the application of this Scale Agreement, this Scale Agreement does not have the effect of shielding the directors of a legally constituted production company from the joint and several liability that they may incur towards the Technicians for the payment of any amount of money that is due to them pursuant to this agreement or from any

applicable laws or regulations, and in pursuance of section 96 of the *Companies Act (R.S.Q., c. C-38)* or section 119 of the *Canada Business Corporations Act (R.S.C. 1985, c. C-44)*.

Insurance

4.03

It is the Technician's responsibility to purchase general liability insurance at his own expense.

4.04

When the work is performed outside the Province of Québec, the Producer must ensure that all of the Technicians are covered by a travel insurance policy.

4.05

In cases where the NFB requires a Technician to work in a foreign country classified as a "war zone", the NFB will pay the cost of any extra insurance premiums required for such additional coverage.

Information

4.06

The Producer must transmit to AQTIS the information stipulated in the Production Sheet, Schedule « E », not later than seven (7) business days prior to the beginning of work on a production. If circumstances prevent the Producer from providing all of this information within the prescribed deadline, the Producer must inform AQTIS of additional information or changes as they are confirmed.

Chapter 5 – Permittee and Work permit

Permittee

5.01

The Producer may, at his discretion, while complying with the deadlines and procedures stipulated in article **5.05**, hire a number of Permittees that does not exceed five percent (5%) of the total number of Technicians who are part of the AQTIS Team.

Notwithstanding the preceding paragraph, when the total number of Technicians on the AQTIS Team is nineteen (19) or fewer, the Producer may hire a Permittee.

5.02

Moreover, the total number of Permittees on an AQTIS Team working outside an eighty-kilometre (80-km) radius of Jean-Talon Métro station must not in any case be greater than fifteen percent (15%) of the total number of Technicians on the AQTIS Team.

5.03

It is the responsibility of the Producer not to exceed the quotas of five percent (5%) stipulated in article **5.01** and fifteen percent (15%) stipulated in article **5.02**. The issuing by AQTIS of permits in no way constitutes an authorization to exceed them.

Work permit

5.04

The Producer may not hire an individual who is not a member of AQTIS before he receives a copy of the Work Permit application approved by AQTIS.

5.05

For each of the Permittees that he wishes to hire, the Producer must submit an application by sending to AQTIS the Work Permit application stipulated in Schedule « C » of this agreement.

Starting from the date of receipt of the application for the issuing of a Work Permit, AQTIS must accept or refuse the Work Permit not later than three (3) business days after receipt of the application and justify, if need be, its refusal.

5.06

Every Permittee who starts work before the issuing by AQTIS of the Work Permit stipulated in article **5.05** will be deemed to exceed the Permittee quota established in articles **5.01** and **5.02** and is subject to the grievance and arbitration procedure. In the event that the Producer is unable to comply with the deadline stipulated in article **5.05**, the Producer may hire a Permittee but must justify this hiring by demonstrating that he displayed reasonable care to find a member.

5.07

The Producer may hire Permittees from AQTIS in addition to the five percent and fifteen percent (5% and 15%) quotas if following a consultation with AQTIS none of the members of AQTIS available satisfy the specific requirements of a Production.

The Producer must prove that such is the case by submitting in writing to AQTIS the list of such requirements and the members of AQTIS that he contacted or attempted to contact.

5.08

The Producer agrees to respect the training programs and learning policies of AQTIS and its departments for all Trainee hires.

The Schedule « F » Trainee evaluation form and all other required documents must be completed by the department head and signed by the Producer at the end of the period of employment, and returned to AQTIS.

If no Trainee program has been implemented by AQTIS or its departments or by an organization recognized by AQTIS, no Trainee will be permitted.

The allotted number of Trainees is determined by the relevant Trainee program.

5.09

Any AQTIS program or policy concerning the presence of Trainees on a Production must be filed with the NFB and made available upon request by the NFB.

Any updates must also be sent to the NFB. These programs and policies, and their updates come into force thirty (30) days after their filing with the NFB.

5.10

All Trainees have a right to all applicable conditions herein and are considered Members or Permittees within the meaning of the Scale Agreement

The Producer may obtain a Work Permit by contacting AQTIS directly to make his request.

5.11

The Producer must send AQTIS a prescribed Schedule « C » Work Permit request, countersigned by the relevant department head and trainer, for every Trainee the Producer wishes to hire.

Once the Work Permit has been issued, the Producer has a Schedule « A » Contract of Employment signed in accordance with Chapter 7.

5.12

No Trainee may do work unless he is accompanied by his immediate supervisor.

Trainee

5.13

The Trainee may not take the place of a Member of AQTIS or of a Permittee on the AQTIS Team. The Trainee is not governed by the provisions in this Scale Agreement.

Notwithstanding the foregoing, AQTIS may consult the NFB in order to clarify the status of a Trainee within the meaning of the Scale Agreement in case of doubt. The NFB then has the burden of demonstrating that the Technician is a Trainee within the meaning of this Scale Agreement.

5.14

No Trainee may be present on a Production without the approval of the Producer, the department manager, and the Technician Trainer concerned and without informing the AQTIS accordingly.

5.15

No Trainee may be present unless another Technician from his department is working at the same time.

Chapter 6 – Contributions, Deductions and Remittances

Dues

6.01

The Producer agrees to deduct, free of charge, from the gross earnings of all Technicians, the percentage of proportional dues determined by AQTIS, based on the total earnings to be received, excluding allowances.

At the time of signing of this Agreement, dues are set at three percent (3%).

The dues will be collected every pay period.

Work permit

6.02

The Producer agrees to collect for AQTIS, free of charge, from the gross earnings of all Permittee Technicians the fees for the Work Permit required and determined by AQTIS.

At the time of signing of this Agreement, the Work Permit is set at five and a half percent (5.5%).

The fees will be collected every pay period.

6.03

The Producer agrees to collect for AQTIS, free of charge, from the gross earnings of all Technicians, the AQTIS group insurance premium of two and a half percent (2.5%) required and determined by AQTIS.

The premiums will be collected every pay period.

6.04

The Producer will pay AQTIS, at the same time as the Remittances, an amount equal to three and a half percent (3.5%) of the total gross earnings of all the Technicians as a contribution to AQTIS' group insurance.

This contribution will be made every pay period.

6.05

Payment of the NFB's contribution pursuant to article **6.04** is conditional upon AQTIS obtaining, maintaining in force, and administering a group insurance policy. AQTIS agrees to inform the NFB in writing, within 30 days, of the cancellation or expiration of its insurance policy without replacement of the policy.

RSP

6.06

The Producer agrees to collect for AQTIS, free of charge, from the gross earnings of all Technicians the five and a half percent (5.5%) RSP contribution required and determined by AQTIS.

This contribution will be collected every pay period.

6.07

The Producer will pay AQTIS, at the same time as the Remittances, an amount equal to five and a half percent (5.5%) of the total gross earnings of all the Technicians as an RSP contribution.

This contribution will be made every pay period.

TVP FUND

6.08

The Producer will pay AQTIS, at the same time as the Remittances, an amount equivalent to four percent (4%) of the total gross earnings of all the Technicians as a contribution to the TVP (Technicians' Vacation Pay) Fund for all the Technicians.

Contributions

6.09

The Producer undertakes to contribute, deduct and pay without charge to AQTIS the following amounts, calculated on the gross earnings of the Technician, for the purpose of RRSP contributions, group insurance, and the CPAT Fund.

Contributions and Dues	Producer May 1 2015	Technician May 1 2015
Group RSP:	5.5%	5.5%
Group insurance:	3.5%	2.5%

TVP Fund:	4.0%	n/a
Proportional Dues	n/a	3.0%
Work Permit (where applicable)	n/a	5.5%

6.10

Subject to prior notice of thirty (30) days certified by the secretary of AQTIS and given to the NFB's Director of Business Affairs and Legal Services, the Producer agrees to respect any changes in deductions, proportional dues, and payable Work Permit fees that may occur over the course of this Scale Agreement.

Remittance

6.11

The NFB must remit to AQTIS the amounts deducted and contributed each month not later than the 21st day following the month in which the aforesaid amounts were deducted and submit with this payment a list of the Technicians and opposite each one details of payments and their deductions.

6.12

For the purpose of collecting the amounts described in article **6.09**, AQTIS is deemed to be claimant and assign of its Members and Permittees.

6.13

Remittances are calculated by the Producer based on the Technician's declaration regarding his status as an AQTIS Member or Permittee, and the Producer cannot be held liable for the impact of a misstatement by the Technician.

On the other hand, the Producer must immediately adjust all future processing of remittances for any Technician concerning whom he is informed of an error or change in status by the Technician or AQTIS.

If, for any reason, remittances for a Technician are not deducted at the appropriate time, they will be paid directly by the Producer to AQTIS.

The Producer may demand repayment from the Technician of amounts paid on his behalf within twelve (12) months of payment to AQTIS, failing which the claim is prescribed.

Delay

6.14

In the event of delay, the Producer will pay the amount overdue to which is added an interest payment according to the average daily Bank of Canada discount rate for the preceding month increased by three percent (3%). The interest rate charged for overdue payments is the interest rate in force on the date of payment of the amount receivable in question.

6.15

Only the forms stipulated in Schedules « B » (Time Sheet) and « D » (Remittance) or their electronic versions may be used to effect the pay of the Technicians and the calculation of the amounts due to AQTIS.

The aforesaid forms must be completed in full, including the detailed calculations of remuneration components.

Chapter 7 – Hiring and Contract

Hiring

7.01

Only the Producer or his representative is responsible for: negotiating, hiring, disciplining, and dismissing a Technician under an AQTIS contract.

The Producer or his representative must not be Members of AQTIS.

The Technician must ensure he provides the Producer of the proper information regarding his AQTIS status (Member or Permittee).

7.02

When the Producer must call upon a Technician in respect of services covered by this Scale Agreement, the Producer must hire in Québec members of AQTIS who are registered for the position sought.

7.03

When the same person concurrently holds a position of Representative of the Producer and a position stipulated in this Scale Agreement, this person is not considered to be a Technician within the meaning of this Scale Agreement but as a Representative of the Producer.

7.04

The Contract stipulated in Schedule « A » duly completed and all of its schedules must reflect all of the commitments and agreements previously reached between the Technician and the Representative of the Producer.

However, in the case of a specific situation, electronic confirmation of the aforesaid commitments and agreements may be required. It is incumbent upon the party that requires such confirmation to draft the agreements agreed upon and to send a copy of them to the other party. Confirmation must follow within forty-eight (48) hours to validate the commitment.

The Parties acknowledge that this procedure is a determining commitment to ensure later execution of Schedule "A".

Contract

7.05

The Producer must sign a Contract with the Technician in accordance with Schedule « A » of the Scale Agreement.

7.06

At the time of signing of the Contract, the latter must be accompanied by all of the schedules, reflecting any specific conditions having been negotiated between the Producer and the Technician, as the case may be, and be initialled by the Parties to be valid.

The Contract may be signed in one or more counterparts, each of which will constitute an original, and all of which together will constitute one and the same agreement. The Contract may be signed and transmitted by facsimile or e-mail (in PDF format) or by any other similar electronic medium or in any other digital format to the Technician; it will then be deemed to have the same force and effect as if it had been signed by the Producer and the Technician simultaneously. Furthermore, signatures appearing on the printed copy of a facsimile or a PDF file transmitted by e-mail are deemed to constitute original authorized signatures.

At the signing of the Contract, the Technician must also declare if he is a former public servant with the Canadian government receiving a pension under the **Public Service Superannuation Act (PSSA)** or any increases paid pursuant to the **Supplementary Retirement Benefits Act applicable to the PSSA**.

If so, his status as service provider with the NFB will be subject to proactive disclosure on the NFB and departmental websites, in accordance with Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts. The Technician must provide his name and the date of his termination of employment or retirement from the Public Service. The contract for the services by a former public servant who has been retired for less than one year and who is in receipt of a pension pursuant to the **PSSA**, is subject to an abatement formula as required by Treasury Board Policy.

7.07

The Technician must have obtained a copy of his Contract duly completed and signed before he performs any work or, at the latest, before the end of the first Meal on the first day of the Shooting.

7.08

By signing the Schedule « A » Contract of Employment, the Technician authorizes the deductions and dues stipulated in the Scale Agreement and the amount of the Work Permit payable, as the case may be.

7.09

The Producer must send to AQTIS one copy of the Contract due to it by right on the Wednesday of each week for Contracts bearing a signing date between Sunday and the Saturday preceding the date of sending.

The Producer may transmit Contracts by e-mail, in PDF format or by any other similar electronic means or in any other digital format.

7.10

Any amendment to the Contract is only valid and enforceable if it is recorded in writing and initialled by the Technician and the Producer and is transmitted by facsimile or e-mail (in PDF format) to the Technician and AQTIS, or by any other similar electronic means and in any other digital format; it will then be deemed to have the same force and effect as if it had been signed by the Producer and the Technician simultaneously.

Furthermore, signatures appearing on the printed copy of a facsimile or PDF file transmitted by e-mail are deemed to constitute original authorized signatures.

7.11

The signing of several Contracts in respect of a given Production may not have the effect of depriving a Technician of the conditions stipulated in this agreement.

Only the calculation of the combined hours in respect of a given Production serves to calculate Upgrades and Penalties. Upgrades and Penalties are calculated according to the hourly rate in effect at the time of their application.

7.12

The Contract and all of its schedules must be drafted in French or in English, according to the Technician's preference.

7.13

A new Contract or an amendment must be signed once the Guaranteed Days under the Contract have been worked if the Technician must continue to work for the Production.

7.14

Only the sum of the combined hours in respect of a same Production are used to calculate Upgrades and Penalties; said Upgrades and Penalties are calculated based on the BHR in effect at the time of their application.

7.15

The signing of several Contracts of Employment in respect of a given Production does not have the effect of depriving the Technician of the conditions stipulated in this Scale Agreement.

The Upgrades, Penalties and Premiums that are the result of linking two (2) Contracts in respect of a given Production apply to the BHR negotiated for the Contract in effect at the time of their application.

7.16

In the event that the Technician is unavailable for a requested extension of one (1) Guaranteed Day not indicated in the initial Contract, the Producer and the Technician are released from their obligations concerning this new offer of a Guaranteed Day.

Position

7.17

A Technician may not accept to work in a position other than the one in respect of which he was hired.

7.18

The Producer may only hire the same Technician to fill two positions concurrently in respect of the same Production if the positions are related and the combined workload of the two positions is reasonable.

In the case of acceptance, the Parties must negotiate the remuneration for this combination of positions based on the highest rate increased by thirty-five percent (35%). Moreover, AQTIS must approve any combination of positions.

For the purposes of clarity, the Parties agree that the position of director of photography will encompass the accomplishment of various tasks related, in particular, to the camera and lighting without for all that constituting a combination of positions.

7.19

The hiring of a Technician to fill a position does not exclude his performing, in particular instances, tasks pertaining to other positions, unless stipulated otherwise in this agreement.

Chapter 8 – Pay period, Pay slip and Time sheet

Pay period

8.01

The pay period begins at 1 minute after midnight on Sunday and ends at midnight on Saturday. However, for the purposes of Production of the remuneration, all of the hours in a work day will be accounted for in the week in which the work day begins.

8.02

The Producer must remunerate the Technician at the latest ten (10) business days after the end of the first (1st) pay period.

The Producer must subsequently pay the remuneration of the Technician at regular intervals that do not exceed fifteen (15) calendar days.

8.03

In the event of a delay, the Producer will pay AQTIS, for the Technician, the overdue amount to which will be added an interest payment according to the average daily Bank of Canada discount rate for the preceding month, increased by three percent (3%). The interest rate charged for overdue payments is the interest rate in force on the date of payment of the amount receivable in question.

Pay slip

8.04

The pay slip must be drafted in one of the official languages, according to the Technician's preference, and indicate the following information, where applicable:

- (a) the name of the Technician;
- (b) the name of the Production house;
- (c) the address and telephone number of the Production house;
- (d) the number and title of the project;
- (e) the time worked;
- (f) the gross earnings;
- (g) the fringe benefits;
- (h) the amounts paid pursuant to article **6.09**;

(i) the TVP Fund.

* This pay slip is independent of the cheque, e.g. cheque stub, appended slip.

Time sheet

8.05

For each working day, the Producer must fill out the Time Sheet stipulated in Schedule « **B** » for each Technician and have the Technician sign it at the latest on the last working day of each pay period.

This Time Sheet must be identical to the actual timetable of the Technician and may not, on any account whatsoever, be modified without the consent of the Parties recorded in writing.

8.06

For the purposes of calculating the guarantees applicable to the Contract, the hours worked by all of the Technicians must be indicated on the Time Sheets.

8.07

The Technician may refuse to initial his Time Sheet if he believes that the hours indicated do not correspond to his hours worked.

8.08

For each pay period, the Producer or his representative must give the Technician a copy of the Time Sheet.

Moreover, he must send with the pay cheque and the pay slip a copy of the duly completed Time Sheet.

8.09

The Time Sheets are transmitted to AQTIS by e-mail or any other similar electronic means, at the same time as direct deposit of the monthly Remittances.

However, at the express request of AQTIS, the Producer must transmit the Time Sheets for the entire pay period requested. They must be transmitted within a reasonable period of time, by e-mail or any other similar electronic means.

8.10

No calculation error or omission will make the form non compliant.

Chapter 9 – Modification of contract

Postponement of the beginning of the Production

9.01

With written notice at least five (5) business days prior to the date stipulated in the Contract, the Producer may postpone for a maximum of seven (7) days, without compensation, the date of the first day of work of every Technician under an AQTIS contract. The written notice must indicate the new anticipated date on which work will begin. This period of seven (7) days may be extended after agreement between the Parties and the AQTIS Team.

9.02

Any additional postponement is paid at one hundred percent (100%) of the total value of all of the Guaranteed Days postponed. The payment takes place at the time it would normally have been made in the absence of postponement.

In this latter case, the Technician remains on stand-by to fill the position specified during the period stipulated in the Contract.

Moreover, if the Technician is hired by another Producer during the period indicated in this article, he must notify the Producer and AQTIS accordingly as soon as he is hired. The Technician is not remunerated for the days on which he is unavailable.

9.03

If the postponement becomes the final halting or indefinite suspension of the Production, articles **9.23** and **9.24** apply in accordance with the initial date of the commencement of work stipulated in the Contract, but all of the amounts paid pursuant to article **9.02** are deducted therefrom.

9.04

Beyond the postponement stipulated in accordance with the provisions in articles **9.01** to **9.03**, the Technician may cancel his Contract by giving written notice to the Producer and submitting a copy to AQTIS. The Producer is then released from his obligations towards the Technician.

Postponement of a workday

9.05

The Producer may postpone one (1) day stipulated in a Contract of Employment. In this case, he must notify the Technician and AQTIS at least thirty-six (36) hours prior to the beginning of the postponed day.

Failing to do so, the Producer must pay the guaranteed hours in the Contract for the postponed day.

9.06

As far as possible, the Producer must take into account the Technician's other commitments concluded with other Producers before setting the Shooting date for the day postponed to allow the Technician to respect his other commitments.

9.07

The Producer must notify the Technician of the anticipated date of postponement not later than thirty (30) days from this postponed day and this day must take place within three (3) months of the postponed day, failing which the producer must, as a penalty, fully pay this day

9.08

If the Technician is unavailable on the date set for the postponed day, the Producer and the Technician are released from their respective obligations as regards this day.

Weather delay

9.09

The Producer may postpone a Shooting day without penalty in the event of a meteorological constraint by giving twelve (12) hours advance notice before the General SetCall if the Producer no longer has at his disposal a cover set. This situation must be confirmed by at least two (2) department heads who are members of AQTIS hired on the team.

However, the Producer who announces the postponement of a Shooting day less than twelve (12) hours prior to the General Call must pay the Technician the equivalent of the daily guarantee stipulated in the Contract for the postponed day.

In addition, a Technician who has not been contacted directly by telephone or by electronic means, with acknowledgement of receipt from the Technician, is deemed not to have been notified of the postponement and must be paid one hundred percent (100%) of his daily guarantee.

If the Technician is unavailable at the time of postponement, the Producer and the Technician are released from their obligations

Replacement

9.10

Unless otherwise indicated, a Technician may not have himself replaced by another Technician without first obtaining the written authorization of the Producer, which may not be refused without reasonable grounds.

The request for replacement must be formulated not less than three (3) days prior to the anticipated workday

Excusable absence

9.11

The Technician may be away from work, without remuneration, because of illness or other serious reason for the duration of his Contract. Except in the case of a fortuitous event, he must inform the Producer as soon as possible before the beginning of the workday and specify the reasons for his absence and the anticipated date of his return.

9.12

The Producer may replace a Technician who is absent because of illness or a serious reason for the duration of the absence.

9.13

The Technician may take a leave of absence due to the death of a member of his immediate family or his spouse's immediate family. He will be entitled to unpaid leave as follows:

- (a) The death of a spouse, child, child of a spouse, mother, father, brother, or sister entitles him to five (5) days of unpaid leave
- (b) The death of a grandparent, grandchild, son-in-law, or daughter-in-law, or spouse's father, mother, brother or sister entitles him to one (1) day of unpaid leave.

A Technician who is unable to return to work must notify the Producer and AQTIS within three (3) days of his departure. He is then released from his contractual obligations towards the Productor.

Cancellation of a day

9.14

A Technician who wishes to cancel one (1) or more Guaranteed Days under his Contract without obtaining the Producer's consent must pay the latter an amount equivalent to twenty percent (20%) of the days cancelled and guaranteed under his Contract.

9.15

If the number of Guaranteed Days in the Contract is at least two (2) days and not more than ten (10) days, the Producer may cancel only one day for a reason other than those stipulated in Chapter 9.

To this end, they must apply article **9.17**.

9.16

If the number of Guaranteed Days in the Contract exceeds ten (10) days, the Producer may cancel a maximum of ten percent (10%) of the number of Guaranteed Days in the Contract for a reason other than those stipulated in Chapter 9.

To this end, they must apply article 9.17.

9.17

In the two cases mentioned in articles 9.15 and 9.16, the Party that wishes to cancel one or more days must notify the other party in writing within the applicable deadline, failing which it owes the other Party the compensation indicated in the following paragraphs:

- (a) if the cancellation occurs at least seven (7) days prior to the anticipated date of the work, the Producer who cancels must pay the Technician, by way of compensation, twenty-five percent (25%) of the remuneration stipulated by the Contract for the cancelled day;
- (b) if the cancellation occurs between the sixth (6th) day and forty-eight (48) hours prior to the anticipated date of the work, the Producer who cancels must pay the Technician, by way of compensation, fifty percent (50%) of the remuneration stipulated by the Contract for the cancelled day;
- (c) if the cancellation occurs less than forty-eight (48) hours prior to the anticipated date of the work, the Producer who cancels must pay the Technician, by way of compensation, one hundred percent (100%) of the remuneration stipulated by the Contract for the cancelled day.

The Producer may, in particular, recover the compensation stipulated in paragraphs **Erreur ! Source du renvoi introuvable.**, **Erreur ! Source du renvoi introuvable.** and **Erreur ! Source du renvoi introuvable.** by way of set-off on the remuneration due to the Technician.

Termination of the contract

9.18

The Producer and the Technician may, by mutual agreement, terminate a Contract. Such termination must be written and drafted in triplicate: one copy for the NFB, one copy for AQTIS and one copy for the Technician. These copies must be submitted on the business day following the signing of the aforesaid termination.

9.19

The Technician who wishes to terminate his Contract without obtaining the consent of the Producer must pay the latter an amount equivalent to twenty-five percent (25%) of the total of the salary negotiated in the Contract for the remaining Guaranteed Days.

9.20

A Contract may be terminated by the Producer before the commencement of its execution under the following conditions:

- (a) if the termination occurs at least ten (10) days prior to the anticipated date of the first workday of the Technician, the Producer who terminates must pay the Technician, by way of compensation, twenty-five percent (25%) of the total value of the Guaranteed Days stipulated in the Contract;
- (b) if the termination occurs between the ninth (9th) day and the fourth (4th) day prior to the date of the first (1st) workday of the Technician, the Producer who terminates must pay the Technician, by way of compensation, fifty percent (50%) of the total value of the Guaranteed Days stipulated in the Contract;
- (c) if the termination occurs between the third (3rd) day and the anticipated date of the first workday of the Technician, the Producer who terminates must pay the Technician, by way of compensation, one hundred percent (100%) of the total value of the Guaranteed Days stipulated in the Contract.

Termination of the contract during performance

9.21

If the Producer observes that the Technician does not satisfy the specific requirements of the Production, he must give the Technician written notice, a copy of which must be sent to AQTIS, specifying the reasons for the termination of the Contract during performance. Only these reasons may be invoked during arbitration and the burden of proof falls on the Producer.

- (a) Such notice is given to allow the Technician, as far as possible, to remedy the situation.
- (b) In the case of a Technician possessing a Contract guaranteeing between one (1) and five (5) workdays, the Producer must give by hand to the Technician notice of termination of a Contract during performance and the Producer must pay the Technician the balance of the hours of work guaranteed for the day under way. The Producer must notify AQTIS accordingly in writing.
- (c) Such notice must be:
 - (i) at least one (1) workday in the case of Contracts guaranteeing between six (6) and nine (9) workdays;
 - (ii) at least three (3) workdays in the case of Contracts guaranteeing ten (10) or more workdays; and
 - (iii) at least five (5) workdays in the case of Contracts guaranteeing twenty-five (25) or more workdays.

(d) The notice period is remunerated whether or not the Technician has worked.

Except under circumstances where replacement would make the functioning of the team cumbersome, the Producer must replace the Technician whose Contract was terminated.

Immediate termination

9.22

Moreover, the Producer may immediately terminate the Contract of a Technician for voluntary non-execution or grave error on the part of the latter. He must then give, within the subsequent twenty-four (24) business hours, notice in accordance with Chapter **21**. The Producer transmits the notice specifying the reasons for the termination of the Contract to the Technician, and submits a copy to AQTIS.

Halt or suspension

9.23

The Producer who must halt or suspend a Production must give the Technician notice, a copy of which must be submitted to AQTIS, at the latest on the day preceding the halt or suspension.

9.24

When the Producer halts or suspends the Production after the Technician has started to work:

- (a) he must pay the Technician compensation equivalent to ten (10) days at the salary negotiated in the Contract. The total of the ten (10) days remunerated includes the days worked for this Producer during these ten (10) days;
- (b) if the number of Guaranteed Days in the Contract is less than ten (10) days, the Producer must remunerate only the Guaranteed Days.

From these ten (10) days, the Producer must deduct the days on which the Technician works for another Producer and the days on which the Technician is unavailable. In these cases, the Technician must notify the Producer accordingly.

9.25

In the event of the resumption of the Production that has been halted or suspended for one (1) month or less, the same Technicians are rehired as a matter of priority by the Producer.

Force majeure

9.26

In the event of force majeure, the Producer and the Technician are released from their reciprocal obligations for the duration of such force majeure.

Resumption of the Production

9.27

The Producer must notify all of the Technicians working for a given Production when they are not rehired for any subsequent Recording of the same production in respect of which the Technician has not signed a Contract. This notice must be given as a matter of priority from the outset of hiring AQTIS Technicians.

Chapter 10 – Health and safety

10.01

The NFB undertakes to comply with the health and safety rules as presented in Part II of the *Canada Labour Code*, which governs it, in the prevention of accidents or injuries stemming from, related to or occurring in the course of the work required of the Technician in respect of the AQTIS Contract signed with the NFB.

The articles **10.02** and **10.11** are intended to inform about certain rights stipulated in the Act and in no way restrict the application of the Act.

10.02

The Producer must ensure the protection of the Technicians in respect of occupational health and safety.

10.03

The Producer must ensure that the equipment (machines, apparatus and tools) used by the Technicians for their work comply with regulatory standards governing health, safety and ergonomics.

10.04

The Technician at work may refuse to use or operate a machine or thing, work in a place or perform an activity if he has reasonable grounds to believe, as the case may be, that:

- (a) the use or operation of the machine or the thing constitutes a danger to him or to another person;
- (b) it is dangerous for him to work in the place;
- (c) the performance of the activity constitutes a danger to him or to another person.

10.05

The Technician may maintain his refusal if he has reasonable grounds to believe that the danger continues to exist despite measures adopted by the Producer to protect the Technicians or if the Producer disputes his report. As soon as he is informed that the refusal is maintained, the Producer must inform the health and safety officer accordingly.

10.06

The Producer is prohibited from dismissing the Technician or levying on him a financial or other penalty or from refusing to pay him the remuneration pertaining to the period during which he would have worked had he not exercised his rights pursuant to ***Part II of the Canada Labour Code***, or from taking or threatening to take disciplinary measures against him either because:

- (a) he testified or is about to testify in a legal proceedings launched or an investigation held pursuant to ***Part II of the Canada Labour Code***;
- (b) he gave to a person performing duties attributed by this part information concerning working conditions affecting his health or safety or that of his co-workers;
- (c) he observed the provisions in ***Part II of the Canada Labour Code*** or sought to ensure their application.

10.07

At the conclusion of the investigation and appeal processes stipulated in sections 128 and 129 of ***Part II of the Canada Labour Code***, the Producer may take disciplinary measures in respect of the Technician who exercised the rights stipulated in these sections if he can prove that the Technician deliberately exercised such rights in an abusive manner.

10.08

The Producer, at the time of an incident or an industrial accident, undertakes to draft within the prescribed deadline the reports and forms stipulated by the Act and to submit a copy to the Technician concerned and to AQTIS.

10.09

All of the AQTIS Teams must have at their disposal an appropriate first aid kit supplied by the Producer, regardless of the place where they work.

10.10

When the work must be performed in a specific (climatic or other) environment, the Producer must inform the Technician of these particularities to enable the Technician to dress appropriately. However, when the work requires clothing that exceeds the normal work

requirements, the Producer must agree with the Technician on a compensatory amount so that he can obtain such equipment.

10.11

The Parties have agreed that the work must be performed safely in accordance with the *Règles de sécurité pour le cinéma et la vidéo du Québec*. Moreover, the Producer must ensure that a copy of the aforesaid rules is available.

Chapter 11 – Credits, Professionals clauses and Combination

Credits

11.01

The Producer must list the Technician in the credits under the heading TECHNICAL TEAM: AQTIS, using the AQTIS logo, the screen credit corresponding to the position indicated in the Contract of Employment, unless a prior agreement has been stipulated in the Contract.

When the Producer is apprised of the restrictions in the credits imposed by the broadcaster or the distributor, he must notify AQTIS in writing. It is agreed that the logo does not have to be displayed in the opening credits

11.02

If the logo of the UDA, ACTRA or any other association appears in the credits, the AQTIS logo must be accorded the same visual importance and appear in the same place

11.03

The Technician who wishes to have his name withdrawn from the credits must notify in writing the Producer, at the latest when the credits are ordered, and the Producer undertakes to act in accordance with this request

Material and equipment

11.04

The Producer must supply the Technician with perishable material for the Production or when he agrees to do so with him, he must reimburse the acquisition cost of the material required and approved beforehand upon submission of proof of purchase.

11.05

The Producer must supply the Technician with the non-expendable material and equipment necessary to perform his work with the exception of strictly basic equipment, which is provided by the Technician.

When the Technician rents at the request of the Producer material or equipment from a third party, the Producer must assume the cost of such material or equipment.

11.06

The Technician must exercise reasonable, professional care in respect of the property entrusted to him by the Producer and he may not lend or use such property for purposes other than those for which they were entrusted to him.

The Technician will be held accountable for damage, breakage or the loss of property entrusted to him caused by gross, wilful negligence.

11.07

The Technician may, before he begins to use the equipment or to occupy the premises, verify the smooth operation and proper conditions of the equipment and premises and verify the suitability of the work tools.

The Technician or the Producer may call upon AQTIS' health and safety service for this purpose.

The Technician who verifies the equipment and premises at the request of the Producer must be remunerated at the AHR.

11.08

The Technician must notify as expeditiously as possible the Producer or his representative of any defective material or vehicle, breakage or disappearance of material. If need be, the Producer must replace the aforesaid material as expeditiously as possible, if he deems it advisable to do so.

Personal money and credit card

11.09

A Technician must not in any case use his own money or credit card for the benefit of the Producer.

11.10

The Technician is responsible for any sum of money (petty cash) that is advanced to him.

A statement of the sums received must be submitted to the Producer or his representative upon request or at the conclusion of the Technician's employment.

Should the Technician fail to provide this statement no more than ten (10) days after the Technician's last day of work, the Producer may withhold the sums advanced to the Technician.

Sound and visual recording

11.11

Unless it is necessary to do so in conjunction with the work to be performed, no sound or visual Recording of any form whatsoever may be performed during the Production.

Conflict of interest

11.12

The Producer undertakes to notify the persons concerned of any conflict of interest when he makes financial choices or when he hires his staff.

The Technician undertakes, upon signing the Contract or as soon as the situation arises, to notify the Producer of any conflict of interest and of any benefit offered to him in conjunction with his work.

Location manager (Shooting)

11.13

It is agreed that the location manager will continue to be responsible, on behalf of the Producer, for all film locations leased from third parties until the end of all contractual commitments binding the Producer and the lessor of the site.

Opening, closing, and restoration of the premises to the lessor must be done under the responsibility of the location manager.

In addition, an assistant to the "Set" location manager must always be present when another of the team's departments is working at the rented premises for shooting purposes.

Make-up artist and hairdresser

11.14

The Producer provides the Technician working in make-up and hairdressing with perishable and non-perishable material necessary for the Production, failing which he must pay:

- a) the Technician working in make-up a minimum allowance of thirty-five dollars (\$35) per day of Recording;
- b) the Technician working in hairdressing a minimum allowance of twenty-five dollars (\$25) per day of Recording.

Notwithstanding the foregoing, any negotiation in good faith conducted by mutual agreement to the satisfaction of the Technician and the Producer will be accepted by AQTIS, failing which the rates indicated above will apply.

For the purposes of this article, a day of make-up testing or hairdressing testing falls into the same category as a day of Recording.

11.15

The positions of make-up artist and hairdresser may only be combined if the Producer only retains the services for the Production of one person in the capacity of make-up artist or hairdresser and, in this case, an Upgrade equivalent to thirty-five percent (35%) of the BHR must be paid to the Technician for each hour remunerated, in addition, as the case may be, to the allowances stipulated in article **11.14**.

Editor

11.16

The Technicians hired to carry out editing, off-line editing and in-line editing, in particular on computerized systems, are not responsible for the maintenance and configuration of the aforesaid systems, except if the Technician supplies through leasing the aforesaid systems.

11.17

For the purposes of evaluating the requests of Producers for a Production overall, Letter of Understanding **N° 1** is made available to the Parties.

This letter must be initialled and appended to the Contract of the editor.

Still photographer

11.18

The Producer may retain for a normal day the services of a still photographer based on 10 minimum hours guaranteed (MHG).

For a half day, the calculation is based on 5 MHG, increased by twenty-five percent (25%).

11.19

Copyright on the photographs belongs to the still photographer. Moreover, the still photographer must indemnify the NFB from any claim served on it by any third party whatsoever in respect of the photograph and its contents (copyright and right of privacy).

The Producer must obtain, through the hiring of the still photographer, for himself and his right-holders, an irrevocable licence of unlimited duration in all markets and for all territories authorizing him to reproduce, to have reproduced, to show or to have shown in public the photographs for the purposes of the promotion and advertising of the production by all means and all media that now exist or may be created later, designed or known. He must also obtain a non-exclusive irrevocable licence in favour of the Government of Canada and all public agencies

of unlimited duration, by all means and all media that now exist or may be created later, designed or known and for all territories, allowing all non-commercial use of the photographs.

The still photographer may dispose of his proprietary rights on the photographs for all purposes, except for commercial uses, in which the prior written authorization of the NFB is required.

He also preserves his moral rights on the photographs. However, he recognizes that the sole mention of his name and function in the credits of the production and the mention of his name as author on any reproduction of the still photographs constitutes the appropriate manner for the Producer and his right-holders to recognize his moral right to claim the creation of the work.

11.20

A still photographer must be in the employ of the Producer for any day on which any other still photographer, except if employed by the NFB, is present at the request or with the permission of the Producer.

11.21

The Producer undertakes to ensure that no photograph will be taken by members of the technical team other than those used in conjunction with their duties.

Moreover, all photographs not drawn from archives used as props, decorative elements and backdrops in the Production must necessarily be produced by a still photographer.

Script-clerk

11.22

In the event that more than one camera is used, the script-clerk receives a Premium of sixty dollars (\$60) a day. This Premium is not included in the calculation of Upgrades and Penalties.

11.23

When there is a script-clerk, an assistant script-clerk must be hired when there is more than one camera and the camera is in service for more than four (4) hours.

11.24

In order to properly evaluate the preproduction work of the script-clerks, an evaluation grid of needs is available to the Producers and the Script-Clerks in Letter of Understanding **N° 2**.

This Letter of Understanding must be initialled and appended to the Contract of the script-clerk.

Combination Script-clerk

11.25

Additional remuneration of two (2) hours of work off the Set payable at the AHR at the time of the end of his workday on the Set is part of the script-clerk's employment.

This additional remuneration is not included in the calculation of the MHG, Upgrades and Penalties, except in respect of the Overlapping that becomes applicable, as the case may be.

The Combination begins one and a half hours (1.5 hours) after the end of the script-clerk's workday and is included in Overlapping calculations, pursuant to article **15.11**, where applicable.

The Combination may not be used to screen the rushes.

Combination

11.26

The Producer may guarantee a Technician a set daily number of hours off the Set, remunerated at the AHR of the Technician at the time of the end of his workday on the Set.

This additional remuneration is not included in the calculation of the MHG, Upgrades and Penalties, except in respect of the Overlapping that becomes applicable, as the case may be.

The Combination begins one and a half hours (1.5 hours) after the end of the workday on Set and is included in Overlapping calculations, pursuant to article **15.11**, where applicable.

The Combination may not be used to screen the rushes.

Chapter 12 - Equipment leasing

12.01

Since equipment leasing does not fall under the jurisdiction of this Scale Agreement, the Technician who leases equipment to the Producer must do so in accordance with the procedures stipulated in respect of an independent entrepreneur directly with the NFB.

Chapitre 13 – Joint committee, Greivance and Greivance procedure

Basic principle

13.01

The NFB, AQTIS and every Technician subject to this Scale Agreement undertake to recognize the exclusive jurisdiction of the arbitrator in respect of any disagreement pertaining to the interpretation or the application of this agreement and agree that any grievance must be filed according to the following procedure.

13.02

However, nothing in this Scale Agreement prevents AQTIS or the NFB, if they so desire, from attempting to settle between themselves any disagreement pertaining to the interpretation or the application of this Scale Agreement.

Joint committee

13.03

The NFB and AQTIS agree to establish a Joint Committee made up of two (2) members, to which each one may appoint one (1) representative, if need be.

It will be the task of this committee to examine any question for which the Scale Agreement does not make provision or that it appears to have settled in an unsatisfactory manner according to either of the Parties. This committee may make to the NFB and to AQTIS recommendations in respect of which it has reached unanimous agreement.

The Parties agree that these recommendations, when they are accepted by the NFB and AQTIS, may be included in a schedule to this agreement.

13.04

In certain cases, the NFB and AQTIS, assembled on the Joint Committee, may agree not to apply the Scale Agreement in whole or in part or to negotiate specific conditions.

13.05

Any disagreement between the NFB, on the one hand, and AQTIS, a Technician or a group of Technicians, on the other hand, concerning the interpretation or the performance of the Scale Agreement or of a Contract concluded pursuant to the Scale Agreement, may be subject to a complaint or a grievance.

However, in the event of a dispute concerning the credits that cannot be remedied, only financial compensation may be claimed for the purposes of settlement

13.06

The ONF and AQTIS agree to foster the prompt, efficient settlement of any dispute that may arise between them without resorting to the formal grievance settlement procedure and, consequently, any dispute may be settled at the time of its existence, by AQTIS and the Manager, Staff Relations, at the NFB.

13.07

The Parties undertake to submit to the Joint Committee and to the arbitrator, as the case may be, any document that enables it/them to ascertain the validity of the complaint submitted and to be acquainted with all of the facts and particulars pertaining thereto.

13.08

The Joint Committee has twenty (20) days in which to attempt to settle the complaint.

Grievance

Grievance procedure

13.09

Only the Parties to the Scale Agreement may act as grievors on behalf of their organization or the persons that they represent and file a grievance at the head office of AQTIS or the chief place of business of the NFB.

13.10

Written notice of a complaint must be submitted to the other party to the Scale Agreement within thirty (30) days of knowledge of the act or omission that is the subject of the complaint.

13.11

The drafting of a grievance determines the nature of the grievance, the key articles that are alleged to have been violated or poorly interpreted and the settlement sought.

Arbitration procedure

13.12

Failing the settlement of the complaint within the deadline stipulated in article **13.08**, the complainant then has ten (10) business days to proceed to arbitration through the submission of the duly drafted grievance and notice to arbitrate to the other party, indicating the names of the three (3) arbitrators.

13.13

Within ten (10) days of receipt of the notice to arbitrate, the other party to the grievance must choose an arbitrator among those suggested in the notice to arbitrate and communicate its choice to the party that submitted the grievance to arbitration or give the other party the names of three (3) other arbitrators.

Failing agreement on the appointment of the arbitrator, the parties must agree to draw at random one name from among the six (6) names suggested by AQTIS and the NFB or submit a request to the minister in accordance with section 36 of the ***Status of the Artist Act***.

13.14

The arbitrator must hear the case and hand down a judgment, as much as possible, within thirty (30) days of his appointment. His decision is final and enforceable.

13.15

The arbitrator has all of the powers necessary to dispose fully and permanently of a grievance. He may grant all of the necessary, appropriate remedies to restore the complainant's rights by means of a declaration, an order, the granting of compensation or otherwise pursuant to the conditions of the Scale Agreement in force at the time of the signing of the Contract.

13.16

The arbitrator may not, through his decision pertaining to a grievance, add to, subtract from or amend the Scale Agreement or the Contract.

13.17

The Parties must equally share the costs of the arbitration.

13.18

The submission of a grievance does not delay the Production schedule of a Recording or its operation.

Chapter 14 – Work schedule

General provisions

14.01

At the time of hiring, the Producer and the Technician must agree upon one of the applicable work schedule systems and a method of remuneration, in accordance with the procedures stipulated below.

The normal workday consists in consecutive hours, except for Meal periods. This workday may begin on one day and end on another date in continuity.

14.02

The Technician who is asked to work is entitled to a minimum guaranteed number of hours of work depending on the type of work schedule system negotiated at the time of hiring, articles **14.08** and **14.09**, paid at his BHR per day of work, provided that it relates to the place and the time specified in his Call or he remains at the disposal of the Producer.

The daily guarantee begins at the location of the morning Call and ends, if the Technician needs to return at the location of the morning Call.

14.03

The Technician who, for a serious reason, or after receiving the authorization of the Producer, leaves work before the end of the stipulated time, loses his right to the guaranteed remuneration stipulated in article **14.02** and is only remunerated for the hours actually worked.

The Producer may then proceed with his temporary or permanent replacement if the Technician is unable to return to his position.

14.04

Remunerated time is accounted for to the quarter hour whether in respect of the calculation of the Upgrade, the Penalty, the Premium or the calculation stemming the Technician's lateness.

14.05

The combination of all of the Upgrades and Penalties stipulated in the Scale Agreement may not in any case exceed three (3) times the BHR negotiated.

Disciplinary notice for lateness

14.06

The Technician's lateness is not remunerated and the Technician then receives a written disciplinary notice from the Producer, a copy of which must be sent to AQTIS..

The Producer may terminate the Contract during performance of a Technician who accumulates three (3) disciplinary notices for lateness in the course of a Production.

However, written notice must be submitted to AQTIS within four (4) hours of the termination of the Contract.

Work Plan

14.07

The Work Plans must be communicated to the entire team and to AQTIS not later than twelve (12) hours prior to the time of the Call for the next Recording day or at the time of the Camera Wrap the previous day.

However, in the absence of the use of the Work Plan, an e-mail or a fax that includes the information that appears on the Work Plan will be accepted by AQTIS for Productions involving fewer than ten (10) persons.

Remuneration on an hourly basis

10 MHG

14.08

A minimum of ten (10) guaranteed hours (called "10 MHG").

The Technician then receives overtime:

- a) starting with the eleventh (11th) hour at the BHR increased by fifty percent (50%);
- b) starting with the thirteenth (13th) hour, he is remunerated at the BHR increased by one hundred percent (100%);
- c) starting with the fifteenth (15th) hour, he is remunerated at the BHR increased by two hundred percent (200%).

5 MHG

14.09

A minimum of five (5) consecutive guaranteed hours (called "5 MHG").

The Technician then receives overtime:

- a) starting with the seventh (7th) hour, at the BHR increased by fifty percent (50%);
- b) starting with the thirteenth (13th) hour, he is remunerated at the BHR increased by one hundred percent (100%);
- c) starting with the fifteenth (15th) hour, he is remunerated at the BHR increased by two hundred percent (200%).

However, the Producers may only use this option (5 MHG) in respect of the following activities:

- a) preproduction and postproduction;
- b) location scouting;
- c) technical testing;
- d) screen tests;
- e) resumption of Recording with six (6) or fewer Technicians;
- f) equipment management;
- g) equipment installation;
- h) return of equipment;

- i) rushes;
- j) production meetings;
- k) assembly and dismantling of sets and lighting;
- l) work transportation outside a day of Recording;
- m) Recording of Supplementary Shots;
- n) the still photographer subject to article **11.18**;
- o) When required for the needs of the production and previously indicated in the specific conditions of the Contract of Employment, the 5 MHG increased by thirty percent (30%) may be used for the purpose of shooting.

14.10

The 5 MHG must be worked consecutively. If the Work Period is extended beyond the five (5) hours anticipated, a Meal period of a maximum of one (1) hour must be granted.

Failing this, the time that the Technician makes available to the Producer is remunerated at the AHR increased by a Penalty of one hundred percent (100%) of his BHR.

This rest period is always followed by a second Work Period of a minimum duration of two (2) hours.

Early Call

14.11

The time made available to the Producer between the second (2nd) and first (1st) hour before the General Call is remunerated at the AHR increased by a Penalty equivalent to one hundred percent (100%) of the BHR.

Moreover, any time made available to the Producer more than two (2) hours before the General Call is remunerated at the AHR increased by a Penalty equivalent to two hundred percent (200%) of the BHR.

When work begins outside the Urban Zone, the length of the Early Call period is calculated from the time of departure from the Urban Zone, as defined in article **17.01**.

A substantial snack, pursuant to articles **16.17** to **16.19**, must be offered to the Technician, failing which the Meal Penalty, as stipulated in article **16.20**, will be applied, five (5) hours after the Technician's morning Call time.

Night shift premium

14.12

For any hour or fraction thereof made available to the Producer between eleven (11) p.m. and seven (7) a.m., the Technician will receive a Premium of three dollars (\$3) per hour.

This Premium only applies to Technicians having begun their shift no later than five-thirty (5:30) in the morning.

This Premium is not use to calculate overtime and Penalties.

This Night Shift Premium applies to all Technicians assigned to night shifts at the request of the Producer, except for location or exterior night Recordings required by the scenario.

Fortieth and forty-first (41st) and subsequent hours

14.13

Any hour worked beyond forty (40) working hours in a given week and on the same Production that has not already been remunerated in overtime or that should not be according to the daily work schedule must be increased by:

- a) fifty percent (50%) of the BHR of the forty-first (41st) hour worked to the sixtieth (60th) hour worked;
- b) one hundred percent (100%) of the BHR starting with the sixty-first (61st) hour worked.

Overtime days (6th, 7th and subsequent days)

14.14

When the Technician is called to work for a sixth (6th) consecutive day, this day is remunerated on the basis of the BHR increased by fifty percent (50%).

14.15

When the Technician is called to work for a seventh (7th) consecutive day or more, these days are remunerated on the basis of the BHR increased by one hundred percent (100%). This Upgrade applies until the Technician is granted a day off.

Jours supplémentaires (6^{ième}, 7^{ième} et les suivantes) à l'étranger.

14.16

In Recordings carried out abroad, articles **14.14** and **14.15** do not apply if the majority of the AQTIS Team decide to continue working without a day off in order to reduce the length of time abroad.

This decision must be made by secret ballot, organized by AQTIS, before the Technicians go abroad.

Failing this, articles **14.14** and **14.15** apply.

Moreover, the maximum number of consecutive days must not exceed ten (10) days. Consequently, article **14.14** applies to the eleventh consecutive day of work, while article **14.15** applies to the twelfth and any subsequent consecutive days of work.

Work schedules in other country

14.17

If necessary, a specific agreement will be negotiated between the Producer and AQTIS concerning the application of the articles dealing with work schedules for members and Permittees of AQTIS in order to be harmonized with existing customs in the country in which the work is being performed, in accordance with and before the hiring of any Technician.

French Set

14.18

The Producer may avail himself of a work schedule of seven and a half (7½) hours with interruption for Meals if he notifies the Technicians forty-eight (48) hours in advance and if he complies with the following conditions:

- a) the Producer must, at his expense, provide the team of Technicians, prior to the commencement of uninterrupted Recording, with a Meal lasting one (1) hour;
- b) the Producer must at all times make available to the Technicians a suitable buffet

14.19

This period is deemed to be a normal workday to which applies the daily guarantee stipulated in article Erreur ! Source du renvoi introuvable.

14.20

The Technician may make available to the Producer a maximum of two (2) hours remunerated at the AHR increased by fifty percent (50%), before the Meal lasting one (1) hour preceding the commencement of uninterrupted Recording.

14.21

At the conclusion of the uninterrupted Shooting, the Technician may make available to the Producer a maximum of one (1) hour at the AHR increased by one hundred percent (100%),

provided that the Producer has provided, at his expense, a Meal lasting thirty (30) minutes at the conclusion of the uninterrupted Recording.

14.22

In the event that the work continues beyond the hour of overtime work stipulated in article **14.21**, the Technician is remunerated at the BHR increased by two hundred percent (200%).

Chapter 15 – Work calendar, rest period, day off, overlapping

Work calendar

General provisions

15.01

The signing of several Contracts in respect of a given Production may not have the effect of depriving a Technician of the conditions stipulated in this agreement.

15.02

Every hiring of a Technician who is unable to satisfy the conditions in Chapter 15 must first be negotiated with AQTIS and the manager of the department concerned.

Fixed-term Contract

15.03

Every Contract must include a starting date, an ending date and a number of Guaranteed Days.

15.04

A new Contract or an amendment must be signed once the Guaranteed Days under the Contract have been worked if the Technician must continue to work for the Production.

15.05

In the event that the Technician is unavailable on a Guaranteed Day whose date was not specified in the Contract and on which the Producer requires his services, the Producer and the Technician are released from their obligations concerning this guaranteed day.

Rest period

15.06

Every Technician is entitled to a rest period of at least ten (10) hours between the end of any workday and the beginning of his day the following day.

15.07

If the workday of the Technician is sixteen (16) hours or more, including Meals and remunerated travel time, the daily rest period stipulated in article 15.06 becomes twelve (12) hours for the Technician.

15.08

A single day off between two (2) days of work is 24 hours plus 10 hours (34 hours).

Two (2) consecutive days off between two (2) days of work is 24 hours plus 24 hours plus 8 hours (56 hours).

15.09

All Technicians must receive a day off of a minimum of one (1) day following the accumulation of five (5) consecutive days of work.

15.10

Every Technician is entitled to four (4) days off every fourteen (14) calendar days, including two (2) consecutive days.

Overlapping

15.11

Subject to the rest periods stipulated in articles **15.06** to **15.10**, the time made available to the Producer during these rest periods is remunerated at the AHR increased by a Penalty equivalent to one hundred percent (100%) of the BHR.

However, any time made available to the Producer within the first eight (8) hours of rest of the Technician is remunerated at the AHR increased by a Penalty equivalent to two hundred percent (200%) of the BHR.

Moreover, when the work is begun or completed outside the Urban Zone, the rest period is calculated as of the time of entry into the aforesaid Urban Zone, article 17.01, and the Overlapping begins upon leaving the Zone the next day, if applicable, or from the Call time.

A substantial snack, pursuant to articles **16.17** to **16.19**, must be offered to the Technician, failing which the Meal Penalty, article **16.20**, will be applied, five (5) hours after his morning Call time.

Chapter 16 – Meal periods and grace period

Meal periods

General provisions

16.01

Meal periods are determined at the discretion of the Producer, who may decide to adopt the provisions respecting the 3-5 Meal schedules or the 3-6 Meal schedules in this agreement, as defined in articles **16.11** to **16.16**.

However, he must first inform the Technicians of his choice at the time of their Call or on the Work Plan.

The Meal periods apply to all of the Technicians

16.02

The first Meal period of the Recording team takes place between 3 and 5 hours or 3 and 6 hours from the General Call, depending on the Meal schedule selected.

Any Technician who works fewer than 3 hours before his Meal period is considered to be on continuous time until the end of his maximum work period (five (5) or six (6) hours, as the case may be) before being entitled to an article 16.20 Meal penalty.

16.03

Any meal provided at the expense of the Producer must be similar in quality to a standard Meal at that time of the day and offer a certain variety. It must be served in appropriate premises.

16.04

Meal periods of one hour or less are calculated starting from the time the Technician arrives on the site where the Meals are served.

The time required to go to the food service site and return from it is part of work time and is paid at the AHR of the Technician.

However, the time required by a Technician to go to the food service site for the first Meal must be charged to the Work Period that follows such first Meal.

16.05

When the Producer must provide the meal in the workplace, he may, for want of providing the Meal, reimburse the Technician his Meal expenses, up to the amounts stipulated in article **19.01**.

The Producer may avail himself of this possibility solely when adequate food service sites are located less than five hundred (500) metres from the workplace.

16.06

The Producer must ensure that a food service site is accessible less than five hundred (500) metres by road from the workplace during the Meal periods of a Technician working from ten (10) p.m. to seven (7) a.m.

Failing this, the Producer must provide, at his expense, a Meal for the Technician who has a Meal period.

16.07

When the Producer must provide the Technician with the Meal and the Technician is unable to go to the food service site specified, the Producer, for want of providing the Meal, may reimburse the Technician his Meal expenses, up to the amounts stipulated in article **19.01**.

Work outside the Set

16.08

The Technician called to work in whole or in part outside the Set is assumed to work according to the 3-5 Meal schedule.

The time of the first Meal period for this Technician is calculated starting at the time of his Call.

5 MHG during Shooting

16.09

The Technician hired according to a 5 MHG who begins his workday after the commencement of the General Call is also assumed to work according to the 3-5 Meal schedule. The time of the first Meal period for this Technician is calculated starting from the time of his Call.

Meal period less than an hour

16.10

Notwithstanding the provisions stipulated above in this chapter concerning the duration and payment of the Meal, the Producer may at any time replace the conditions stipulated by a period of more than thirty (30) minutes and less than one (1) hour. This period is then remunerated at the AHR, without Meal Penalty, with a served Meal, reflecting the time of day, at his expense, in the workplace

3-5 meal schedule

16.11

An unpaid Meal period lasting a minimum of one (1) hour and a maximum of one and a half (1.5) hours must be granted after a minimum of three (3) hours and a maximum of five (5) hours of work in accordance with the provisions in article Erreur ! Source du renvoi introuvable..

The Technician must dispose of at least one (1) hour seated in food service premises or the place where Meals are provided.

2nd and subsequent 3-5 schedule meals

16.12

With each resumption of work after the first Meal period stipulated in the 3-5 Meal schedule, a Meal period is granted according to the following procedures:

- A. A second unpaid Meal period lasting one (1) hour must be granted to the Technician after a minimum of three (3) hours and a maximum of five (5) hours of work.
- B. For subsequent Meals, another Meal period of thirty (30) minutes remunerated at the AHR must be granted to the Technician after a minimum of three (3) hours and a maximum of five (5) hours of work. The Producer provides the Technician with the meal at the Producer's expense in the workplace.

3-6 meal schedule

16.13

An unpaid Meal period lasting one (1) hour must be granted to the Technician after a minimum of three (3) hours and a maximum of six (6) hours of work.

16.14

When the Producer decides to adopt the 3-6 Meal schedule, it is agreed that he must provide Meals in the workplace and at his expense. For the first Meal, should the Producer fail to provide the Meals, he may pay the Technicians the amounts stipulated in article Erreur ! Source du renvoi introuvable..

16.15

The time required to go to the food service site and return from it is part of work time and is paid at the AHR of the Technician. However, the time required to go to the food service site for the first Meal may be charged to and be part of the Work Period following this first Meal.

2nd meal and subsequent 3/6

16.16

With each resumption of work after the first Meal period stipulated in the 3-6 Meal schedules, a Meal period is granted as follows:

- A. After a minimum of three (3) hours and a maximum of six (6) hours, another Meal period of thirty (30) minutes remunerated at the AHR must be granted.

The maximum of six (6) hours is reduced to five (5) hours for all Work periods following the second (2nd) Meal. A Meal period of thirty (30) minutes remunerated at AHR is granted.

Substantial snack prior to the General Call

16.17

Every Technician who starts to work more than one (1) hour before the General Call is entitled to a substantial hot snack and a remunerated break of reasonable duration lasting not more than thirty (30) minutes to be taken within a period commencing thirty (30) minutes before the General Call and ending one (1) hour after the General Call.

Should a substantial snack fail to be provided, a Meal Penalty, pursuant to article **16.20**, will be applied, five (5) hours after the Technician's Call time.

16.18

The substantial hot snack of a Technician from the costume, hairdressing and make-up departments must be delivered to him in his workplace if his Call is more than one (1) hour before the General Call.

16.19

It is the responsibility of every Technician to notify upon his arrival the canteen keeper of his right to this substantial snack and the conditions surrounding such right.

Meal penalty

16.20

The time made available to the Producer, after the maximum of five (5) or six (6) hours stipulated in this agreement, is remunerated at the AHR increased by a Penalty of one hundred percent (100%), as long as a Meal period is granted.

The Technician must obtain the authorization of the Producer or his representative before he performs any work that entitles him to a Meal Penalty.

Grace period – 1st Meal

16.21

In the event that it is necessary to finish a shot already in the process of Shooting, the Producer benefits from a grace period of a maximum of ten (10) minutes before the provisions stipulated in article **16.20** apply.

This grace period does not reduce the Meal period of the Technician. The resumption of work must automatically be postponed ten (10) minutes, whether the ten (10) minutes are used in total or not.

The Producer may only resort to these provisions four (4) times per ten (10) days of work. If the work must be pursued beyond this period of ten (10) minutes, the grace period is then cancelled.

Chapter 17 – Urban zone, Transport

Montreal Urban Zone

17.01

The Montréal Urban Zone is bounded:

- A. By the shorelines of the islands of Montréal, Laval, Bizard and Perrot
- B. To the north, by Autoroute 640, ending at Céline Dion Boulevard in Charlemagne and at 59th Avenue in Pointe-Calumet.
- C. To the south, by Autoroute 30, ending at Montée Picardie in Varenne, and at the intersection of René Lévesque Boulevard and Lévy Boulevard in Châteauguay.

Intermediate Montréal Zone

17.02

The **Intermediate Montréal Zone** is a forty-kilometre (40-km) radius from Jean Talon Métro Station. The edge of the Zone starts:

- A. To the north, with Autoroute 640, ending at Céline Dion Boulevard in Charlemagne and at 59th Avenue in Pointe-Calumet.
- B. To the south, with Autoroute 30, ending at Montée Picardie in Varenne, and at the intersection of René Lévesque Boulevard and Lévy Boulevard in Châteauguay.

Any work carried out in the Intermediate Urban Zone gives the AQTIS Technician the right to:

1. Per diem allowances or a Meal provided by the Productor during work hours. A substantial snack must be provided to the entire AQTIS Team.
2. Travel Transportation Time (TTT) from the edge of the Urban Zone, based on the estimate provided by Google Maps, or taking into account the real amount of time required for TTT, given the traffic, as the case may be.
3. For Technicians using their own vehicles at the Producer's request, the kilometrage expenses established in article **17.20** from the edge of the Urban Zone based on the estimate provided by Google Maps, for a minimum of twenty (20) kilometres.

Remote Zone

17.03

The boundary of the **Remote Zone** is the edge of the Intermediate Zone, as defined in article **17.02**, (radius of forty (40) kilometres).

Any work carried out in the Remote Zone gives the AQTIS Technician the right to:

- A. The daily three (3) minimum per diem allowances (breakfast, lunch, and supper) described in article **19.01** or, during work hours, to the Meal provided by the Producer, as well as to the substantial morning snack provided to the entire AQTIS Team, which does not replace the breakfast per diem allowance.
- B. Travel Transportation Time (TTT) from the edge of the Urban Zone, based on the estimate provided by Google Maps, or taking into account the real TTT time, given the traffic, as the case may be.
- C. For Technicians using their own vehicle at the Producer's request, the kilometrage expenses established in article **17.20** from the edge of the Urban Zone based on the estimate provided by Google Maps.
- D. Accomodation as stipulated in articles **19.08** to **19.09**.

Notwithstanding the foregoing;

1. At the end of a day of work in the Remote Zone, if the Technicians' work hours, including transportation time and Meals, do not exceed thirteen (13) hours and transportation time to the edge of the Urban Zone is no more than one (1) hour, the Producer is not obliged to provide accomodations if he makes a Shuttle available to the Technicians and pays Travel Transportation Time (TTT) or Work Transportation Time (WTT), as the case may be.

On the last day of work in the Remote Zone, if the transportation time to the edge of the Urban Zone is no more than two and a half (2.5) hours, the Producer may organize a shuttle for the return trip. Travel Transportation Time is then remunerated in accordance with article **17.06** for the Technicians who so desire, failing which accomodations must be provided.

Overlap of different zones

17.04

In the event that all facilities for a Shooting day overlap the boundaries of different zones (urban, intermediate, and remote), the conditions applicable to the furthest zone will be in force.

Travel transportation

17.05

Travel Transportation Time (TTT) outside the Urban Zone as stipulated in article **17.01** is remunerated at the BHR, but is not included in the calculation of the daily guarantee stipulated in article **14.02**.

Travel Transportation Time is calculated based on the boundaries of the Urban Zone stipulated in article **17.01**.

17.06

In the event that the Producer provides the Technician with accommodation, travel transportation time of less than thirty (30) minutes to go to the Call location and thirty (30) minutes to return to the accommodations site is not remunerated.

Time in excess of these thirty (30) minutes is remunerated as travel or work transportation, as the case may be.

17.07

When the Production is recorded outside the Zone defined in article **Erreur ! Source du renvoi introuvable.** and the Producer provides accommodation, only one return travel transportation trip is remunerated.

17.08

When the travel transportation time of a Technician does not take place on a day of work, this day is not calculated as a day of work for the purposes of the calculation of consecutive days and of the overtime granted after the fortieth hour.

For a day without work, the minimum travel transportation time, remunerated at BHR and divided into periods of fifteen (15) minutes, is four (4) hours per twenty-four (24) hour period while the maximum is twelve (12) hours.

This period is calculated from the time of arrival at the Call location for the departure until the time of arrival at the accommodations, and vice versa.

Moreover, for any delay in the prescribed schedule exceeding the maximum twelve (12) TTT hours, the Producer will remunerate the Technician for the length of time of the delay at the minimum BHR stipulated in the Scale Agreement for the position of Technician, as compensation. This situation does not result in overtime.

The Producer and the Technician may negotiate a different BHR for this day.

17.09

When the travel transportation time stipulated in article **17.08** is ten (10) hours or more, from arrival at the Call location for the departure until arrival at the accommodations and vice versa, articles **19.08** to **19.09** apply. The Technician must be given a minimum of ten (10) hours of rest.

Work during TTT

17.10

The time that a Technician devotes to performing any work at the Producer's request during his travel transportation is not accounted for as travel transportation and must be remunerated at the BHR negotiated in the Contract.

However, several work periods within a travel transportation period of twenty-four (24) hours are added up, by increments of fifteen (15) minutes, and are deemed to be a single Work period and are remunerated accordingly.

Moreover, no minimum hours guaranteed (MHG) are granted for this situation. The total number of hours worked is included in calculation of the overtime awarded after the fortieth hour.

Time transport travel within the Zone

17.11

When the work is performed within the Zone described in article **17.01**, the Producer must offer transportation to the Technician from the office of the Production or from a point that is commonly accessible in all of the following instances:

- (a) the work is performed outside the hours of operation of public transportation;
- (b) the workplace is not served by public transportation.

Work transportation

17.12

The Technician who must at the request of the Producer drive a vehicle is always remunerated as stipulated in article **14.02**, and at the AHR.

The Technician is remunerated from the time of his arrival at the place where the Production vehicle is picked up. All time devoted to driving a vehicle at the Producer's request is also remunerated.

The time the Technician who has already accumulated WTT at the beginning of his day spends returning to the place where the production vehicle was picked up is remunerated at AHR whether he is driving a vehicle or not.

17.13

The Producer must assume the cost of gasoline, parking expenses and maintenance of the production vehicle. He must reimburse such expenses upon submission of supporting documents.

17.14

The Technician to whom the Producer assigns the responsibility of a production vehicle must possess a valid driver's licence at the time of hiring. He must promptly notify the Producer if his licence is suspended, cancelled or otherwise modified in a manner that affects the right to drive the vehicle entrusted to him.

WTT on a day off

17.15

When the Technician's Work Transportation Time does not occur on a day of work, all the provisions in this Scale Agreement apply.

Shuttle service

17.16

When the Call location is located outside the Urban Zone, as stipulated in article **17.01**, the Producer must notify the AQTIS Team that a Shuttle service is available to them.

The Call location or locations for taking the Shuttle must have parking for the Technicians' personal vehicles that is free or paid by the Producer.

The Shuttle service must meet the AQTIS Team's transportation needs. The Technician is paid TTT from the time appointed for taking the Shuttle.

Should Shuttle service for the Technicians called upon to work outside the Urban Zone, as stipulated in article **17.01**, fail to be organized and provided, the Technicians will use their personal vehicles to go to and from the Call locations. They will be considered to be on WTT, pursuant to articles **17.12** to **17.15**, and will be paid kilometrage expenses, pursuant to article **17.20**.

If Technicians carpool, they will be considered to be on TTT, pursuant to articles **17.04** to **17.11**, except for the driver who will be considered to be on WTT, pursuant to articles **17.12** to **17.15**.

17.17

The Technician who uses the Shuttle service provided by the Producer, under article **17.16**, is remunerated at TTT rates as of the scheduled boarding time.

After his day of work, the Technician is paid TTT rates until arrival at the initial boarding location, even if the latter is inside the Urban Zone.

17.18

The Producer must make a (reasonable) Shuttle service available outside work hours to Technicians who have used the Shuttle service to reach a Shooting location situated outside the Urban Zone and who have to be lodged there, if the accommodations are more than one (1) kilometre from downtown or, failing that, near services such as a restaurant, grocery store, and drugstore.

17.19

The Technician asked to drive the Shuttle to bring individuals back and forth at the request of the Producer is remunerated at WTT rates from the time of his departure from his home, from the site where he picks up the Shuttle, or from his accommodations, until he returns at the end of his day of work.

Kilometrage expenses

17.20

The Technician who, at the request of the Producer, agrees to travel or to use his own vehicle for the purposes of the production, will be reimbursed his expenses, at the rates in force pursuant to ***Schedule B (Kilometric Rates---Modules 1, 2, and 3) of the National Joint Council Travel Directive***, updated from time to time, and according to the procedure in force at the NFB as described in Schedule "G".

At the time of executing this Scale Agreement, the rates in effect in Québec are fifty-two cents (\$0.52) per kilometre driven for the first one hundred (100) kilometres and twenty-six cents (\$0.26) for any additional kilometres.

These kilometres thus reimbursed cover wear on the vehicle and gasoline.

In the same way, every Technician who is asked to travel with his own vehicle outside the zone described in article **17.01** and **17.02** will be reimbursed for his kilometrage from the point at which he leaves the Urban Zone.

Outside the urban zone

17.21

In the event that the workplace is outside the zones stipulated in article **17.01** or **17.02** and the workday is more than fifteen (15) hours, including transportation time and Meal times, and the combination, the Producer must provide the Technician with accommodation and the aforesaid transportation time is effected the next day.

Despite the foregoing, if the transportation time is less than two hours thirty minutes (2 hours 30 minutes) in order to reach the entry to the Urban Zone, the Producer may organize chauffeur-driven transportation for the return trip for Technicians who so desire. The Technician is then remunerated at the TTT rate, pursuant to articles **17.05** to **17.11**.

Chapitre 18 - Holidays

Holidays

18.01

For the purposes of this agreement, the following are statutory holidays:

1. New Year's Day (January 1);
2. Easter Friday or Easter Monday (at the Producer's discretion*);
3. the Journée nationale des Patriotes (the third Monday in May);
4. the Fête nationale du Québec (June 24);
5. Canada Day (July 1);
6. Labour Day (the first Monday in September);
7. Thanksgiving (the second Monday in October);
8. Christmas (December 25).

* The Producer must notify the team and AQTIS of the statutory holiday that he has chosen not later than two weeks before the holiday, failing which the chosen holiday will automatically be considered to be Easter Monday.

18.02

Notwithstanding article **18.01**, the Producer may, during a Shooting outside Québec, replace the statutory holidays stipulated in article **18.01** with those applicable in the province or country in question, at the time of the Shooting, with the exception of Christmas and New Year's Day.

For clarification, with regard to Shootings outside Québec, the Parties confirm their shared interpretation to the effect that "statutory holidays applicable in the province or country in question" signifies statutory holidays as prescribed by law in the province or country visited.

The Producer must notify the Team and AQTIS of the statutory holidays that will be applied or cancelled, if applicable, no later than two weeks before the AQTIS Team's departure.

18.03

Every Technician who works on a statutory holiday according to articles **18.01** and **18.02** is remunerated on the basis of the BHR, increased by one hundred percent (100%).

18.04

Every Technician who works the day before and the day after Christmas, the day before and the day after New Year's Day and Easter day is remunerated on the basis of the BHR, increased by one hundred percent (100%).

18.05

Statutory holidays not worked and paid according to articles **18.01** and **18.02** are deemed to be workdays for the purposes of this Scale Agreement. Consequently, a statutory holiday cannot be deemed to constitute scheduled leave.

However, the Parties agree not to include statutory holidays in the application of articles **14.14** to **14.16** (6th and 7th day).

18.06

When a statutory holiday falls on a Monday or a Friday, the Producer may not change the Shooting to the Saturday or the Sunday that precedes or follows, as the case may be, if the Saturday or the Sunday are not the usual Shoot days.

A statutory holiday may not be changed to a day that is normally a day off.

However, an exemption to this article may be issued by AQTIS in agreement with the AQTIS Team in order to change a statutory holiday to before or after the day or days off normally scheduled for the pay period under way, except for June 24th, July 1st, Christmas Day, and New Year's Day.

Allowance

18.07

For each statutory holiday in article **18.01** or **18.02**, whether or not he worked on this statutory holiday, the Technician is entitled to an allowance calculated according to the following conditions and procedures:

- A. The Technician must have worked for the Producer:
 - 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.
- B. The allowance for a statutory holiday is equivalent to one-twentieth (1/20) of the guaranteed daily remuneration of the Technician multiplied by the number of days on which he worked for the Producer during the twenty-eight (28) calendar days preceding the statutory holiday;
- C. For each statutory holiday and non-working day, the maximum allowance that a Technician receives is equivalent to his guaranteed daily remuneration;

The maximum Allowance stipulated for the Technician who works pursuant to variable work schedules during the twenty-eight (28) days preceding the statutory holiday corresponds to the total guaranteed daily remuneration during this period (excluding any Premiums, Penalties, Upgrades, Allowances, per diem allowances, etc.) divided by the number of days worked over the course of this period, i.e. the average of the guaranteed daily remuneration.

Chapter 19 - Pier diem et hébergement

19.01

Unless he provides the Meal during work hours, the Producer must pay in respect of all Meals that are offered outside the zone described in article **17.01** the following per diem allowances:

Breakfast	\$15
Lunch	\$20
Dinner	\$29
Any additional Meal (as the case may be)	\$20

19.02

These amounts must be paid in cash, by traveler's cheques, or by direct deposit at the beginning of the first Shoot day of the week.

19.03

For the purposes of article **19.01**, the first Meal period after the General Call is always lunch.

19.04

During Travel Transportation Time, the Producer pays all Per Diem Allowances corresponding to the Meal periods that occur outside the Urban Zone.

The Meal period is taken five (5) hours after either the beginning of the Technician's TTT, or the last Meal period he was granted.

19.05

In the event that the workday exceeds twelve (12) hours, including transportation time, the Producer must pay all of the per diem allowances for this day, except for the Meals that he has provided at his expense.

19.06

The Producer is required to reimburse the Technician, upon submission of supporting documents, all other expenses authorized beforehand by the Producer.

Per diem outside of Quebec

19.07

In the event that a Technician is asked to work outside Québec or in Northern Québec, the Producer must adjust the Meal (Per Diem) allowances according to the Big Mac Index and the currency of the place visited, which may not be below the rates stipulated in article **Erreur ! Source du renvoi introuvable.** and must be paid prior to departure.

Accommodation

19.08

If the requirements of the work necessitate accommodating the Technician, the Producer must make the reservations, pay for the accommodation and pay the Technician an allowance for his Meals, as defined in article **19.01**.

Every Technician is entitled to a single room that conforms to the standards of CAA Québec.

Under exceptional circumstances that are beyond the control of the Producer in which it is impossible to satisfy the requirements of this article, the Producer must notify AQTIS accordingly.

19.09

The Technician who stays outside his place of residence for fourteen (14) days or more receives a bonus of thirty-five dollars (\$35) per week for each of the weeks that he must spend outside his place of residence for the purposes of his work.

Chapter 20 - Security deposit

20.01

AQTIS may demand of every Coproducer who forms an association with the NFB and who is a signatory of this Scale Agreement a security deposit, by certified cheque or irrevocable letter of indemnity from a recognized Canadian banking or financial institution. The security deposit must be made payable to AQTIS-IN TRUST.

The amount of the deposit is established by mutual agreement between the Producer and AQTIS or, failing that, an amount of four hundred dollars (\$400) per day per Technician on the AQTIS Team, for a maximum of four (4) days.

This cheque or bank guarantee must be submitted to the NFB on behalf of AQTIS before any AQTIS Contract is given to the Producer.

In the case of a Coproducer who has already been found to have failed to pay, AQTIS may demand a security deposit in the amount of four hundred dollars (\$400) per Technician per day stipulated in the Contract.

20.02

AQTIS may demand payment in trust before or after the work begins and such payment must be made by means of a certified cheque dated on the day of payment, not later than forty-eight (48) hours after the demand.

20.03

In the event that the Coproducer refuses to make the payment in trust and notwithstanding what is stipulated in this Scale Agreement, AQTIS may recommend to the Technician that he leave the job and the Technician may unilaterally cancel his Contract by means of written notice to the Producer, a copy of which must be submitted to the NFB and to AQTIS. The Technician is then released from his obligations to the Producer.

20.04

The trust ends at the latest the day after the last payment of the amounts due to the Technicians and to AQTIS.

AQTIS must then submit to the Producer within forty-eight (48) hours all of the amounts held in trust. Should AQTIS fail to release the security deposit within the stipulated deadline, AQTIS must pay the Producer interest at the average daily discount rate of the Bank of Canada in the preceding month, increased by three percent (3%) calculated from the date on which the deposit should have been released.

In the event of a dispute between AQTIS and the Producer concerning the application of this Scale Agreement, AQTIS will withhold from the security deposit at the conclusion of the Production an amount equivalent to the amount that it is claiming. This amount may not in any

case be higher than the amounts due to AQTIS. However, AQTIS may only collect the amounts held in trust following an agreement to settle the grievance or a decision handed down by an arbitrator confirming the validity of the claim made by AQTIS.

20.05

AQTIS, at its absolute discretion, may accept an irrevocable letter of indemnity in place of the trust deposit stipulated in the preceding articles.

Chapitre 21 - Notices

Notices

21.01

Unless stipulated to the contrary, all of the notices stipulated in this Scale Agreement must be sent by certified mail, fax, e-mail or messenger with proof of the date of receipt, to the address of the Technician or the Producer indicated on the Contract and a certified copy must be sent to AQTIS and the Manager, Staff Relations, at the NFB.

21.02

The calculation of deadlines is based on the postmark of the certified item or the date of receipt.

21.03

The notices stipulated in this Scale Agreement intended for AQTIS, the NFB or the Coproducer, as the case may be, may be sent within the prescribed deadlines by fax or e-mail and the calculation of the deadlines is then based on the date of receipt of the notice. An original of such notice must, however, be subsequently mailed to the recipient(s).

21.04

If the Technician does not have a fax number, the Technician can be reached in person within the stipulated deadlines by telephone, a message on a telephone answering service or any other message left with a third party not deemed to be sufficient. In this instance, or if the Technician cannot be reached by telephone, AQTIS must be immediately notified accordingly and receive the original of this notice within the prescribed deadlines. The Producer must, however, subsequently mail to the recipient the original of such notice.

Chapter 22 – Minimum salary scale

CAMERA	2015-01-01	2016-01-01	2017-01-01	2018-01-01	2019-01-01
Director of photography	43,51 \$	44,16 \$	44,83 \$	45,50 \$	46,18 \$

Camera operator	39,16 \$	39,74 \$	40,34 \$	40,94 \$	41,56 \$
Cameraman	39,16 \$	39,74 \$	40,34 \$	40,94 \$	41,56 \$
Cameraman – (C.O.S.S.)	41,34 \$	41,96 \$	42,59 \$	43,23 \$	43,87 \$
Still photographer	34,81 \$	35,33 \$	35,86 \$	36,40 \$	36,95 \$

HAIRDRESSING	2015-01-01	2016-01-01	2017-01-01	2018-01-01	2019-01-01
Hairstylist designer	34,81 \$	35,33 \$	35,86 \$	36,40 \$	36,95 \$
Supervising hairstylist	30,45 \$	30,91 \$	31,37 \$	31,84 \$	32,32 \$
Hairdresser	23,09 \$	23,44 \$	23,79 \$	24,15 \$	24,51 \$
Wig-maker	27,19 \$	27,60 \$	28,02 \$	28,44 \$	28,86 \$
Prosthetic make-up technician	30,45 \$	30,91 \$	31,37 \$	31,84 \$	32,32 \$
Prosthetic make-up assistant	22,85 \$	23,19 \$	23,54 \$	23,89 \$	24,25 \$

COSTUMES	2015-01-01	2016-01-01	2017-01-01	2018-01-01	2019-01-01
Costume designer	39,16 \$	39,74 \$	40,34 \$	40,94 \$	41,56 \$
Puppet designer	38,07 \$	38,64 \$	39,22 \$	39,81 \$	40,40 \$
Costumer	26,11 \$	26,50 \$	26,90 \$	27,30 \$	27,71 \$

MAKE-UP	2015-01-01	2016-01-01	2017-01-01	2018-01-01	2019-01-01
Make-up designer	34,81 \$	35,33 \$	35,86 \$	36,40 \$	36,95 \$
Supervising make-up artist	30,45 \$	30,91 \$	31,37 \$	31,84 \$	32,32 \$
Special effects make-up artist	30,45 \$	30,91 \$	31,37 \$	31,84 \$	32,32 \$
Make-up artist	27,19 \$	27,60 \$	28,02 \$	28,44 \$	28,86 \$
Make-up assistant	21,76 \$	22,09 \$	22,42 \$	22,75 \$	23,10 \$

SETS	2015-01-01	2016-01-01	2017-01-01	2018-01-01	2019-01-01
-------------	-------------------	-------------------	-------------------	-------------------	-------------------

Assistant art director	28,28 \$	28,70 \$	29,13 \$	29,57 \$	30,02 \$
Set designer	30,45 \$	30,91 \$	31,37 \$	31,84 \$	32,32 \$
Props designer	34,81 \$	35,33 \$	35,86 \$	36,40 \$	36,95 \$
Propsman crewleader	30,45 \$	30,91 \$	31,37 \$	31,84 \$	32,32 \$
Head painter	30,45 \$	30,91 \$	31,37 \$	31,84 \$	32,32 \$
Scenic painter	27,19 \$	27,60 \$	28,02 \$	28,44 \$	28,86 \$
Sculptor-molder	27,19 \$	27,60 \$	28,02 \$	28,44 \$	28,86 \$
Draughtsman	26,11 \$	26,50 \$	26,90 \$	27,30 \$	27,71 \$
Studio special effects technician	29,37 \$	29,81 \$	30,25 \$	30,71 \$	31,17 \$

EDITING	2015-01-01	2016-01-01	2017-01-01	2018-01-01	2019-01-01
Off-line editor	36,98 \$	37,54 \$	38,10 \$	38,67 \$	39,25 \$
In-line editor	34,81 \$	35,33 \$	35,86 \$	36,40 \$	36,95 \$
Editor	36,98 \$	37,54 \$	38,10 \$	38,67 \$	39,25 \$
Sound editor	36,98 \$	37,54 \$	38,10 \$	38,67 \$	39,25 \$
Sound mixer	34,81 \$	35,33 \$	35,86 \$	36,40 \$	36,95 \$
Sound effects technician	34,81 \$	35,33 \$	35,86 \$	36,40 \$	36,95 \$
Computer graphics designer	27,19 \$	27,60 \$	28,02 \$	28,44 \$	28,86 \$
Computer graphics special effects technician	29,37 \$	29,81 \$	30,25 \$	30,71 \$	31,17 \$

DIRECTION	2015-01-01	2016-01-01	2017-01-01	2018-01-01	2019-01-01
First assistant director	41,34 \$	41,96 \$	42,59 \$	43,23 \$	43,87 \$
Second assistant director	39,16 \$	39,74 \$	40,34 \$	40,94 \$	41,56 \$
Floor director or manager	32,63 \$	33,12 \$	33,61 \$	34,12 \$	34,63 \$
Script-clerk	33,93 \$	34,44 \$	34,95 \$	35,48 \$	36,01 \$

PRODUCTION	2015-01-01	2016-01-01	2017-01-01	2018-01-01	2019-01-01
Production assistant	30,45 \$	30,91 \$	31,37 \$	31,84 \$	32,32 \$
Location manager	30,45 \$	30,91 \$	31,37 \$	31,84 \$	32,32 \$

SOUND	2015-01-01	2016-01-01	2017-01-01	2018-01-01	2019-01-01
Sound man	34,81 \$	35,33 \$	35,86 \$	36,40 \$	36,95 \$

TECHNICAL	2015-01-01	2016-01-01	2017-01-01	2018-01-01	2019-01-01
Lighting director	41,34 \$	41,96 \$	42,59 \$	43,23 \$	43,87 \$

Chapter 23 – Coming into force, duration of the agreement, increments in minimum salary

Coming into force and duration of the Scale Agreement

23.01

This Scale Agreement will come into force on May 1, 2015, for a period of five (5) years expiring on December 31, 2019. It has been agreed that this new Scale Agreement will not affect the Contracts already signed before the coming into force of the Scale Agreement.

Increments in minimum salary scales

23.02

The minimum salary scales are increased by three and a half percent (3.5%) on May 1, 2015, and one and a half percent (1.5%) on January 1 of each year in respect of which this Scale Agreement has been signed.

Resumption of negotiations

23.03

Notwithstanding the three- (3-) month deadline stipulated by the Status of the Artist Act, six (6) months prior to the expiry of the Scale Agreement, each party may inform the other party in writing of its desire to renegotiate.

23.04

Upon the expiry of the three- (3-) month deadline stipulated by the Status of the Artist Act, the Scale Agreement will be renewed from day to day as long as a new Scale Agreement has not been signed or either of the Parties has not taken advantage of the exercising of its right to strike or engage in a lock-out.

Final provision

23.05

During the duration of this Scale Agreement, the Parties may meet in order to renegotiate any article that appears to cause problems not anticipated at the time of signing of this Scale Agreement.

23.06

This Scale Agreement is not made void by the invalidity of one or more articles.

23.07

The schedules and letters of understanding are an integral part of this Scale Agreement.

Signature of the parties

In witness whereof, the parties to this agreement have signed in Montréal on this _____ day _____, 2015:

POUR L'ONF
For the National Film Board of Canada:

POUR L'AQTIS
For the Alliance québécoise des techniciens de l'image et du son:

Claude Joli-Coeur
Président et Commissaire du
gouvernement à la cinématographie

Bernard Arseneau
Président

Francois Tremblay,
Directeur général, Services
institutionnels, Services juridiques et
Ressources humaines

Jean Claude Rocheleau,
Directeur général

Charles Paradis

Directeur des relations de travail

Dominique Aubry
Director, Business Affairs and Legal
Services

Marc Lesage
Chef d'unité de négociation et application

Gabriel Tremblay Chaput
Conseiller en relations de travail

Schedules and Letters of agreement

Schedule A – Contract

	CONTRAT D'ENGAGEMENT	 <small>519 rue Ontario Est, Bureau 300 Montréal (Québec) H2L 1N8 Téléphone : 514-944-2113 Télécopieur : 514-944-3540</small>	<small>NO DE L'ONF DE L'ARTICLE 10</small> No contrat: _____
CONTRAT INTERVENU ENTRE			
LE PRODUCTEUR OFFICE NATIONAL DU FILM DU CANADA 3155 CHEMIN DE LA COTE DE LIESSE TP5 ST-LAURENT QC Canada CODE POSTAL H4N2N4	ET LE TECHNICIEN Nom _____ Adresse _____ Ville _____ Province _____ Code postal _____ Téléphone _____ Cell _____ Courriel _____		
ci-après appelé(e) l'« ONF »	NO D'ENREGISTREMENT AUX FINS DE LA TPS/TVH No TPS _____ No de membre/permisnaire/stagiaire No de permis _____ ci-après appelé(e) par le terme le « Technicien »		
MÉTIER			
L'ONF retient les services de _____ qui agira à titre de _____ pour la période du _____ au _____			
ASSURANCE			
Police d'assurance <input type="checkbox"/> Nom de l'assureur _____ no d'employeur CSST _____			
ENREGISTREMENT			
Titre provisoire de l'enregistrement _____ Type de production Animation <input type="checkbox"/> Documentaire <input type="checkbox"/> Autre - Spécifiez <input type="checkbox"/>			
TYPE DE RÉMUNÉRATION			
Minimum d'heures garantis (MHG) 5 :	Nombre de jours garantis :		
Minimum d'heures garantis (MHG) 10 :	Nombre de jours garantis :		
Minimum d'heures garantis (MHG) 5 :	Minimum d'heures hors plateau :		
Minimum d'heures garantis (MHG) 10 :	Minimum d'heures hors plateau :		
Taux horaire de base (THB) :			
Calendrier de production annexé (faisant partie du présent contrat)			
CONDITIONS DE REMPLACEMENT			
CONDITION(S) PARTICULIÈRE(S)			
Les parties reconnaissent que l'Accord cadre ONF-AQTIS en vigueur est incorporée au contrat et en fait partie intégrante.			
Signé à _____ le _____			
OFFICE NATIONAL DU FILM DU CANADA		LE TECHNICIEN Je certifie par la présente que la TPS/TVH reçue dans le cadre de ce contrat sera versée à Revenu Canada.	
PAR : _____		PAR : _____	
TITRE : _____			
Pour usage interne			
Centre coûts :	Référence (métier) :		
No projet :	Éléments dépenses :		
Division :	Code d'activités :		
	Organisation :		
Initiales _____		Page 1 de 1	

Schedule B – Time Sheet

PROJET		NUMÉRO		NOTES													
Semaine du		ou		Identifié du technicien													
Heures inscrites par		Calculs effectués par		N° membre AQTIS													
				Contrat. n°													
* rayer la ou les mention(s) inutile(s)																	
Dimanche	Date	TTA	EC	GS*	T1	R1	T2	R2	T3	R3	T4	Whap	TT?	TTVa	TTVr	TTVt	
N° journée	Horaires ->			oui/non													
Heures travail*	MHGS MHSID																<- Dotes (Lm)
Heures repas*	"3-5" "3-6"																<- Durées
Fonction		HC		NS	NOMBRE DES HEURES TRAVAILLÉES						GAINS DE LA JOURNÉE			SAB TOTAL DE LA JOURNÉE			
Rémunération*	THB FQB Tarif				T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15	T16	
Appel général																	
Statut technicien*	MA MM PE	CP			REB	ACI				CHF	REBp						Ap
Lundi	Date	TTA	EC	GS*	T2	R2	T3	R3	T4	R4	T5	Whap	TT?	TTVa	TTVr	TTVt	
N° journée	Horaires ->			oui/non													
Heures travail*	MHGS MHSID																<- Dotes (Lm)
Heures repas*	"3-5" "3-6"																<- Durées
Fonction		HC		NS	NOMBRE DES HEURES TRAVAILLÉES						GAINS DE LA JOURNÉE			SAB TOTAL DE LA JOURNÉE			
Rémunération*	THB FQB Tarif				T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15	T16	
Appel général																	
Statut technicien*	MA MM PE	CP			REB	ACI				CHF	REBp						Ap
Mardi	Date	TTA	EC	GS*	T3	R3	T4	R4	T5	R5	T6	Whap	TT?	TTVa	TTVr	TTVt	
N° journée	Horaires ->			oui/non													
Heures travail*	MHGS MHSID																<- Dotes (Lm)
Heures repas*	"3-5" "3-6"																<- Durées
Fonction		HC		NS	NOMBRE DES HEURES TRAVAILLÉES						GAINS DE LA JOURNÉE			SAB TOTAL DE LA JOURNÉE			
Rémunération*	THB FQB Tarif				T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15	T16	
Appel général																	
Statut technicien*	MA MM PE	CP			REB	ACI				CHF	REBp						Ap
Mercredi	Date	TTA	EC	GS*	T3	R3	T4	R4	T5	R5	T6	Whap	TT?	TTVa	TTVr	TTVt	
N° journée	Horaires ->			oui/non													
Heures travail*	MHGS MHSID																<- Dotes (Lm)
Heures repas*	"3-5" "3-6"																<- Durées
Fonction		HC		NS	NOMBRE DES HEURES TRAVAILLÉES						GAINS DE LA JOURNÉE			SAB TOTAL DE LA JOURNÉE			
Rémunération*	THB FQB Tarif				T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15	T16	
Appel général																	
Statut technicien*	MA MM PE	CP			REB	ACI				CHF	REBp						Ap
Jeudi	Date	TTA	EC	GS*	T3	R3	T4	R4	T5	R5	T6	Whap	TT?	TTVa	TTVr	TTVt	
N° journée	Horaires ->			oui/non													
Heures travail*	MHGS MHSID																<- Dotes (Lm)
Heures repas*	"3-5" "3-6"																<- Durées
Fonction		HC		NS	NOMBRE DES HEURES TRAVAILLÉES						GAINS DE LA JOURNÉE			SAB TOTAL DE LA JOURNÉE			
Rémunération*	THB FQB Tarif				T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15	T16	
Appel général																	
Statut technicien*	MA MM PE	CP			REB	ACI				CHF	REBp						Ap
Vendredi	Date	TTA	EC	GS*	T3	R3	T4	R4	T5	R5	T6	Whap	TT?	TTVa	TTVr	TTVt	
N° journée	Horaires ->			oui/non													
Heures travail*	MHGS MHSID																<- Dotes (Lm)
Heures repas*	"3-5" "3-6"																<- Durées
Fonction		HC		NS	NOMBRE DES HEURES TRAVAILLÉES						GAINS DE LA JOURNÉE			SAB TOTAL DE LA JOURNÉE			
Rémunération*	THB FQB Tarif				T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15	T16	
Appel général																	
Statut technicien*	MA MM PE	CP			REB	ACI				CHF	REBp						Ap
Samedi	Date	TTA	EC	GS*	T3	R3	T4	R4	T5	R5	T6	Whap	TT?	TTVa	TTVr	TTVt	
N° journée	Horaires ->			oui/non													
Heures travail*	MHGS MHSID																<- Dotes (Lm)
Heures repas*	"3-5" "3-6"																<- Durées
Fonction		HC		NS	NOMBRE DES HEURES TRAVAILLÉES						GAINS DE LA JOURNÉE			SAB TOTAL DE LA JOURNÉE			
Rémunération*	THB FQB Tarif				T5	T6	T7	T8	T9	T10	T11	T12	T13	T14	T15	T16	
Appel général																	
Statut technicien*	MA MM PE	CP			REB	ACI				CHF	REBp						Ap
TOTAL HERDOMADAIRES DES HEURES TRAVAILLÉES										TOTAL HERDOMADAIRES DES GAINS							
LÉGENDES (en ordre alphabétique)																	
AC	assurance collective producteur	REBp	REB collectif producteur														
AC	assurance collective technicien	REBt	REB collectif technicien														
CP	codaction professionnelle	T1	premier travail														
FRAT	service famille proche du technicien	T3	allocations travail														
DJT	durée journée de travail	T3	travail de nuit														
EC	appel avancé	T4	quatrième travail														
FQ	forfait quotidien	T0	temps de repos														
GS	gratifier substantiel	T0d	temps de repos et dent														
HC	heures complémentaires	T0d	temps de repos														
HCB	heures complémentaires collectives	T0t	temps de repos														
MA	avantage actif	T5	temps simple														
MH	avantage mise en régime	TT	temps triple														
MI	permis de conduire	T11	temps de transport														
DR	prime de nuit	TTT	temps de transport														
PT	perte de travail	TTA	temps de transport aller														
R1	premier repas	TTA	temps de transport retour														
R2	deuxième repas	TTA	temps de transport														
R3	troisième repas	Whap	transport														
INITIALE																	
	Dimanche	Lundi	Mardi	Mercredi	Jeudi	Vendredi	Samedi										

Schedule C – Work permit

DEMANDE DE PERMIS DE TRAVAIL • ENTENTE ONF / AQTIS



alliance québécoise
des techniciens de l'image et du son

533, rue Ontario Est, bureau 300
Montréal (Québec) H2L 1N8
Téléphone : (514) 844-2113
Télécopieur : (514) 844-3540
info@aqtis.qc.ca • www.aqtis.qc.ca

PERMISSIONNAIRE no _____

APPRENTI no _____

Permis de travail No : _____

VALIDE
DU : _____

AU : _____

SIGNATURE AUTORISÉE AQTIS



3155, Côte-de-Liesse Road
Saint-Laurent (Québec) H7N 2N4
Téléphone : 1 (800) 287-7710 ou
(514) 283-9000
Télécopieur : (514) 283-7564
www.onf.ca

NUMÉRO DE PROJET : _____

TITRE DE LA PRODUCTION : _____

ONF ou Co-producteur: _____

ADRESSE (si différente de l'ONF) : _____

TÉLÉPHONE : _____ TÉLÉCOPIEUR : _____

DEMANDE D'ÉMISSION DE PERMIS de TRAVAIL AU NOM DE : _____

ADRESSE : _____

TÉLÉPHONE RÉSIDENCE : _____ CELLULAIRE : _____

CONTRAT NO : _____

FONCTION : _____

DURÉE DE L'ENGAGEMENT : DU : _____ AU : _____

A SUIVI « INITIATION AU TRAVAIL DE TECHNICIEN EN FILM ET EN VIDÉO : OUI NON

RAISON DE LA DEMANDE : _____

SIGNATURE : _____ DATE : _____

PRODUCTEUR OU REPRÉSENTANT AUTORISÉ

COPIES : PRODUCTEUR – TECHNICIEN OU APPRENTI – AQTIS - ONF

Schedule E – Production information

Télécharger Adobe à jour ici

FICHE DE PRODUCTION

REPLI LE :

** = champs obligatoires.

Envoyer par courriel

** TITRE

** MAISON MÈRE & ADRESSE MAISON FILLE (bureau de production) & ADRESSE

**PRODUCTEUR PRINCIPAL ** TÉLÉPHONE POSTE

PRODUCTEUR DÉLÉGUÉ TÉLÉCOPIEUR

DIRECTEUR DE PROD. COURRIEL

COORDONNATEUR RÉALISATEUR

Coordo : Apparaître sur la liste des productions ? non oui D.O.P

CRÉATEUR COSTUMES MONTEUR

COORD. ARTISTIQUE DIRECT.ARTIST.

** SUPPORT: HD Si AUTRE, précisez

CAMÉRA UTILISÉE:

TYPE DE PRODUCTION Long métrage Si AUTRE, précisez

COPRODUCTION ? PAYS:

LIEUX DE TOURNAGE

DIFFUSEUR/DISTRIBUTEUR:

PRÉPRODUCTION

** TOURNAGE bloc 1:

TOURNAGE bloc 2 (S'il y a lieu) :

DATE DE DÉBUT: DATE DE DÉBUT: DATE DE DÉBUT:

DATE DE FIN: DATE DE FIN: DATE DE FIN:

ENTENTE VIDÉO MANIÈRE FILM

Cochez l'une des cases suivantes ou

Inscrivez le budget :

- MOINS DE 450 000\$ PAR ÉPISODE DE 30 MINUTES
 450 000\$ ET + PAR ÉPISODE DE 30 MINUTES
 MOINS DE 700 000\$ PAR ÉPISODE DE 60 MINUTES
 700 000\$ ET + PAR ÉPISODE DE 60 MINUTES

ENTENTE FILM

Cochez l'une des cases suivantes ou

Inscrivez le budget :

- VOLET 1
 VOLET 2
 VOLET 3
 VOLET 4

Envoyer par courriel

Schedule F – Trainee evaluation form



FORMULAIRE D'ÉVALUATION DE
L'APPRENTI



Titre de la
production :

Nom de
l'apprenti :

Poste de
l'apprenti :

Chef du
département :

Évaluation de l'apprenti :

Signature du chef de département

Signature de l'apprenti

Copies : PRODUCTEUR – AQTIS – APPRENTI

Schedule “G” – POLITIQUE DE REMBOURSEMENT DU KILOMÉTRAGE

Le taux par kilomètre parcouru est déterminé dans l’annexe B de la Directive sur les voyages du Conseil national mixte disponible à l’adresse suivante :

<http://www.njc-cnm.gc.ca/directive/index.php?lang=fra&merge=2&sid=97>

Note importante concernant le taux par kilomètre pour un parcours de longue distance:

Dans le cas où l’utilisation d’un véhicule personnel a été autorisée pour une **longue distance de plus de 100 kilomètres aller-retour**, il y a une pondération du nombre de kilomètres remboursables, de la manière suivante :

Les 100 premiers kilomètres sont remboursables à 100% du taux en vigueur

Les kilomètres additionnels sont remboursables à 50% du taux en vigueur

Exemple, pour un parcours de 300 kilomètres : (100 km x 100%) + (200 km x 50%) = 200 km x taux régulier.

Cette distinction est établie dans le but de permettre l’utilisation d’un véhicule personnel lorsque c’est la meilleure option tout en gardant les coûts à un niveau raisonnable. Le choix du

mode de transport par le Producteur doit être déterminé en tenant compte du coût, de la durée, de la commodité, de la sécurité et de l'accessibilité. **Un véhicule de location devrait être privilégié autant que possible pour les longues distances.**

Letters of agreement

Letter No. 1 (clause 11.17)

Editing time evaluation grid (Documentary)

This tool must only be used to evaluate the basic time necessary for editing, without prejudice to its possible final duration.

Editing activity	Basic time necessary
1. Screening and logging filming material	
2. Screening and approval by the Producer of an initial assembly	
3. Screening and approval by the Producer of an initial image montage	
4. Screening and approval by the Producer of a second image montage	
5. Screening and approval by the Producer of a third image montage	
6. Screening and approval by the Producer of the final image montage	
7. Prepare an exhaustive list of the stock shots and/or photographs used in the final cut	
8. Selection of stock shots of the original filming material for the NFB stock shots section	
9. Based on the final cut, edit the different versions intended for various television networks (Note: This work is not part of the initial editing time attributed for the original version of the film)	
10. Other request / Specific requests:	

Letter No. 2 (clause 11.25) Guide to assessing the Script-Clerk's needs in the preproduction phase

To clarify the time required to perform the script-clerk's work in the preproduction phase, we have prepared a detailed list for each type of task. The time indicated is a basic minimum that varies depending on the complexity of the screenplays and the number of scenes.

Timing	FEATURE FILM:	16 hours or more
	MEDIUM-LENGTH FILM:	12 hours or more
	ONE-HOUR EPISODE (SERIES):	8 hours
	HALF-HOUR EPISODE (SERIES):	4 hours
Analysis of screenplays	FEATURE FILM:	24 hours
	MEDIUM-LENGTH FILM:	16 hours
	ONE-HOUR EPISODE (SERIES):	8 hours
	HALF-HOUR EPISODE (SERIES):	4 hours
Chronology of screenplays	FEATURE FILM:	8 hours
	MEDIUM-LENGTH FILM:	6 hours
	ONE-HOUR EPISODE (SERIES):	4 hours
	HALF-HOUR EPISODE (SERIES):	2 hours
Chronologies of characters	FEATURE FILM:	12 hours
	MEDIUM-LENGTH FILM:	12 hours
	ONE-HOUR EPISODE (SERIES):	8 hours
	HALF-HOUR EPISODE (SERIES):	4 hours
Preparation of continuity notes	FEATURE FILM:	24 hours
	MEDIUM-LENGTH FILM:	16 hours

ONE-HOUR EPISODE (SERIES): **8 hours**

HALF-HOUR EPISODE
(SERIES): **4 hours**

We hope that these clarifications will facilitate on both sides the negotiation of the preparation time required.

Letter No. 3 (Animation Sector)

LETTER OF UNDERSTANDING

concluded _____

BETWEEN: **The Alliance québécoise des techniciens de l'image et du son**
(hereinafter called "AQTIS")

and: **The National Film Board of Canada**
(hereinafter called the "NFB")

WHEREAS the parties have agreed upon the contents of this Scale Agreement;

WHEREAS the parties have sought to determine more specifically but not exclusively the working conditions of Technicians working in the Documentary sector;

WHEREAS the NFB also produces works in the Animation sector;

GIVEN the highly specialized work often demanded by the nature of the Animation sector;

WHEREAS this type of work requires work schedules and working conditions that are often unique to each production.

The parties hereby agree to the following:

This collective agreement will not be applied in respect of positions in hairdressing, costumes, make-up and sets for works in the Animation sector produced entirely by their director.

Moreover, any work performed by a freelance Technician in the Animation sector that clearly meets the purpose and scope of this Scale Agreement and his recognition will be covered according to the procedures in the aforesaid Agreement.

Failing this, a specific agreement for each Animation production may be signed.

This agreement has been concluded without any admission whatsoever by the NFB and AQTIS and AQTIS and does not set a precedent.

Signature of the parties:

In witness whereof, the parties to this agreement have signed in Montréal on this:

For the NFB:

For AQTIS:

Dominique Aubry
Directrice Relations d'affaires et Services
juridiques

Charles Paradis
Directeur des relations de travail

Letter No. 4 (Wages and Allowances Management)

Wages and Allowances Management

WHEREAS changes have been made to certain working conditions under the current agreement.

WHEREAS AQTIS is currently developing administrative computerized forms.

WHEREAS AQTIS will not maintain the NFB's current system (GFR).

WHEREAS AQTIS is committed to developing a system applicable to its agreement with the NFB that will replace the current GFR.

The Parties agree to the following:

1. Until the implementation of a new, computerized system, the NFB will send AQTIS the timesheets of technicians hired within the framework of the current agreement.
2. Upon reception of such information and within five working days, AQTIS will provide the NFB with the following information:
 - wages to be paid to the technicians as well as all allowances and other amounts due to AQTIS.
3. AQTIS commits to maintaining this procedure until the implementation of a system satisfactory both to the NFB and AQTIS.

In Witness whereof the Parties have signed on _____ 2015 in _____

For the NFB:

Dominique Aubry
Directrice Relations d'affaires et Services
juridiques

For AQTIS:

Charles Paradis
Directeur des relations de travail