

COLLECTIVE AGREEMENT COMMERCIAL ADVERTISEMENTS

Between



ASSOCIATION QUÉBÉCOISE DES PRODUCTEURS DE
FILMS PUBLICITAIRES

and



ALLIANCE QUÉBÉCOISE
DES TECHNICIENS DE L'IMAGE ET DU SON

MAY 1, 2015 to MAY 1, 2020

Chapter 1 – Interpretation and Definitions	16
Preamble.....	16
Definitions:.....	16
1.01 COMMERCIAL ADVERTISEMENT.....	16
1.02 PRE CALL:	17
1.03 GENERAL CALL:	17
1.04 AQFPF:.....	17
1.05 AQTIS:	17
1.06 WRAP CALL:	17
1.07 WORK SCHEDULE:.....	17
1.08 SPECIALIZED DRIVER.....	17
1.09 COMBINED:.....	18
1.10 EMPLOYMENT CONTRACT:.....	18
1.11 CALL:	18
1.12 CREW DELEGATE:.....	18
1.13 PERMANENT EMPLOYEE:.....	18
1.14 AQTIS CREW:	18
1.15 SERVICE SHEET:.....	18
1.16 TIME SHEET:.....	18
1.17 FORCE MAJEURE:.....	18
1.18 FLAT RATE:.....	19
1.19 APPLICABLE DAILY RATE (ADR):.....	19
1.20 BASIC DAILY RATE (BDR):.....	19
1.21 REMITTANCE FORM:.....	19
1.22 GUARANTEED WORKDAY:	19
1.23 RATE INCREASE:.....	19
1.24 SERVICE PROVIDER:	19
1.25 AQTIS MEMBER:	19
1.26 PARTY:.....	19
1.27 MEAL PENALTY:	20
1.28 PERMITTEE:.....	20

1.29	Work permit:	20
1.30	INSERT:	20
1.31	SET:	20
1.32	PREMIUM:	20
1.33	PRODUCER:.....	20
1.34	PRODUCTION:.....	20
1.35	SERVICE PRODUCTION:.....	21
1.36	REMITTANCE:.....	21
1.37	GROSS REMUNERATION:.....	21
1.38	MEALS:.....	21
1.39	AQFPF REPRESENTATIVE:	21
1.40	AQTIS REPRESENTATIVE:	21
1.41	REPRESENTATIVE OF THE PRODUCER:	21
1.42	FIRST-AID ATTENDANT:	21
1.43	STUDIO:.....	21
1.44	APPLICABLE HOURLY RATE (AHR):.....	21
1.45	BASIC HOURLY RATE (BHR):.....	22
1.46	TECHNICIAN:.....	22
1.47	TRAVEL TIME – WORK (TTW):	22
1.48	TRAVEL TIME – COMMUTING (TTC):	22
1.49	RECORDING:	22
Chapter 2 – Purpose and Scope		22
2.01	AQTIS jurisdiction	22
2.02	.....	23
2.03	.....	23
Scope	.....	23
2.04	.....	23
2.05	.....	24
2.06	.....	24
2.08	.....	24
2.09	.....	24

2.10.....	24
Chapter 3 – Recognition and Union Rights	24
3.01.....	24
3.02.....	25
3.03.....	25
3.04.....	25
3.05.....	25
3.06.....	25
3.07.....	25
3.08.....	26
Service provider	26
3.09.....	26
Commission des relations de travail	26
3.10.....	26
Union security	26
3.11.....	26
3.12.....	27
3.13.....	27
General meeting	27
3.14.....	27
Crew delegate	27
3.15.....	27
3.16.....	28
3.17.....	28
AQTIS representative	28
3.18.....	28
3.19.....	28
Chapter 4 – Rights and Obligations of Producer	28
4.01.....	28
4.02.....	28
4.03.....	29
Insurance	29

4.04.....	29
4.05.....	29
4.06.....	29
Information	30
4.07.....	30
4.08.....	30
Chapter 5 – Hiring System for AQTIS Workers	30
5.01.....	30
5.02.....	31
5.03.....	31
5.04.....	31
5.05.....	31
5.06.....	31
Technician not registered with AQTIS.....	31
5.07.....	32
Failure to use SET	32
5.08.....	32
Guest artist technician	32
5.09.....	32
Chapter 6 – Conditions and Procedures for Dues, Contributions and Remittances	33
Proportional union dues	33
6.01.....	33
Work permit.....	33
6.02.....	33
AQTIS group insurance.....	33
Technician contribution to AQTIS group insurance.....	33
6.03.....	33
Producer contribution to AQTIS group insurance	33
6.05.....	33
AQTIS retirement savings plan.....	34
Technician contribution to the RSP	34
6.06.....	34
Producer contribution to the RSP.....	34

6.07.....	34
6.08.....	34
Remittance procedure	34
6.09.....	34
6.10.....	35
6.11.....	35
Delays.....	35
6.12.....	35
6.13.....	35
6.14.....	35
Chapter 7 – Hiring Conditions and Employment Contract	35
Hiring.....	35
7.01.....	36
7.02.....	36
7.03.....	36
Employment contract	36
7.04.....	36
7.05.....	36
7.06.....	36
7.07.....	36
7.08.....	37
7.09.....	37
7.10.....	37
7.11.....	37
7.12.....	37
7.13.....	37
Approval of the producer to increase the BHR.....	37
7.14.....	38
7.16.....	38
7.17.....	38
Chapter 8 – Remuneration Period and Sheet, Time Sheet	38
Remuneration period.....	38

8.01.....	39
8.02.....	39
8.03.....	39
Remuneration sheet	39
8.04.....	39
Time sheet:	40
8.05.....	40
8.06.....	40
8.07.....	40
8.08.....	40
8.09.....	40
8.10.....	40
Chapter 9 – Modalities of the Employment Contract.....	41
Termination of employment contract	41
9.01.....	41
Postponement of Workday.....	41
9.02.....	41
9.03.....	41
9.04.....	41
Cancellation of a day.....	41
9.05.....	41
Force majeure	42
9.06.....	42
Dismissal	42
9.07.....	42
Justified absence.....	42
9.08.....	42
9.09.....	42
9.10.....	43
Replacement	43
9.11.....	43
Chapter 10 – Health and Safety	43

10.01.....	43
10.02.....	43
10.03.....	43
10.04.....	43
10.05.....	44
10.06.....	44
10.07.....	44
Chapter 11 – Professional Clauses and Combined	44
Producer – general.....	44
Material and equipment.....	44
11.01.....	44
Technician – general	44
Equipment and premises.....	44
11.02.....	44
11.03.....	45
11.04.....	45
Money, personal credit card and petty cash	45
11.05.....	45
11.06.....	45
Sound and visual recording.....	45
11.07.....	45
Driver’s licence and certificates of competency	46
11.08.....	46
Third-party liability insurance	46
11.09.....	46
CSST	46
11.10.....	46
Ethical code for commercial advertisements	46
11.11.....	46
Craft person	46
11.12.....	46
Driver and specialized driver	46
11.13.....	47

11.14.....	47
11.15.....	47
11.16.....	47
11.17.....	48
11.18.....	48
Location manager	48
11.19.....	48
Make-up artist and hairdresser	48
11.20.....	48
11.21.....	49
Editor	49
11.22.....	49
11.23.....	49
Generator operator	49
11.24.....	49
Script supervisor	49
11.25.....	49
11.26.....	50
Overall combined	50
11.27.....	50
Chapter 12 – Renting Equipment and Specialized and Technological Tools	50
Renting specialized equipment, tools.....	50
12.01.....	50
12.02.....	50
Chapter 13 – Work Schedule	50
General provisions	50
13.01.....	50
13.02.....	50
13.03.....	51
13.04.....	51
13.05.....	51
Disciplinary notice for tardiness	51

13.06.....	51
Document used to call the crew	51
13.07.....	52
Hourly remuneration	52
MGH-8	52
13.08.....	52
Daily rate	52
13.09.....	52
13.10.....	52
13.11.....	52
13.12.....	52
Pre call	53
13.13.....	53
Night premium.....	53
13.14.....	53
Additional days (6 th , 7 th and subsequent)	53
13.15.....	53
13.16.....	53
13.17.....	54
Additional days (6 th , 7 th and subsequent) abroad.....	54
13.18.....	54
Rest period.....	54
13.19.....	54
13.20.....	54
Special schedule.....	54
13.21.....	54
13.22.....	55
13.23.....	55
13.24.....	55
Simple advertising message.....	55
13.25.....	55
13.26.....	56
13.27.....	56
	10

13.28.....	56
13.29.....	56
French set	56
13.30.....	56
13.31.....	56
13.32.....	56
13.33.....	57
13.34.....	57
Chapter 14 – Meal Schedules and Grace Period	57
General provisions	57
14.01.....	57
14.02.....	57
14.03.....	57
14.04.....	58
14.05.....	58
14.06.....	58
14.07.....	58
14.08.....	58
14.09.....	58
14.10.....	59
14.11.....	59
14.12.....	59
Off-set work	59
14.13.....	59
3-5 meal schedule	59
14.14.....	60
2 nd and subsequent meals, 3-5 meal schedule	60
14.15.....	60
3-6 meal schedule	60
14.16.....	60
14.17.....	60
14.18.....	60

2 nd and subsequent meals, 3-6 meal schedule	60
14.19.....	60
Substantial snack after the general call	61
14.20.....	61
14.21.....	61
14.22.....	61
Meal penalties	61
14.23.....	61
Grace period	61
14.24.....	61
Wrap grace period	62
14.25.....	62
Chapter 15 – Urban Zone – Transportation	62
15.01.....	62
15.02.....	62
Commuting Travel Time.....	62
15.03.....	62
15.04.....	63
15.05.....	63
15.06.....	63
15.07.....	63
15.08.....	63
Mileage expenses	63
15.09.....	63
Vehicle allowance	64
15.10.....	64
Work travel	64
15.11.....	64
Chapter 16 – Holidays	64
16.01.....	64
16.02.....	65
16.03.....	65
Additional holidays	65

16.04.....	65
16.05.....	65
Terms of payment.....	65
16.06.....	66
Chapter 17 – Per Diem and Accommodations	66
17.01.....	66
17.02.....	66
17.03.....	66
17.04.....	66
17.05.....	67
17.06.....	67
Per diem outside of Quebec	67
17.07.....	67
17.08.....	67
Accommodations	67
17.09.....	67
Chapter 18 – Security Deposit	67
18.01.....	67
18.02.....	68
18.03.....	68
18.04.....	68
18.05.....	68
18.06.....	69
Chapter 19 – Notices.....	69
19.01.....	69
19.02.....	69
19.03.....	69
19.04.....	69
Chapter 20 – Minimum Remuneration Grid	70
Chapter 21 – Small and Medium Productions	76
21.01.....	76
21.02.....	76

22.03.....	76
21.04.....	76
21.05.....	76
21.06.....	76
21.07.....	77
21.08.....	77
21.09.....	77
21.10.....	77
21.11.....	77
21.12.....	77
Chapter 22 - Professional Relations Committee, Grievance and Arbitration Procedure	77
Statement of principle.....	77
22.01.....	77
Professional relations committee.....	77
22.02.....	77
22.03.....	77
22.04.....	78
22.05.....	78
Managing grievances	78
General admission	78
22.06.....	78
Grievance procedure	78
22.07.....	78
22.08.....	79
22.09.....	79
22.10.....	79
22.11.....	79
Arbitration procedure	79
22.12.....	79
22.13.....	80
22.14.....	80
22.15.....	80

22.16.....	81
22.17.....	81
22.18.....	81
22.19.....	81
22.20.....	81
22.21.....	81
22.22.....	81
22.23.....	81
22.24.....	81
22.25.....	82
22.26.....	82
22.27.....	82
Chapter 23 – Coming into Effect and Duration of the Collective Agreement, Remuneration Increases	82
Coming into effect	82
23.01.....	82
23.02.....	82
23.03.....	82
Increase in minimum remuneration grid	82
23.04.....	83
Resumption of negotiations.....	83
23.05.....	83
23.06.....	83
23.07.....	83
Final provision.....	83
23.08.....	83
23.09.....	83
Appendices.....	85
Annexe A : Contrat d’engagement.....	85
Annexe B : Feuille de temps.....	86
Annexe C : Permis de travail	87
Annexe D : Formulaire de remise	88
Annexe E : Formulaire de frais de kilométrage.....	89

Annexe F : Lettre d’entente monteur	90
Annexe G : Safety Rules for the Quebec Film and Video Industry Guideline Number 1	91
Appendix H: Letter of Understanding Regarding the Producer’s Contribution to Safety Equipment	95
Annexe I: Lettre d’entente code d’éthique	96
Annexe J: Lettre d’entente concernant les secouristes.....	97
APPENDIX K: LETTER OF UNDERSTANDING PURSUANT TO THE OCTOBER 9, 2015 RECOMMENDATIONS OF THE LABOUR RELATIONS COMMITTEE	98

Chapter 1 – Interpretation and Definitions

Preamble

The masculine is used in this collective agreement for purposes of convenience only, and may be interpreted to include the feminine.

The sub-titles appearing in each chapter are for information purposes only, and may not be construed as encompassing all of the clauses associated with the title indicated.

The appendices are an integral part of this collective agreement.

For purposes of this collective agreement, the following expressions have the meaning given to them below.

Definitions:

1.01 COMMERCIAL ADVERTISEMENT

A commercial advertisement is an audiovisual recording in which products, services, trademarks or sponsors are suggested, qualified or described, and which is produced with the intent to promote the sale, rental or use of one or more products or services offered by the advertiser.

The commercial advertisement is broadcast in advertising time and/or placed on-line in advertising space purchased by the advertiser or the advertiser’s agency, on one or other of the following platforms:

- Broadcast during advertising time (as defined by the CRTC and with a “Telecaster” approval number) on general-interest television and/or speciality channels (including “video-on-demand”);
- Broadcast in advertising time on a closed-circuit network (purchase of broadcasting time by the advertiser or the advertiser’s agency), such as movie theatres, electronic bulletin boards, public transportation, any other public or private location where potential consumers gather; or

- Placed on-line for advertising purposes, in a standard advertising space as defined by the Interactive Advertising Bureau of Canada (IAB), offered for sale by a media company and purchased by the advertiser. The IAB's current standard ad units are: leaderboard; skyscraper; big box (basic or expandable); floating ad, video ad (integrated or pre-roll); and mobile ad.

This definition does not include:

- Any content broadcast in “program” time.
- For purposes of this agreement, only audiovisual recordings that have been filmed will be considered to be commercial advertising. Advertising produced using exclusively 2D or 3D animation, still-images (photography) and/or computer graphics is therefore excluded.

1.02 PRE CALL:

Time made available to the producer prior to the general crew call by a technician who is part of the AQTIS crew and answers to the general crew call.

1.03 GENERAL CALL:

Time established by the Producer to begin the workday. The general call must always precede the “ready-to-shoot” time by at least thirty (30) minutes.

1.04 AQPFP:

Association québécoise des producteurs de films publicitaires.

1.05 AQTIS:

Alliance québécoise des techniciens de l'image et du son.

1.06 WRAP CALL:

Announcement of the end of the day's shooting.

1.07 WORK SCHEDULE:

Production schedule and general AQTIS crew work plan established by the producer.

1.08 SPECIALIZED DRIVER

The specialized driver is an individual who, at the request of the producer, drives a heavy vehicle as defined in the Government of Quebec's *Act respecting owners, operators and drivers of heavy vehicles* (Act 430).

1.09 COMBINED:

Guaranteed hours for work to be performed by the technician off the set after his workday.

1.10 EMPLOYMENT CONTRACT:

Written agreement consistent with the template found in Appendix A of this collective agreement, in paper or electronic format, through which the producer retains the services of a technician for a specific period and that specifies, among other things, the production, function, remuneration, duration and working conditions.

1.11 CALL:

Specific time and place, determined by the producer, or by the technician at the request of the producer, at which the technician begins his workday.

1.12 CREW DELEGATE:

Technician elected by the AQTIS team or mandated by AQTIS to act as spokesperson for the AQTIS crew.

1.13 PERMANENT EMPLOYEE:

Salaried employee whose services are not retained for purposes of a specific production, but rather in the context of an employment contract for an indeterminate period.

1.14 AQTIS CREW:

All the technicians, with the exception of permanent employees, employed for a production, by the producer, to fulfill all or part of the functions covered by this agreement.

1.15 SERVICE SHEET:

Daily paper or electronic document indicating the individual technician calls, summarizing the work plan and providing the list of relevant details for the workday.

1.16 TIME SHEET:

Paper or electronic document, consistent with Appendix B of this collective agreement, in which the technician confirms his actual hours worked for each full or partial week, in the spaces provided for that purpose. This document is used to calculate the technician's remuneration.

1.17 FORCE MAJEURE:

An unforeseeable event that is external to the individual and that prevents either of the parties from fulfilling an obligation.

1.18 FLAT RATE:

Remuneration on a daily basis for a full or half day of work.

1.19 APPLICABLE DAILY RATE (ADR):

The effective daily rate that includes the rate increases provided for in the collective agreement.

1.20 BASIC DAILY RATE (BDR):

Agreement negotiated between a producer and a technician establishing the technician's daily remuneration.

1.21 REMITTANCE FORM:

Paper or electronic document, consistent with Appendix D of this collective agreement, used by the producer to establish the breakdown of producer contributions and technician deductions for a given period, based on the remuneration of individual members of the AQTIS crew, and to be sent to AQTIS with payment of the amounts owing.

1.22 GUARANTEED WORKDAY:

A day for which the producer contracts the technician's services in advance and agrees to pay, whether or not the technician actually works that day.

1.23 RATE INCREASE:

Any increase in the basic hourly rate or basic daily rate that affects remuneration. Several rate increases may be added together for a period of time.

1.24 SERVICE PROVIDER:

A company that specializes in providing services or renting equipment for the production, but that is not in charge of the production.

1.25 AQTIS MEMBER:

Any person who is covered by this agreement and meets the requirements of AQTIS statutes and regulations.

1.26 PARTY:

Unless otherwise specified, refers to AQTIS on the one hand, and on the other hand, AQFPF or any producer who complies with the membership criteria established by AQTIS and AQFPF for purposes of using this collective agreement.

1.27 MEAL PENALTY:

Any increase that applies as compensation for work that must be performed during meal periods.

1.28 PERMITTEE:

Any technician who is not a regular AQTIS member or trainee who is hired by the producer and admitted by the head technician of the department involved, and for whom AQTIS issues a work permit, to perform a function covered by this collective agreement in a production covered by this collective agreement.

1.29 Work permit:

Paper or electronic document, consistent with Appendix C of this collective agreement, through which AQTIS allows a producer, subsequent to using SET, to retain the services of an AQTIS permittee technician to work on a specific production for a defined period.

1.30 INSERT:

Shot intended to obtain an insert or isolated shot, recorded with or without actors, with or without sound, using a crew of no more than ten (10) technicians.

1.31 SET:

Location or locations chosen by the producer where all or part of the recording of a commercial advertisement takes place.

1.32 PREMIUM:

A fixed additional amount paid to a technician who works under specific circumstances provided for in this collective agreement, or a fixed amount negotiated between the producer and the technician for an exceptional situation.

1.33 PRODUCER:

Any regular, trainee or guest member of AQFPF or participant in the AQTIS/AQFPF agreement.

Where permitted by the text, the term “producer” in this agreement also designates the producer’s representatives.

1.34 PRODUCTION:

All or some of the steps required to create an advertising film. There are normally three steps: pre-production; recording; and post-production as it relates to the editing process for which the producer is responsible.

1.35 SERVICE PRODUCTION:

Any production of a commercial advertisement for which a member of AQFPF is mandated by another production house that has its place of business outside of Quebec to record an advertisement in Quebec.

1.36 REMITTANCE:

Total of the contributions made by the producer on the technician's gross remuneration and the dues paid by the technician in each pay period. These are calculated using the remittance formula found in Appendix D of this collective agreement.

1.37 GROSS REMUNERATION:

All amounts owing to a technician pursuant to this agreement, before any deductions.

1.38 MEALS:

Food (including beverages) similar to a standard meal at that time of the day.

1.39 AQFPF REPRESENTATIVE:

Individual not involved in a dispute and duly mandated by AQFPF to act on its behalf in any matter covered by this collective agreement.

1.40 AQTIS REPRESENTATIVE:

Individual who is not part of the technical crew retained by a producer for a specific production, duly mandated by AQTIS to act on its behalf in any matter covered by this collective agreement.

1.41 REPRESENTATIVE OF THE PRODUCER:

Individual hired and duly mandated by the producer to act on the producer's behalf in any matter covered by this collective agreement. The line producer and the production manager are such representatives of the producer.

1.42 FIRST-AID ATTENDANT:

Individual with a valid first-aid certificate from an organization recognized by the CSST.

1.43 STUDIO:

Any empty space or enclosure that is not the set and/or where the set and/or elements used for optical or special effects will be constructed.

1.44 APPLICABLE HOURLY RATE (AHR):

The effective hourly rate that includes the rate increases provided for in this collective agreement. The applicable hourly rate may never exceed three (3) times the BHR.

1.45 BASIC HOURLY RATE (BHR):

Negotiated hourly rate set out in the employment contract for a given function.

1.46 TECHNICIAN:

Any individual who occupies a function covered by this collective agreement, including individuals offering their services through a corporation whose services are retained by the producer.

1.47 TRAVEL TIME – WORK (TTW):

The period of time during which, at the request of the producer, the technician drives a production vehicle, including personal vehicles used for purposes of the production, in the context of his workday, whether the TTW takes place inside or outside the urban zone, as defined in clause **15.02** of this agreement.

1.48 TRAVEL TIME – COMMUTING (TTC):

Time required by the technician to travel to the call location and to return at the end of the workday, or outside the workday when the call location is outside the urban area, as defined in clause **15.02** of this agreement.

1.49 RECORDING:

The act of recording a cinematographic audiovisual work intended for use in a commercial advertisement.

Chapter 2 – Purpose and Scope

2.01 AQTIS jurisdiction

AQTIS is recognized in the following two categories under the Act respecting the professional status and conditions of engagement of performing, recording and film artists (R.S.Q. c. S-32.1) (hereinafter the Act):

Commercial advertisement on “Film”:

Recognition for all technicians whose services are retained for purposes of producing commercial advertisements on film, pursuant to a decision rendered by the **Commission de la reconnaissance des associations d’artistes et des associations de producteurs (hereinafter the Commission)** dated July 7, 1989 (D.T. 3-88), and amended through subsequent decisions.

Commercial advertisement using other formats:

Recognition for all technicians whose services are retained for purposes of producing commercial advertisements in video or digital format, pursuant to a decision rendered by the **Commission de la reconnaissance des associations d’artistes et des associations de**

producteurs (hereinafter the Commission) dated July 12, 1993 (R-28-92), and amended through subsequent decisions.

AQFPF:

APPFP is a non-recognized association of producers that record advertising commercials, which is specifically mandated by its members to negotiate this collective agreement with AQTIS.

2.02

Collective agreement:

This collective agreement is intended to establish the minimum working conditions that shall apply to technicians covered by AQTIS' two categories of recognition and whose services are retained for purposes of recording a commercial advertisement on film or in video or digital format.

This collective agreement also encompasses a grievance arbitration process that is adapted to the specificities of the field of commercial advertisement recording and promotes a rapid and respectful resolution of disagreements between the parties.

2.03

In the event that either of the AQTIS categories of recognition is altered through a decision of the Commission des relations de travail or through a legislative amendment, and this alteration serves to add one or more new functions involved in the recording of commercial advertisements, the parties agree to negotiate the terms and conditions applying to those new functions when this collective agreement is renegotiated.

Failing agreement between the parties as to the minimal conditions applicable to the new functions, those provisions will be submitted for arbitration.

The parties agree that the producer and the technician shall negotiate the conditions for retaining the services of the technician between themselves until such time as an agreement is reached on the minimum working conditions for the new functions. However, the producer and the technician shall sign an employment contract that is in compliance with this collective agreement and that sets out the conditions to which they have agreed. The producer shall apply the provisions related to union dues and the producer's contributions provided for in Chapter 6 of this collective agreement.

Scope

2.04

This agreement applies to technicians, including those providing their services through a corporation, whose services are retained by the producer for purposes of recording a commercial advertisement in any format covered by the AQTIS categories of recognition, regardless of the broadcasting platform.

2.05

This agreement is binding on all producers, as that term is defined in clause **1.33**.

2.06

This collective agreement also applies to all technicians covered by either of the AQTIS categories of recognition whose services have been retained by a producer for the production of a commercial advertisement recorded in whole or in part outside of Quebec.

2.07

The technician's basic hourly or daily rate, as the case may be, shall be negotiated between the technician and the producer.

The hourly or negotiated flat rate for a function may not be lower than the minimum rates set out in Chapter **20** of this agreement or provided for in clause **3.02**, as the case may be.

2.08

Notwithstanding the list of functions covered by this agreement, in the event that a producer requests that a technician perform another function for which AQTIS has been recognized, said function will be deemed to be covered by this collective agreement for purposes of that production.

2.09

When technological changes or new methods for producing commercial advertisements lead to the change in or replacement of a function covered by this collective agreement, the parties shall agree, if required, to an adaptation of the minimum employment conditions and rates for the function in question at the time of renewal.

Failing agreement between the parties as to the minimal conditions and rates applicable to the function in question, those provisions will be submitted for arbitration.

2.10

This agreement does not apply to permanent employees of the producer.

Chapter 3 – Recognition and Union Rights

3.01

AQPFP and its regular members, guest members, trainees or participants recognize AQTIS as the sole bargaining agent and representative of all technicians working in any of the functions listed in Chapter **20** or pursuant to clause **3.02**, as the case may be.

3.02

When a producer hires a technician whose function is recognized under the Act but not mentioned in Chapter **20** of this agreement, the producer agrees to sign an employment contract that is in compliance with this collective agreement and that respects the lowest minimum remuneration grid of the AQTIS/AQPM film agreement.

All other provisions of this collective agreement shall apply to this technician.

The signing of such a contract does not constitute de facto recognition of that function.

3.03

AQTIS and its members recognize AQFPF as the sole bargaining agent and representative of its regular, trainee or permittee producer members. AQFPF represents and guarantees that it has the mandate of its general meeting for purposes of concluding and applying this collective agreement.

3.04

AQFPF and AQTIS recognize the principle that a single collective agreement shall apply to their members for all productions falling within the scope described in Chapter **2** of this collective agreement, regardless of where they are recorded.

3.05

For productions recorded outside the province of Quebec, the collective agreement applies to technicians hired in Quebec.

Where appropriate, the applicable provisions with regard to holidays and the sixth and seventh day of work may be amended through a written exemption entered into by the producer and AQTIS prior to the departure of any technician from the AQTIS crew.

3.06

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

3.07

Under no circumstances shall a producer and a technician modify the function titles set out herein.

Any technician whose services are retained for purposes of one or other of the functions mentioned in Chapter **20** or pursuant to clause **3.02**, as the case may be, shall sign an employment contract with the producer.

3.08

AQTIS may negotiate exemptions to the collective agreement with any producer.

These exemptions will only apply to the specific production(s) and will not constitute a precedent.

Service provider

3.09

In the context of any production covered by this collective agreement for which the producer uses a service provider, the permanent staff of that service provider may provide services for the production, including on location, but only when directly related to the goods and services furnished by the service provider, such as the supervision and use of, or technical support for, rented materials or equipment or for the installation of material specifically ordered from that service provider.

If the service provider retains the services of a freelance technician to work on the set in one of the functions covered by this collective agreement, the producer will make best efforts to have the service provider sign an employment contract that is in compliance with this collective agreement.

Commission des relations de travail

3.10

In the event that the **Commission des relations de travail (CRT)** or a legislative amendment adds artist or other functions to the bargaining areas for which AQTIS holds recognition, AQTIS and AQPFP will agree on a minimum rate for each new function.

Should no agreement be reached, the matter will be submitted to arbitration as per the procedure set out in this collective agreement.

Union security

3.11

A technician may not be refused employment or discharged, or be subjected to prejudice, hostility or bias by reason of that technician's active participation in AQTIS union life or his activities within AQTIS in his capacity as a member or officer.

The producer may in no way attempt to discourage the exercise, real or anticipated, by a technician of a right flowing from this collective agreement or any legislation.

In the event of a dispute, the burden of proof rests with the producer.

In the event of arbitration, if it is established to the satisfaction of the arbitrator that the technician actively participates in AQTIS union life as a member, representative or officer, there is a presumption in the technician's favour that the action was taken against him because of that participation, and it is incumbent on the producer to prove that the action was taken with just and sufficient cause.

3.12

The producer agrees to not apply any direct or indirect pressure on a technician to dissociate from an AQTIS action or right recognized herein, or to renounce a right recognized herein.

The parties recognize that producers and technicians are equally entitled to the recognition and exercise of human rights and freedoms, without distinction, exclusion or preference based on race, colour, sex, pregnancy, sexual orientation, civil status, age, religion, political convictions, language, ethnic or national origin, social condition, disability or use of a means to compensate for a disability, subject to distinction or preference based on the aptitudes or skills required for the work.

3.13

At the request of the technician, a representative of AQTIS or the crew delegate is entitled to be present at all times during meetings between the technician and the producer or the producer's representative with regard to disciplinary warnings, dismissal or any other subjects related to the application of this agreement.

General meeting

3.14

The parties acknowledge the importance of technicians actively participating in union life.

As such, in order to promote the participation of as many members as possible in the AQTIS annual general meeting, it is agreed that no technician shall be asked to work during the five (5) hours scheduled for holding the annual general meeting. AQTIS shall advise AQPFP at least thirty (30) days before the date of its meeting.

AQTIS also recognizes that certain circumstances, such as the availability of key participants or a location, weather conditions or delivery times, may prevent a producer from respecting this clause. The producer shall inform AQTIS as soon as possible of the reason that recording must take place on that date.

Crew delegate

3.15

The producer recognizes as representative(s) the crew delegate(s) elected by the AQTIS crew or appointed by AQTIS. The crew delegate informs the producer and AQTIS of the selection once it has been made.

However, if the AQTIS crew wishes to have more than one crew delegate, it must receive the approval of AQTIS.

3.16

The crew delegate may not approve any exemptions to the agreement, and shall refer to AQTIS any issues concerning the application or interpretation of the collective agreement.

3.17

With the approval of the AQTIS representative, the crew delegate may meet with the producer and consult members of the AQTIS crew, by ballot vote or other means, during meal periods.

AQTIS representative

3.18

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

3.19

Without hindering the production, one or more AQTIS representatives may visit the work site and meet with the AQTIS crew.

The AQTIS representative(s) will advise the production manager upon arriving on set.

Chapter 4 – Rights and Obligations of Producer

4.01

Subject to the provisions of this collective agreement, AQTIS recognizes the producer's right to manage and administer his company and to exercise for that purpose all the management functions in the conduct of his business. AQTIS recognizes that these rights of management and administration belong exclusively to the producer and his representatives.

These management rights include, but are not limited to, the right and authority to: choose and hire technicians; exercise any appropriate discipline, including dismissal with cause; establish and modify work schedules; assign tasks; and determine and decide on production programs, filming or recording locations, the suppliers with whom he will do business and the equipment he will use.

4.02

This collective agreement does not shield the administrators of a legally constituted production company from the shared liability they may incur towards technicians for payment of any

amount of money owing pursuant to the application of article 96 of the *Companies Act* (R.S.Q. c. C-38) or of section 119 of the *Canada Business Corporations Act* (R.S.C. 1985, c. C-44).

In such case, the grievance and arbitration procedures provided for herein shall not apply, and the technician, or AQTIS on his behalf, reserves all right to legal recourse.

4.03

The technician, unless providing his services through a corporation, is deemed to be an employee when his services are retained by a producer pursuant to this agreement. In such case, the producer shall make all the deductions at source (DAS) and other contributions provided for in the laws and regulations applicable to the gross remuneration of the technician in his capacity as employee.

Notwithstanding the foregoing, a technician may qualify for a different tax status, such as self-employed worker, if he makes the request to the producer. In that event, the producer may ask the technician to prove that he already holds such status with federal and provincial tax authorities. The producer is then not required to make deductions at source or other contributions provided for in the laws and regulations applicable to employees.

In all cases, the producer shall make contributions to the CSST, unless the technician provides his services through a corporation, in which case subclause **11.10** of this agreement applies.

Insurance

4.04

The producer shall ensure that all technicians are covered by the producer's general liability insurance. The producer agrees to provide, upon request from AQTIS, proof of a general liability insurance policy covering all technicians.

4.05

When the work is performed outside of the province of Quebec, the producer shall ensure that all technicians are covered by travel insurance for risks not covered by the CSST. Failing that, the producer contracts, at the producer's expense, travel insurance in the name of the technician for the duration of the trip.

4.06

If a technician is assigned to work in a combat zone or accepts a dangerous work assignment, the technician shall be protected by an individual accident insurance policy for the duration of the assignment, with disability, death and (or) dismemberment clauses totalling one million dollars (\$1,000,000), and with beneficiary designated by the technician. This policy shall be paid by the producer, and a copy shall be presented by the producer to the AQTIS offices one (1) week before production begins.

“Combat zone” is understood to mean any region or locality where there is armed conflict or hostilities or where a state of emergency has been declared by the government. Any travel, work or flyover in a combat zone is deemed to be dangerous.

Information

4.07

The producer shall advise AQTIS of any new production that he is confirmed to have been awarded as soon as the technician employment process has begun. It is nevertheless up to each technician to confirm to AQTIS that his services have been retained.

4.08

The producer shall send AQTIS the following information for recording projects:

- No less than three (3) days before work begins:
 - The name of the production;
 - The name of the producer’s responsible representatives.
- No later than one (1) day before the first day of recording:
 - The recording location(s).
- No later than the first day of recording:
 - A list of crews composed of AQTIS members, including permittees, hired for the production.

If circumstances prevent him from providing all of this information within the prescribed time, the producer shall inform AQTIS of any additions or changes as they are confirmed.

Chapter 5 – Hiring System for AQTIS Workers

5.01

Producers first address their needs for AQTIS technicians by hiring exclusively AQTIS members. Producers who are unable to fill their crews directly with members agree to use the ***Systeme d’embauche des techniciens AQTIS (SET – technician hiring service)*** to fill vacant functions as per the procedures set out in clauses **5.02** to **5.08**, or pursuant to clause **5.09**.

Unless they have reasonable grounds that are accepted by AQTIS, producers hire technicians who meet the SET procedure, following the steps described in clauses **5.02** to **5.08** or pursuant to clause **5.09**.

5.02

Offer of employment: The producer shall prepare a detailed offer of employment using the offer of employment form available on the AQTIS website, for every function that has not been filled through the direct hiring of AQTIS members.

5.03

Step 1:

Recognized members: AQTIS sends a notice to members recognized in the function being sought by the producer. Interested members contact the producer directly with their information and copy AQTIS at the same time.

If the producer does not receive any responses, or does not accept any candidates, Step 2.

5.04

Step 2:

Non-recognized members: A notice is sent to members who are not recognized in the function, but have registered in order to receive offers for that function. Interested members contact the producer directly with their information, and copy AQTIS at the same time.

If the producer does not receive any responses, or does not accept any candidates, Step 3.

5.05

Step 3:

Permittees: A notice is sent to all permittees registered with AQTIS. Interested permittees contact the producer directly with their information, and copy AQTIS at the same time.

5.06

If a producer hires a permittee after following the SET procedure, and AQTIS recognizes the particular circumstances that exist, AQTIS will authorize hiring of the permittee.

- A. If the producer does not provide reasonable grounds for refusing to hire a technician member when one or more are available, the producer shall pay as compensation to AQTIS the equivalent of the remuneration of this permittee. The burden of proof rests with the producer.
- B. However, if the producer informs AQTIS of his reasons for refusing to hire technician members and AQTIS recognizes the particular circumstances that exist, AQTIS will authorize the hiring of a permittee technician.

Technician not registered with AQTIS

5.07

If, after using SET, a producer is unable to fill the desired functions with members or permittees, AQTIS will authorize the producer to register a new technician as permittee.

The producer shall submit to AQTIS the work permit application provided in Appendix C of this agreement.

AQTIS accepts or refuses (with justification) no later than by the end of the business day following receipt of the application.

Failure to use SET

5.08

A producer who does not use SET prior to hiring a permittee shall pay a penalty for failure to respect SET of \$75.00 per permittee hired. However, in any situation where the producer was not able to respect the deadlines prescribed by AQTIS but obtained validation from the department head for the decision on the desired function, the aforementioned penalty and any related penalties will be waived.

In all other cases, the producer shall advise AQTIS within four (4) business hours following hiring of a permittee without the use of SET in order to normalize the situation and obtain a work permit if the situation is deemed exceptional and accepted by AQTIS. The permit may not be refused by AQTIS without reasonable grounds.

If the producer does not respect the preceding subclauses, the producer will pay AQTIS the penalty for failure to use SET.

Guest artist technician

5.09

A technician who is not a member of AQTIS and whose services are retained to occupy an "artist" function (i.e., a function preceded by "A" in the remuneration grid presented in Chapter **20** of this agreement) as a guest and whose participation is required by the advertising message agency, client or principal spokesperson, is not subject to the SET procedure described in clauses **5.01** to **5.08**.

Prior to hiring the "Guest Artist", the producer shall submit to AQTIS the permit application provided in Appendix C, with an explanation of the reasons for hiring this technician.

The "guest artist" technician is considered a permittee. If he does not intend to become a member of AQTIS, however, he is exempted from making contributions to the insurance plan and the RRSP.

However, for the employer insurance and RRSP contribution, the producer pays AQTIS the amount corresponding to the guaranteed minimum of eight (8) hours per day for the

guaranteed days in the employment contract, calculated based on the minimum stipulated herein for the function in question.

Chapter 6 – Conditions and Procedures for Dues, Contributions and Remittances

Proportional union dues

6.01

The producer agrees to collect for AQTIS, without charge, the proportional dues determined by and payable to AQTIS out of the technician's gross remuneration (excepting allowances).

At signature of this agreement, the dues are fixed at three percent (3%).

Work permit

6.02

The producer agrees to collect for AQTIS, without charge, the work permit fee determined by and payable to AQTIS out of the technician's gross remuneration.

At signature of this agreement, the work permit fee is fixed at five point five percent (5.5%).

AQTIS group insurance

Technician contribution to AQTIS group insurance

6.03

The producer agrees to collect for AQTIS, without charge, the contribution to AQTIS group insurance of two point five percent (2.5%) determined by and payable to AQTIS out of the technician's gross remuneration.

Producer contribution to AQTIS group insurance

6.04

The producer shall send to AQTIS, along with all other remittances, the amount equivalent to four percent (4%) of the technician's gross remuneration as the producer's contribution to AQTIS group insurance.

6.05

The producer assumes no responsibility for obtaining the group insurance policy, and the producer's participation is conditional on AQTIS obtaining, maintaining and managing said policy for the duration of this agreement, as long as AQTIS receives the premiums collected by the producer.

AQTIS retirement savings plan

Technician contribution to the RSP

6.06

The producer agrees to collect for AQTIS, without charge, the contribution to the RSP of five percent (5%) determined by and payable to AQTIS out of the technician's gross remuneration.

Producer contribution to the RSP

6.07

The producer pays to AQTIS, along with all other remittances, the amount equivalent to five percent (5%) of the technician's gross remuneration as the producer's contribution to the RSP.

6.08

Subject to thirty (30) days' notice certified by the AQTIS secretary, the producer agrees to respect any changes that may arise over the course of this agreement to the contributions, deductions, proportional dues and work permit fees.

Remittance procedure

6.09

- A.** The contributions and dues to be withheld from the technician's pay will be calculated by the producer on the basis of the declaration of AQTIS status signed by the technician on the employment contract. The producer agrees to remit to AQTIS the amount of these deductions for contributions and dues within the time set out in section **6.10**.
- B.** Subject to clause **7.01**, the producer may not be held responsible for a false declaration on the part of the technician. It will be the responsibility of the technician to correct the situation with AQTIS.
- C.** However, upon receipt of written notice from AQTIS correcting the technician's status, the producer becomes responsible and clause **6.09 D** and **E** applies.
- D.** If for any reason, the deductions from pay or the amounts owing for a technician's work permit are not withheld when due, they will be paid to AQTIS by the producer. The producer may claim reimbursement of said deductions or permit fees from the technician within twelve (12) months of making payment, failing which the claim is barred.
- E.** The producer shall attempt to reach an agreement with the technician on the conditions for reimbursement of deductions that were paid to AQTIS under this agreement but not withheld from the technician's pay. Failing agreement,

reimbursement will be spread over a period that is twice as long as the period during which deductions were not made.

6.10

The contributions and dues withheld by the producer are paid to the AQTIS treasurer on the twenty-first (21st) day of the month for all pay periods in the preceding month. These payments shall be accompanied by the time sheets (Appendix B) and the complete report of income and deductions for each technician, as per the remittance form (Appendix D).

The producer has fiduciary obligations for the monies collected and contributions until such time as they are remitted to AQTIS. In addition, even if the producer entrusts remuneration processes to a specialized service provider, the producer remains entirely responsible for errors or omissions committed by the service provider.

6.11

Only time sheets (Appendix B) and remittance forms (Appendix D), or their electronic versions, may be used to pay technicians and calculate the amounts owing to AQTIS.

These forms must be completed in their entirety, including the detailed calculations of the elements constituting remuneration.

Delays

6.12

In the event that the deadline specified in clause **6.10** is not respected, the producer shall pay a late penalty to AQTIS equivalent to twenty-four percent (24%) per year of the amounts owing, prorated to the number of days in arrears.

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

6.13

Non-compliant or incomplete forms sent by the producer will be deemed to be late, and will engender administrative charges of twenty-five dollars (\$25) payable by the producer to AQTIS for each non-compliant or incomplete remittance form (Appendix D), in addition to the interest fees provided for in clause **6.12** of this agreement for the unpaid amounts.

6.14

Any calculating error or omission will cause the form to be non-compliant.

Chapter 7 – Hiring Conditions and Employment Contract

Hiring

7.01

Only the producer, or the producer's representative, may negotiate with, hire or discipline a technician under an employment contract.

The producer, or the producer's representative, may not be a member of AQTIS.

It is the technician's responsibility to ensure the compliance of his AQTIS status.

7.02

The producer, or the producer's representative, shall sign an employment contract consistent with Appendix A of this collective agreement for every technician hired.

7.03

Unless otherwise stipulated herein, the producer shall hire AQTIS members. Priority is accorded to technicians recognized in the function for which they are registered with AQTIS.

To do that, the producer hires his AQTIS team himself, or uses SET.

Employment contract

7.04

The duly completed employment contract provided in Appendix A, along with its appendices, shall describe all the commitments and agreements reached verbally between the technician and the producer or the producer's representative. All mandatory fields shall be completed.

E-mail confirmation of said commitments and agreements may be required. It is up to the party requiring it to draft the agreed-upon elements and send a copy to the other party. Confirmation must follow within forty-eight (48) hours to validate the commitment.

7.05

Specific conditions negotiated privately between the producer and the technician shall also be included in the contract.

7.06

This employment contract shall be signed, and each page initialled, by the producer and the technician.

7.07

By signing the employment contract set out in Appendix A, the technician authorizes the deductions and dues provided for herein, as well as any applicable work permit fee.

7.08

The producer shall provide to the technician a duly completed and signed copy of the employment contract before the technician begins to provide his services, or at the latest, before the end of the first meal on the first day of work, regardless of the stage of the production.

7.09

A new employment contract or an addendum must be signed once the guaranteed days in the employment contract have been worked and the producer requires additional services from the technician for the same production.

7.10

Only the hours accumulated for a single production are used to calculate rate increases and penalties, and are based on the BHR in effect at the time said increases and penalties are applied.

7.11

The signing of more than one employment contract for the same function and the same production shall not serve to deprive a technician of conditions provided for herein.

The rate increases, penalties and premiums attributable to the linking of two (2) employment contracts for the same production and the same function apply to the BHR in effect at the time the rate increases, penalties and premiums are applied.

7.12

A paper or electronic version of each employment contract is signed in triplicate and one copy is sent to each of the following:

1. the producer;
2. the technician;
3. AQTIS.

7.13

Within five (5) business days of the end of the production, the producer shall send AQTIS the signed employment contracts, as well as any cancelled, unused or unusable employment contracts.

Approval of the producer to increase the BHR

7.14

No technician may claim an increase, premium, penalty or overtime that has not been approved in writing by the producer or the producer's representative.

For purposes of this clause, the producer's department or crew head is recognized as being a representative of the producer.

Consequently, it is the producer's responsibility to ensure that the department or crew head has obtained the producer's approval.

A technician is not obligated to perform services for a function other than the one for which his services were retained.

In the event that the technician agrees to those other services, the technician negotiates his remuneration for this new function.

This change of function may not have the effect of reducing his initial rate.

7.16

The producer may not engage the same technician for two functions on the same production unless the two positions are related in nature and the workload of the two positions remains reasonable.

If both parties agree to this, they negotiate the remuneration for the combined functions based on the higher rate, plus thirty-five percent (35%). Furthermore, any combining of functions must be approved by AQTIS.

The producer and the technician shall sign an addendum or another employment contract in which the two (2) functions are clearly indicated, along with the negotiated rate.

For greater clarity, the parties agree that the function of director of photography encompasses the performance of various camera and lighting tasks without constituting more than one function.

7.17

The hiring of a technician for one function does not preclude that individual from performing tasks associated with other functions.

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

Chapter 8 – Remuneration Period and Sheet, Time Sheet

Remuneration period

8.01

The remuneration period begins at 12:01 a.m. on Sunday and ends at midnight (12:00 a.m.) the following Saturday.

However, for purposes of determining the remuneration payable to the technician, all the hours in a given workday will be counted in the week in which they begin.

8.02

The producer remunerates the technician no later than twenty-one (21) days following the end of the first (1st) remuneration period.

The producer subsequently remunerates the technician at regular intervals not to exceed seven (7) calendar days.

8.03

A producer who does not pay the remuneration owing to the technician within the prescribed time shall pay a late-payment penalty to AQTIS, on behalf of the technician, equivalent to twenty-four percent (24%) per year, prorated to the number of days in arrears.

Remuneration sheet

8.04

The remuneration sheet must be written in French and indicate the following information, if applicable:

- A. Technician's name;
- B. Name of the production house;
- C. Address and telephone number of the production house;
- D. Title of project;
- E. Time worked;
- F. Gross remuneration
- G. Deductions (detailed DAS); <0}
- H. Net pay;
- I. Vacation allowance;
- J. Employee benefits;

- K. Payments made pursuant to clause **6.09**;
- L. Specialized and technological tools (Kit Rental);
- M. Other allowances.

This remuneration sheet is independent of the cheque (stub, appended sheet, etc.)

Time sheet:

8.05

The producer fills out the time sheet (Appendix B) for each day worked by each technician, and has the technician initial it no later than on the last workday of each pay period.

This time sheet must be identical to the technician's actual schedule, and may not be modified for any reason without the written consent of the parties.

With the initialing of the time sheet by the technician, the producer and the technician acknowledge that the hours indicated were actually worked.

8.06

The producer or his representative provide a copy of the time sheet to the technician in each pay period.

The producer also provides to the technician, with the paycheque and remuneration sheet, a copy of the duly completed time sheet.

8.07

For purposes of calculating the applicable guarantees, the hours worked by all technicians, as well as all resulting calculations, must be indicated on the time sheets.

8.08

The technician may refuse to initial his time sheet if he is of the opinion that the hours indicated do not correspond with his hours worked.

8.09

The time sheets are forwarded to AQTIS along with the monthly remittances.

However, at the express request of AQTIS, the producer sends AQTIS the time sheets for any pay period requested.

8.10

Any calculating error or omission will cause the form to be non-compliant.

Chapter 9 – Modalities of the Employment Contract

Termination of employment contract

9.01

The producer and the technician may mutually agree to terminate an employment contract. Four (4) copies of this termination shall be prepared: one for AQPFP; one for AQTIS; one for the technician and one for the producer. These copies are submitted the business day following signature of the termination.

Postponement of Workday

9.02

Notwithstanding clause **9.04**, the producer may postpone one (1) and only one (1) workday provided for in an employment contract. In such event, the producer advises the technician and AQTIS at least twenty-four (24) hours before the beginning of the postponed day.

A producer who does not respect this notice period pays the hours guaranteed in the employment contract for the postponed day.

9.03

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

9.04

The producer may postpone a recording day without penalty due to meteorological conditions by giving twelve (12) hours of notice before the general crew call if the producer does not have a cover set.

The producer advises the technician of the postponement by e-mail, with a copy to AQTIS.

However, a producer who announces the postponement of a recording day less than twelve (12) hours before the general crew call shall pay the technician the equivalent of the daily guarantee provided for in the employment contract for the postponed day. If the technician is not available on the rescheduled date, the producer and the technician are released from their respective obligations with respect to that day.

Cancellation of a day

9.05

Notwithstanding clause **9.01**, the producer may cancel an employment contract, without penalty, forty-eight (48) hours before the day on which the work is scheduled to begin.

In such case, the producer guarantees the technician first right of refusal when the work recommences.

The technician may cancel an employment contract, without penalty, forty-eight (48) hours before the day on which the work is scheduled to begin.

Except in the case of force majeure, when a producer cancels an employment contract less than forty-eight (48) hours before the day on which the work is scheduled to begin, the producer pays the technician, whether the technician is paid the BHR or a fixed rate, the guarantee equivalent to a day of recording.

Except in the case of force majeure, a technician who cancels an employment contract less than forty-eight (48) hours before the day on which the work is scheduled to begin shall pay the producer a penalty equivalent to the daily guarantee for a day of recording.

Force majeure

9.06

In the event of force majeure, the producer and technician are released from their mutual obligations for the duration of the force majeure.

Dismissal

9.07

The producer may dismiss a technician immediately for willful non-performance or serious error on the part of the technician. No more than twenty-four (24) hours after the dismissal, the producer gives the technician written notice, with a copy to AQTIS, specifying the grounds for the dismissal. Only these grounds may be presented at arbitration, and the burden of proof lies with the producer.

Justified absence

9.08

The technician may be absent by reason of illness or serious grounds during the term of the employment contract. Except in a situation that is outside of this control, the technician shall inform the producer, as soon as possible before the start of the workday, and explain the reasons for his absence and the expected date of his return.

9.09

The producer may replace a technician absent due to illness or serious reasons for the duration of the technician's absence.

9.10

The technician may be absent due to the death of a close family member or in-law. Paid and unpaid leave apply depending on the situation:

- A.** Spouse, child, child of spouse, parent, sibling, gives the right to one (1) paid day;
- B.** Grandparent, grandchild, son-in-law, daughter-in-law, parent or sibling of spouse, gives the right to one (1) unpaid day.

A technician who is unable to return to work shall so advise the producer and AQTIS no more than twenty-four (24) hours after his leave begins, and is then released from his obligations to the producer.

Replacement

9.11

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

Authorization for replacement shall be requested at least three (3) days before the scheduled workday.

Chapter 10 – Health and Safety

10.01

AQTIS and AQFPF agree to apply Guideline 1 of the safety rules for the Quebec film and video industry, which is attached to this collective agreement at Appendix G.

10.02

The producer agrees to send the employer's notice and request for reimbursement (ADR) to the CSST within the prescribed time and to provide a copy to the technician in question and to AQTIS.

10.03

All production crews shall have a first-aid kit that meets the requirements and is accessible to everyone, at all times, regardless of where they are working.

10.04

When the work must be performed in a specific environment (climatic, etc.), the producer shall inform the technician of these particularities so that the technician can bring adequate clothing.

However, when the work necessitates apparel that exceeds normal work requirements, the producer shall agree with the technician on a compensatory amount to enable the technician to procure such apparel.

10.05

The producer shall provide the technician, at the producer's expense, all the personal or group protective means and equipment established by the *Occupational Health and Safety Act (OHSA)* and ensure that the technician uses them when working.

10.06

The producer agrees to respect and apply the producer's financial contribution on the technician's gross remuneration for the basic security equipment described in Appendix H of this collective agreement. The daily amount corresponding to said contribution must be indicated as a specific condition in the employment contract of each technician affected.

10.07

In accordance with the *Act respecting industrial accidents and occupational diseases (ARIAOC)*, the producer agrees to pay the technician, in the event of an industrial accident occurring during production, the fourteen (14) days of salary that will be reimbursed by the CSST once the file is opened, regardless of the length of the contract.

Chapter 11 – Professional Clauses and Combined

Producer – general

Material and equipment

11.01

The producer provides the technician with the material and equipment required for the technician's work, with the exception of strictly basic tools, which are provided by the technician.

When the technician rents material or equipment from a third party at the producer's request, the producer assumes the costs.

Technician – general

Equipment and premises

11.02

The technician shall take reasonable care of any property entrusted to him by the producer and may not lend it to others or use it for purposes other than those for which it was entrusted to him.

The technician may be held responsible for any damage, breakage or loss of property entrusted to him that results from his negligence.

11.03

The technician may, prior to using the equipment or occupying the premises, check that it is working properly and in good condition, and verify the suitability of the work tools.

To this end, the technician or the producer may call on the AQTIS health and safety prevention service.

A technician who verifies the equipment and premises at the request of the producer shall be paid at the AHR.

11.04

At the earliest opportunity, the technician shall notify the producer or the producer's representative of any defective, broken or missing material. The producer shall replace such material as quickly as possible if the producer deems it appropriate.

Money, personal credit card and petty cash

11.05

Under no circumstances shall the technician use his own money or credit card for the producer's benefit.

11.06

The technician is responsible for any money (petty cash) advanced to him by the producer or the producer's representative.

A report on the use of any such money received, accompanied by receipts, shall be provided to the producer or the producer's representative upon request at any time, or at the latest, when the technician's employment is terminated.

Should the technician fail to produce this report with receipts within twenty-four (24) hours after the end of his employment, the amount advanced shall be deemed to constitute a salary advance, and the producer may deduct the equivalent amount from the fee owing to the technician, without prejudice to any other remedy for claiming the balance.

Sound and visual recording

11.07

Unless it is necessary and required by the producer in the context of the work to be done, the technician may not make any sound or visual recording in any form during the production.

Driver's licence and certificates of competency

11.08

The technician shall at all times have a driver's licence and the certificates of competency required by the applicable laws and regulations to perform the function for which he was hired.

The technician must at all times have a valid driver's licence and the necessary certificates of competency for performing the function for which he was hired.

Third-party liability insurance

11.09

When the technician's services are provided through a corporation, the latter shall have insurance covering its third-party liability, and provide proof of such upon request from AQTIS or the producer.

CSST

11.10

Only technicians providing their services through a corporation are required to be registered with the CSST, and shall provide proof of such upon request from AQTIS or the producer.

Ethical code for commercial advertisements

11.11

The parties hereby agree to promote and apply the ethical code for commercial advertisements that is attached at Appendix I.

Technicians shall comply with and respect this code of ethics at all times.

Craft person

11.12

In addition to a craft person, the producer shall hire an assistant craft person as soon as the number of people to be served exceeds fifty (50), or the craft service is more than three hundred (300) metres from the recording location.

Driver and specialized driver

11.13

A technician required to drive a vehicle at the producer's request must obtain an MGH in accordance with clause **13.02** or based on special schedule, clause **13.21**, and is still paid at the AHR.

The return to the initial call location or vehicle pick-up location for a technician who did travel time – work (TTW) at the beginning of the day is paid at the AHR, whether or not he drives a vehicle.

11.14

Travel time – work is remunerated at the AHR for both directions between the production office or the production vehicle pick-up location and the destination that has been agreed upon by the producer and technician.

All time spent driving a production vehicle at the producer's request shall also be paid.

In addition, when dictated by circumstances, in order to respect the *Act respecting owners, operators and drivers of heavy vehicles* (R.S.Q., c. P-30.3), the technician's return to the initial call location is payable at the BHR.

11.15

All time made available to the producer in order to conduct the pre-departure inspection (PDI) and complete the log book upon arrival is considered time worked at the AHR.

The producer may not, under any circumstances, require a technician to drive any vehicle in excess of permitted time limits under the *Highway Safety Code* (R.S.Q. c. C-24.2), the *Act respecting owners, operators and drivers of heavy vehicles* (R.S.Q., c. P-30.3), or the accompanying regulations for:

- A. road vehicles or combinations of road vehicles having a gross vehicle weight rating (GVWR) of more than 4 500 kg (including the maximum load capacity, based on the manufacturer's guidelines);
- B. minibuses (9 or more passengers) and tow trucks, regardless of their net weight;
- C. road vehicles transporting dangerous substances requiring the display of safety markings.

11.16

Technicians with responsibility for a production vehicle shall immediately inform the producer or the producer's representative of any change in their driver status with the SAAQ. Failure to inform of a change that could make it impossible to perform the work for which the technician

was hired may lead to the temporary or permanent replacement of the technician, without compensation.

Furthermore, the producer shall ensure that a technician who rents a vehicle for purposes of the production has the necessary insurance for the occasional carriage of passengers in a work setting.

11.17

The technician agrees to respect the *Quebec Highway Safety Code*, and acknowledges that he alone is responsible for payment of any fines, including interest and penalties, associated with that code or for parking that he may incur in the context of his work, with the exception of fines related to overloading if the vehicle does not belong to the technician.

11.18

The producer shall ensure that any rented vehicle is in good condition. The driver may require that the vehicle be equipped with winter tires, when conditions warrant.

Location manager

11.19

When the producer retains the services of a location manager, photos and coordinates of any new location that requires site searches (not using his catalogue) and that is found during the mandate of the location manager, must be given to the producer, who thus gains ownership of them.

Make-up artist and hairdresser

11.20

The producer shall provide technicians working in make-up and hairdressing with materials that are perishable or not required for the production. Failing that, the producer shall pay:

To the key make-up artist and key hairdresser a minimum allowance of thirty-five dollars (\$35) per day of recording.

To the make-up artist and hairdresser a minimum allowance of fifteen dollars (\$15) per day of recording, except where the same technician is working combined functions pursuant to subclause **11.21**, in which case the technician shall receive fifty dollars (\$50) per day of recording.

If the producer does not hire a key make-up artist or key hairdresser, the allowance of thirty-five dollars (\$35) per day of recording shall be paid to the make-up artist or hairdresser, except where the same technician is working combined functions pursuant to subclause **11.21**, in which case the technician shall receive fifty dollars (\$50) per day of recording.

Notwithstanding the foregoing, any negotiation conducted in good faith between the parties, to the satisfaction of the technician and the producer, may be considered and accepted by AQTIS if the negotiated amount is higher than the abovementioned amount. Otherwise, the abovementioned rates apply.

For purposes of this clause, a make-up or hairdressing testing day shall be deemed to be a recording day.

11.21

The functions of make-up artist and hairdresser may be combined if the producer retains the services of a single person as make-up artist or hairdresser for a production. In such case, a rate increase equivalent to 35% of the BHR is paid to the technician for each hour paid.

Editor

11.22

The producer shall have the editor sign an employment contract, and agrees to respect the elements set out in Appendix F that have been negotiated between them.

11.23

A technician whose services have been retained for editing, notably using software programs, is not responsible for maintaining or configuring said programs, unless the editor provides his own system.

Generator operator

11.24

It is hereby agreed that the generator operator is paid at the AHR from the time he takes charge of the vehicle transporting the generator to the time he returns to the facility where the generator is stored.

The generator operator shall at all relevant times hold valid certificates of competency required to operate a generator.

Script supervisor

11.25

In cases where more than one camera is being used and the producer requests a report for the cameras from a technician whose services were retained as script supervisor, the script supervisor shall receive a premium of sixty dollars (\$60) per day. This premium shall not be included in the calculation of rate increases and penalties.

11.26

If this report must be prepared off-set, the script supervisor shall receive additional remuneration equal to one (1) hour of work at the AHR or a rate to be negotiated between the script supervisor and the producer, as need be.

Overall combined

11.27

A producer may guarantee a technician a fixed number of daily hours off-set, remunerated at the AHR of the technician at the end of his workday.

Chapter 12 – Renting Equipment and Specialized and Technological Tools

Renting specialized equipment, tools

12.01

The rental of specialized equipment and tools is not covered by this collective agreement. A technician who rents equipment to the producer shall do so in accordance with the terms and conditions directly negotiated between the technician and the producer as independent contractors, including the producer's obligation to insure the specialized equipment and tools.

12.02

When a technician uses his cell phone at the request of the producer in the context of his work, the producer shall negotiate terms directly with the technician and reimburse the technician for cell phone costs in accordance with said terms.

Chapter 13 – Work Schedule

General provisions

13.01

At the time of hiring, the producer and the technician shall agree on the applicable work schedule and a method of remuneration, as per the terms of this Chapter **13**.

A normal workday is composed of consecutive hours, with the exception of meal periods. This workday may commence on one calendar day and conclude on the next.

13.02

A technician who is called to work is entitled to a daily guarantee depending on the type of work schedule negotiated on hiring, in accordance with clause **13.08** or **13.09**, paid at the technician's BHR or his BDR per workday, whichever is applicable, provided that the technician reports to the work location when requested, or remains at the producer's disposal.

In the event that the producer negotiates more than one type of work schedule for the same employment contract, the contract shall indicate the date of work for each schedule used.

The daily guarantee begins at the location of the morning call, and ends, if the technician must return there, at the location of the morning call.

13.03

A technician who leaves work before the end of the scheduled hours, either for a serious reason or with the permission of the producer, forfeits his entitlement to the guaranteed pay provided for in clause **13.02** for the incomplete workday, and is only paid for the hours actually worked, at the BHR or prorated on his BDR, as the case may be.

The producer may then temporarily replace the technician, or permanently if the technician is unable to resume his position.

However, if the technician leaves without the producer's permission, the producer may replace the technician temporarily or permanently, as per the dismissal procedure established in section **9.07**.

13.04

Paid time is calculated on the quarter hour, whether it be for calculating a rate increase, penalty, premium, TTW, TTC or technician tardiness.

13.05

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

Disciplinary notice for tardiness

13.06

The tardiness of a technician is not remunerated, and the technician receives a written disciplinary notice for tardiness from the producer, a copy of which shall be sent to AQTIS and AQPFP.

The producer may dismiss the technician the second (2nd) time the technician is late for the same production, or the first time if the tardiness affects the recording.

In all cases where there is dismissal, a written notice shall be provided to AQTIS in the four (4) hours following the dismissal.

Document used to call the crew

13.07

Any document used to call the crew shall be communicated to the entire AQTIS crew and to AQTIS no later than twelve (12) hours before the crew call for the next recording day, or at wrap call the previous day.

Hourly remuneration

MGH-8

13.08

Technicians shall be guaranteed a minimum of eight (8) hours (MGH-8) per recording day, except in the case of a special schedule.

Overtime is paid as follows:

- A. As of the ninth (9th) hour, the technician is paid at the BHR increased by fifty percent (50%);
- B. As of the thirteenth (13th) hour, the technician is paid at the BHR increased by one hundred percent (100%);
- C. As of the seventeenth (17th) hour, the technician is paid at the BHR increased by two hundred percent (200%).

Daily rate

13.09

The producer may only offer a BDR to technicians occupying functions for which a BDR is provided in the remuneration grid in Chapter **20**.

In choosing to offer a technician a BDR, the producer commits to having the technician work at the BDR for the entire period of the production, except in cases expressly provided for in this collective agreement.

13.10

The BDR is calculated at fourteen (14) times the BHR negotiated with the technician.

13.11

All guarantees provided herein also apply to technicians remunerated at a flat rate.

13.12

For a technician remunerated at the BDR, beginning with the fifteenth (15th) hour, hours or portions thereof are remunerated at the BHR, increased by one hundred percent (100%).

For a technician remunerated by the hour or the BDR, beginning with the seventeenth (17th) hour, hours or portions thereof are remunerated at the BHR, increased by two hundred percent (200%).

Pre call

13.13

Hours of work performed more than two (2) hours before the general call are remunerated at the AHR, increased by one hundred percent (100%).

Notwithstanding the preceding, for the craft person, assistant craft person or production assistant who is called a maximum of three (3) hours before the general call, the first hour worked that is more than two (2) hours before the general call is remunerated at the AHR increased by one hundred percent (100%), but is not counted as overtime, which would apply at the end of the workday, if applicable.

Night premium

13.14

The technician shall receive a premium of three dollars (\$3) per hour for any hour or portion thereof spent at the producer's disposal between 11:00 p.m. and 6:00 a.m.

This premium shall not be used in the calculation of overtime or penalties, and applies exclusively to work in studio and to editors and assistant editors assigned to work at night at the producer's request.

Additional days (6th, 7th and subsequent)

13.15

When a technician is required to work a sixth (6th) consecutive day for the same production, that day is remunerated on the basis of the BHR increased by fifty percent (50%), or the BDR increased by fifty percent (50%).

The increase of fifty percent (50%) for the 6th day of consecutive recording does not apply to technicians who manage their own preparation time.

13.16

When a technician is required to work a seventh (7th) or more consecutive day for the same production, those days are remunerated on the basis of the BHR increased by one hundred percent (100%), or the BDR increased by one hundred percent (100%).

The increase of one hundred percent (100%) for the 7th day of consecutive recording does not apply to technicians who manage their own preparation time.

This increase applies until such time as the technician is accorded a rest day.

13.17

Notwithstanding clauses **13.15** and **13.16**, the rate increase for supplementary days (6th, 7th and subsequent) is not applicable to service productions.

Additional days (6th, 7th and subsequent) abroad

13.18

In the case of a recording undertaken in another country, clauses **13.15** and **13.16** shall not apply if the majority of the AQTIS crew decides to work straight through, without a day off, in order return to Canada sooner.

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

Rest period

13.19

All technicians are entitled to a rest period of at least ten (10) hours, between the end of any workday and the beginning of the next workday.

13.20

Time placed at the producer's disposal during this rest period is remunerated at the AHR increased by a penalty equivalent to one hundred percent (100%) of the BHR.

However, any time placed at the producer's disposal in the first eight (8) hours of the technician's rest period is remunerated at the AHR increased by a penalty equivalent to two hundred percent (200%) of the BHR.

Special schedule

13.21

The producer may retain the services of a technician for a special schedule with only four (4) guaranteed hours. In such cases, the producer shall inform the technician that the technician's services are being retained for a special schedule at the time of retaining said services, and clauses **13.23** and **13.24** automatically apply.

A special schedule may only be used for a technician who is not covered by the current day's general call.

13.22

The producer may establish a special schedule in the following cases:

- Pre-production;
- Production meeting, when the producer requests the presence of the technician;
- {0>Repérage;<}0{>
- Location scouting; <0}
- Technical trials;
- Screen tests;
- Photo sessions;
- Setting up and taking down technical equipment, sets, props and costumes;
- Putting away equipment;
- Synchronizing rushes, screening, editing retouches;
- Retakes;
- Inserts:
- Travel on non-shooting day.

13.23

For a technician paid by the hour, the BHR for these four (4) hours of special schedule shall be increased by ten percent (10%).

A technician who is paid by BDR shall receive half his BDR for a maximum of four (4) hours.

13.24

If the work exceeds four (4) hours, the technician's day is remunerated as a normal workday with the daily guarantee provided for in clauses **13.08** and **13.10**.

Simple advertising message

13.25

A simple advertising message represents a maximum of five (5) hours of work.

The BHR of the technician paid by the hour is therefore increased by a premium of twenty-five percent (25%).

13.26

If paid by the BDR, the technician's remuneration shall not be less than fifty percent (50%) of the BDR, and is increased by twenty-five percent (25%).

13.27

At all times, the producer shall make a substantial and appropriate snack (craft) available to the AQTIS crew.

13.28

If the maximum of five (5) hours is exceeded, only the 3-5 meal schedule may be applied.

13.29

If the work exceeds this maximum of five (5) hours, from preparation to strike, the technician's day shall be remunerated as a normal workday, with the daily guarantee provided for in clause **13.02**.

French set

13.30

The producer may use a seven-and-a-half-hour (7.5) work schedule without meal breaks (French set), if he so advises technicians forty-eight (48) hours in advance and respects the following conditions:

- A. the producer provides the AQTIS crew with a one-hour meal, at the producer's expense, prior to the beginning of the continuous set;
- B. the producer makes an appropriate buffet available to the technicians at all times.

13.31

This period is considered a normal workday, to which a daily guarantee of eight (8) hours applies (MGH-8).

13.32

The technician may make himself available to the producer for a maximum of two (2) hours remunerated at the AHR increased by fifty percent (50%), before the one-hour meal preceding the beginning of the French set.

13.33

At the end of the continuous set, the technician may make himself available to the producer for a maximum of one (1) hour at the AHR increased by one hundred percent (100%), on condition that at the end of the continuous set, the producer has provided, at the producer's expense, a thirty-minute meal.

13.34

In the event that the work continues beyond the additional hour provided for in clause **13.33**, the technician shall be remunerated at the BHR increased by two hundred percent (200%).

Chapter 14 – Meal Schedules and Grace Period

General provisions

14.01

Meal periods are determined by the producer's choice. The producer may choose to follow the provisions regarding 3-5 meal schedules or 3-6 meal schedules, as provided for in subclauses **14.14** to **14.19** of this agreement.

However, the producer shall inform technicians of his choice when they are called to the set and on the service sheet.

Meal periods apply to all technicians, whether they are on BHR or BDR.

14.02

The first meal period for the AQTIS crew takes place a minimum of three (3) hours and a maximum of five (5) hours or a minimum of three (3) hours and a maximum of six (6) hours, depending on the meal schedule chosen, after the general call or the call for the other technicians.

Any technician working fewer than three (3) hours before his meal period is considered to be on continuous time.

Notwithstanding the preceding, a maximum of four (4) technicians may be called one (1) hour before the first meal period, while remaining subject to the AQTIS crew meal time.

14.03

Meal periods of one hour or less are calculated starting when the technician arrives at the place where the meals are served.

14.04

The time required to travel to and from the place where meals are served is included in the technician's work hours and is paid at the AHR.

However, the time required to travel to the place where the first meal is served may be considered to be part of the work period following that first meal.

14.05

In cases where a meal must be served by the producer, the producer may pay the amounts set out in clause **17.01** in lieu of a meal.

The producer may only take advantage of this option if there are adequate restaurants within five hundred (500) metres of the work site by road.

14.06

When the producer is required to provide a meal to the technician and the technician is unable to go to the site where the meal is served, the producer may pay the per diem provided for in clause **17.01** in lieu of the meal.

14.07

Any meal provided at the producer's expense shall be similar in quality to meals normally served at that time of day and offer some variety. It shall be served in a suitable location.

The first meal after the general call shall be similar to a lunch or dinner, depending on the time of day.

14.08

If for any reason, the technician refuses to exercise his right to a meal provided by the producer, he forfeits that right and releases the producer from that obligation for the entire production.

14.09

Notwithstanding the provisions of the technician's employment contract with regard to the duration and payment of meals, the producer may, at any time, replace them with a period of between 30 minutes and one hour.

This period shall be remunerated at the AHR with a meal compliant with clause **14.07**, served on the work site at the producer's expense.

This meal time is not counted for the purposes of calculating overtime.

14.10

The producer ensures that there is an available restaurant less than five hundred (500) metres from the work site by road when a technician is required to work between 10:00 p.m. and 7:00 a.m.

Failing that, a meal shall be provided at the producer's expense for technicians entitled to a meal period. Clause **14.05** does not apply in that case.

14.11

The technician shall obtain the approval of the producer or the producer's representative before performing work that gives rise to a meal penalty.

14.12

Following a majority vote by the entire AQTIS crew, the producer may continue the work beyond the maximum provided for in clause **14.15** or **14.19** without incurring the penalty provided for in clause **14.23**. In consideration thereof, the producer shall give the technicians a premium equivalent to 30 minutes payable at the AHR applicable at the end of the workday.

Off-set work

14.13

The first meal period for a technician working off the set is calculated from the time of his call. This technician is automatically subjected to the 3-5 meal schedule.

A technician working all or part of the time off the set is entitled to a meal period that he must use at the scheduled time, unless specifically requested otherwise by the producer.

In this case, and solely for meal periods delayed at the producer's request, the meal penalty provided for in clause **14.23** shall apply.

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

However, the technician working on or near the set is entitled to the same meal periods and conditions as the rest of the AQTIS crew working there at the same time.

Furthermore, the producer ensures that there is an available restaurant less than five hundred (500) metres from the work site by road when a meal time arrives for a technician working off-set.

Failing that, the producer provides a meal to the technician who is entitled to a meal period, or the producer pays the AHR for the time required to travel to and from a restaurant.

3-5 meal schedule

14.14

An unpaid meal period of no less than one (1) hour and no more than one hour and a half (1.5) shall be accorded in compliance with the provisions of clause **14.02**.

The technician shall have at least one (1) hour at the restaurant or the site where meals are served. In such case, the time required to travel to the restaurant may be considered to be part of the work period following the meal, payable at the AHR.

2nd and subsequent meals, 3-5 meal schedule

14.15

The technician shall be accorded another thirty (30) minute paid meal period after a minimum of three (3) hours and a maximum of five (5) hours on each return to work following the first meal period.

This period shall be remunerated at the AHR, with a meal compliant with clause **14.07**, served on the work site at the producer's expense. This meal time is not counted for the purposes of calculating overtime.

3-6 meal schedule

14.16

An unpaid meal period of one (1) hour shall be accorded to the technician in compliance with the provisions of clause **14.02**.

14.17

Where the producer decides to use the 3-6 meal schedule, it is agreed that the producer shall provide meals, in compliance with clause **14.07**, on the work site and at the producer's expense.

The producer may pay technicians the per diems set out in clause **17.01** in lieu of meals.

14.18

If, at the producer's request, the technician's first meal period is reduced to less than one (1) hour, the technician shall be remunerated for the period of the meal, which is provided at the producer's expense.

2nd and subsequent meals, 3-6 meal schedule

14.19

On each return to work following the first meal period stipulated in the 3-6 meal schedule, another paid meal period of thirty (30) minutes, remunerated at the AHR, is accorded after:

- A. A minimum of three (3) hours and a maximum of six (6) hours;
- B. The maximum of six (6) hours is reduced to five (5) for any period of work following the second (2nd) meal.

In accordance with clause **14.05**, said meals are provided at the work site and at the producer's expense.

Substantial snack after the general call

14.20

Any technician who begins work more than one (1) hour before the general call is entitled to a substantial hot snack and a paid break, of a reasonable length of no more than thirty (30) minutes, to be taken within a period beginning thirty (30) minutes after the general call and ending one (1) hour after the general call, without hindering production.

If a substantial snack is not provided, the meal penalty in clause **14.23** shall apply five (5) hours after the technician's call.

14.21

The substantial hot snack for a technician in the costume, hairdressing or make-up department shall be delivered to the technician's work location if his call is more than one (1) hour before the general call.

14.22

Upon arrival, it is the technician's responsibility to inform the craft person of his entitlement to, and the conditions of, this substantial snack.

Meal penalties

14.23

The time spent at the producer's disposal after the five (5) or six (6) hour maximums provided for herein shall be paid at the AHR increased by a penalty of one hundred percent (100%), until such time as a meal period is granted.

Grace period

14.24

Where it is required to complete a shot, the producer benefits from a grace period of a maximum of ten (10) minutes before the provisions of clause **14.23** apply.

This grace period shall not reduce the technician's meal period. The producer may not avail himself of these provisions more than once per workday.

If the work must continue beyond ten (10) minutes, the grace period is cancelled.

Wrap grace period

14.25

At the end of a day of recording, when the first assistant director announces the wrap and this announcement coincides with or precedes the beginning of the meal period, prior to application of clause **14.23**, the producer benefits from a grace period of thirty (30) minutes, calculated beginning from the scheduled meal period.

During this grace period, the technician shall continue or begin the wrap.

If the time required for the wrap exceeds thirty (30) minutes, the grace period is cancelled. Where the wrap period exceeds one half (.5) hour, or at the request of the producer, the technician may not benefit from the meal period, the grace period is cancelled, and clause **14.23** applies.

Chapter 15 – Urban Zone – Transportation

15.01

In the context of this chapter, when reference is made to a distance “by road”, this distance is established using Google Maps and the shortest proposed route.

15.02

Commuting travel time is not paid when the technician’s work is performed within a radius of forty (40) kilometres by road, measured from:

- a) the Berri-UQAM metro station in Montréal, for production companies headquartered within forty (40) kilometres of the Berri-UQAM metro station;
- b) Université Laval in Québec City, for production companies headquartered within forty (40) kilometres of Université Laval;
- c) the production company’s head office, for production companies headquartered outside the zones defined in a) and b).

However, the calculation does not apply if the technician lives less than forty (40) kilometres from the recording location.

Commuting Travel Time

15.03

Commuting travel time outside the zones defined in clause **15.02** is remunerated at the BHR, but is not included in the daily guarantee provided for in clause **13.02** of this agreement.

15.04

Notwithstanding the foregoing, in cases where the producer provides accommodations to the technician, commuting travel time of less than thirty (30) minutes between said accommodations and the workplace is not remunerated. Any time over the thirty (30) minutes is remunerated as commuting travel time at the BHR.

15.05

When the technician's travel time takes place on a non-workday, this day is not calculated as a workday for purposes of overtime. The maximum travel time per day is ten (10) hours, broken down into periods of fifteen (15) minutes. The producer and technician may negotiate a different BHR for that day.

15.06

When the travel time provided for in section **15.05** must exceed ten (10) hours due to the transportation method used, it shall be followed by a minimum of ten (10) hours of rest. The maximum remunerated travel hours per period of twenty-four (24) hours is ten (10) hours.

15.07

The time spent by a technician doing any work related to the production during his travel time is not counted as travel time and shall be remunerated as per the conditions set out in the Special Schedule described in clauses **13.21** to **13.24**. However, several work periods within a travel period of twenty-four (24) hours are added together and considered a single work period and remunerated accordingly.

15.08

When the work is performed inside the zone described in clause **15.02**, the producer shall offer the technician transportation from the production office, or from a meeting point accessible to all technicians, in the following situations:

- the work is performed outside the hours of public transportation;
- the work location is not served by public transportation.

The technician shall, however, inform the production twenty-four (24) hours in advance if he would like transportation, and shall find his own transportation to the meeting point. In all other cases, the technician shall be responsible for his own transportation.

Mileage expenses

15.09

A technician who agrees to the producer's request to travel in or otherwise use his personal vehicle for the purposes of the production, shall be reimbursed for the cost of using the vehicle,

in addition to parking fees, at the per kilometre rate in effect in the Revenu Québec bulletin "Principal changes". The kilometres reimbursed cover use of the vehicle as well as gas.

It shall be the sole responsibility of the technician to insure the personal vehicle against possible damage that may occur through such transport.

In all cases, the form provided in appendix E shall be used.

At the time of signing, the effective rate is \$0.55 per kilometre.

It is the responsibility of AQTIS to provide AQFPF with any updates to this rate. Following notice of a rate change, AQFPF shall have thirty (30) days to adjust its administrative activities in response to these charges.

Vehicle allowance

15.10

A technician who agrees to the producer's request to use his personal vehicle to transport production material other than the technician's own basic tools shall receive an additional allowance of forty-five dollars (\$45) per day for such use, or any other allowance as may be negotiated with the producer, as required. It shall be the sole responsibility of the technician to insure the personal vehicle against possible damage that may occur through such transport. The producer assumes no responsibility for the technician's vehicle or property, but shall insure the production material for such transport. In all cases, the form provided in appendix E shall be used.

Work travel

15.11

Travel time – work is remunerated between the production office or the production vehicle pick-up location and the destination that has been agreed upon by the producer and technician. All time spent driving a production vehicle at the producer's request shall also be remunerated.

Chapter 16 – Holidays

16.01

For the purposes of this agreement, holidays shall be:

1. New Year's Day (January 1);
2. Good Friday or Easter Monday (producer's choice*);
3. National Patriots' Day (Monday preceding May 25);
4. Quebec National Holiday (June 24);

5. Canada Day (July 1);
6. Labour Day (first Monday in September);
7. Thanksgiving (second Monday in October);
8. Christmas Day (December 25).

* The producer shall advise the AQTIS crew of the chosen holiday no later than the day the technician is hired. Otherwise, Easter Monday will automatically be considered the holiday.

16.02

If recording is taking place outside Quebec, the holidays are those applicable in the province or country involved, with the exception of Christmas Day and New Year's Day.

For purposes of clarification, the parties agree that for recording that takes place outside Quebec, they interpret the expression "those applicable in the province or country involved" to mean the holidays determined by law in the country where the recording is taking place.

The producer shall advise the AQTIS crew and AQTIS of the holidays that will be applicable or cancelled, depending on the situation, no later than one (1) week before the AQTIS team leaves the country.

16.03

Any technician who works a holiday is paid the BHR or BDR, whichever applies, increased by one hundred percent (100%).

Additional holidays

16.04

Any technician who works the day before or after Christmas Day, the day before or after New Year's Day, or Easter Sunday is paid the BHR or the negotiated daily rate, increased by one hundred percent (100%).

16.05

Paid holidays with time off are considered workdays for the purposes of this agreement. Therefore, a holiday may not be considered a scheduled day off.

However, the parties agree to exclude holidays that are not worked from the calculation of consecutive days in the context of applying clauses **13.15** and **13.16** (6th and 7th day).

Terms of payment

16.06

For every holiday listed in clause **16.01**, whether or not the technician worked that day, the technician is entitled to compensation calculated as follows:

- A.** The technician must have worked at least one (1) day for the producer in the seven (7) calendar days preceding the holiday and one (1) day in the seven (7) calendar days following the holiday;
- B.** Compensation for a holiday is equal to 1/20 of the technician's guaranteed daily remuneration, multiplied by the number of days the technician has worked for the producer in the twenty-eight (28) calendar days preceding the holiday.

For each paid holiday with time off, the maximum compensation the technician receives is equal to his guaranteed daily remuneration in clause **13.02**.

Chapter 17 – Per Diem and Accommodations

17.01

Unless the producer provides a meal during work hours, for all meals taken outside the zone described in clause **15.02**, the producer shall pay the following per diems:

- Breakfast: \$11.50
- Lunch: \$18.50
- Dinner: \$28.00
- Any additional meal: \$18.00

17.02

The per diems indicated in clause **17.01** are paid in cash or by direct deposit at the beginning of each week, at the latest, when the technician arrives on the set.

17.03

The first meal after the general call is always lunch or dinner, depending on the time of day.

17.04

During travel time, the producer pays all the per diems corresponding to the meal periods that take place outside the urban zone. Said meal periods are taken five (5) hours after the beginning of the TTC or after the last meal period accorded to the technician.

17.05

In situations where the work requires that the technician remain more than twelve (12) hours outside the urban zone, the producer shall pay all the per diems for that day, except for meals provided at the producer's expense.

17.06

The producer is obliged to reimburse the technician, upon presentation of supporting documents, for any other expense approved in advance by the producer.

Per diem outside of Quebec

17.07

Commonly known as the "McDonald clause".

In the event that a technician is asked to work outside Quebec or in Quebec's far north, the producer shall adjust the per diems based on equivalencies in the area being visited. Said per diems may not be lower than the rate provided for in clause **17.01**, and should be paid prior to departure.

17.08

Payment of per diems shall be made in the currency of each country visited.

Accommodations

17.09

If the work requires that accommodations be provided to the technician, the producer shall make the reservations and pay for the hotel room.

Each technician is entitled to an individual room that meets CAA Quebec standards.

In exceptional situations that are out of the producer's control, when it is impossible to respect the provisions of this clause, the producer shall so advise AQTIS and the AQTIS crew in advance.

Furthermore, this situation in no way releases the producer from his responsibility to reserve and pay for accommodations.

Chapter 18 – Security Deposit

18.01

AQTIS may require a security deposit in the form of a certified cheque from a producer who is not a regular member of AQFPF. The security deposit cheque shall be made out to AQTIS-IN-TRUST.

The amount of the deposit is determined by mutual agreement between the producer and AQTIS, based on the certified budget submitted to AQTIS.

This amount may be equivalent to the remuneration of the AQTIS crew for two (2) pay periods, as defined in clause **8.01**, of the same production. The security amount may be re-evaluated, throughout the production, based on the labour costs of the AQTIS crew.

If the producer does not submit a certified budget, and no agreement is reached between the parties, a sum of five hundred dollars (\$500) per AQTIS crew technician is deposited with AQTIS.

This certified cheque shall be provided to AQTIS before any employment contracts are issued to the producer.

For an AQFPF producer member who has previously been in default of payment, AQTIS will require a security deposit of an amount equivalent to the remuneration of the AQTIS crew for a minimum of two (2) pay periods, as defined in clause **8.01**, of the same production.

Notwithstanding clauses **8.01** and **8.02**, a producer who is required to make a security deposit shall pay the technician at regular intervals not exceeding seven (7) calendar days and beginning no later than the Tuesday following the first pay period.

18.02

AQTIS may request a security deposit before or after work begins, and this deposit shall be paid through certified cheque dated the day of payment, no later than forty-eight (48) hours following the request.

18.03

Should the producer refuse to pay the security deposit, and notwithstanding the provisions of clause **2.01**, AQTIS shall recommend that the AQTIS crew stop work.

A written notice from AQTIS is sent to the producer advising of the unilateral cancellation of all employment contracts for the AQTIS crew and the withdrawal of AQTIS from the production. The technician is then released from all obligations to the producer.

18.04

Three (3) business days following the last payment of amounts due to the technicians and to AQTIS, the latter shall remit to the producer all money being held as security.

18.05

In situations where AQTIS is required to use all or part of the security deposit, the producer pays a new security deposit in accordance with clauses **18.01** and **18.02**. Should the producer refuse to pay AQTIS a new security deposit, clause **18.03** applies.

18.06

AQTIS may, at its sole discretion, accept an irrevocable letter of guarantee in lieu of the fiduciary deposit provided for in the preceding clauses.

Chapter 19 – Notices

19.01

Unless otherwise stipulated, all notices provided for in this collective agreement are sent by certified mail, facsimile, electronic mail or courier, with proof of date of receipt, to the address of the technician or the producer indicated in the employment contract.

19.02

Deadlines shall be calculated using the postmark from the certified letter or the date of receipt.

19.03

Notices provided for in this collective agreement that are intended for AQTIS, AQFPF or the producer may be sent within the prescribed time limits by facsimile, electronic mail or courier, with proof of receipt. The deadline shall then be calculated based on the date of receipt of the faxed notice. An original of the notice must nevertheless be subsequently mailed to the addressee(s).

19.04

If the technician does not have a facsimile number, the technician may be reached in person by telephone, or by electronic mail with proof of delivery, within the time limits. A message left on voicemail or with a third party shall not be considered sufficient.

In such situations, or if the technician cannot be reached by phone, AQTIS shall be so informed immediately and shall receive the original notice within the prescribed time limits. An original of the notice must nevertheless be subsequently mailed to the addressee by the producer.

Chapter 20 – Minimum Remuneration Grid

AQTIS/AQFP FUNCTION		At Signing		January 1, 2016		January 1, 2017		January 1, 2018		January 1, 2019	
		Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate
A	Director of Photography	\$57.73	\$808.22	\$58.60	\$820.34	\$59.47	\$832.65	\$60.37	\$845.14	\$61.27	\$857.82
A	Specialized Camera Operator	\$45.00	\$630.00	\$45.68	\$639.45	\$46.36	\$649.04	\$47.06	\$658.78	\$47.76	\$668.66
A	Camera Operator	\$40.40	\$565.60	\$41.01	\$574.08	\$41.62	\$582.70	\$42.25	\$591.44	\$42.88	\$600.31
	Cameraman	\$43.26	605.64	\$43.91	614.72	\$44.57	\$623.95	\$45.24	\$633.30	\$45.91	\$642.80
	1st Assistant Camera	\$34.63		\$35.15		\$35.68		\$36.21		\$36.76	
	2nd Assistant Camera	\$26.00		\$26.39		\$26.79		\$27.19		\$27.60	
	Still Photographer	\$30.00	\$420.00	\$30.45	\$426.30	\$30.91	\$432.69	\$31.37	\$439.18	\$31.84	\$445.77
	Remote Camera Head Technician	\$34.63		\$35.15		\$35.68		\$36.21		\$36.76	
	Motion Control Programmer	\$27.30		\$27.71		\$28.13		\$28.55		\$28.98	
	Motion Control Technician	\$21.60		\$21.92		\$22.25		\$22.59		\$22.93	
	Electronic Director of Photography	\$49.44	692.16	\$50.18	702.54	\$50.93	\$713.08	\$51.70	\$723.78	\$52.47	\$734.63
	Digital Imaging Technician (DIT)	\$28.00		\$28.42		\$28.85		\$29.28		\$29.72	
	Data Wrangler	\$26.00		\$26.39		\$26.79		\$27.19		\$27.60	
	Video Assist Operator	\$18.00		\$18.27		\$18.54		\$18.82		\$19.10	
	Assistant Video Assist Operator	\$15.81		\$16.05		\$16.29		\$16.53		\$16.78	

HAIRDRESSING		Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate
A	Key Hairdresser	\$30.00		\$30.45		\$30.91		\$31.37		\$31.84	
A	Hairdresser	\$26.00		\$26.39		\$26.79		\$27.19		\$27.60	
	Assistant Hairdresser	\$20.00		\$20.30		\$20.60		\$20.91		\$21.23	

	Wigmaker	\$25.50	\$25.88	\$26.27	\$26.66	\$27.06
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CONTINUITY		Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate		
	Script Supervisor	\$30.00		\$30.45		\$30.91		\$31.37		\$31.84	
	Assistant Script Supervisor	\$19.00		\$19.29		\$19.57		\$19.87		\$20.17	

Coordinator		Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate	Hourly	Flat rate
	Costume coordinator	\$26.57	\$371.98	\$26.97	\$377.56	\$27.37	\$383.22	\$27.78	\$388.97	\$28.20	\$394.81
	Set department coordinator	\$26.57	\$371.98	\$26.97	\$377.56	\$27.37	\$383.22	\$27.78	\$388.97	\$28.20	\$394.81
	SFX coordinator	\$26.57	\$371.98	\$26.97	\$377.56	\$27.37	\$383.22	\$27.78	\$388.97	\$28.20	\$394.81
	Production coordinator	\$26.57	\$371.98	\$26.97	\$377.56	\$27.37	\$383.22	\$27.78	\$388.97	\$28.20	\$394.81
	Transportation coordinator	\$26.57	\$371.98	\$26.97	\$377.56	\$27.37	\$383.22	\$27.78	\$388.97	\$28.20	\$394.81
	Assistant Coordinator	\$20.00	\$280.00	\$20.30	\$284.20	\$20.60	\$288.40	\$20.91	\$292.79	\$21.23	\$297.18

COSTUME		Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
A	Costume Designer	\$34.11	\$477.59	\$34.63	\$484.75	\$35.14	\$492.03	\$35.67	\$499.41	\$36.21	\$506.90
A	Wardrobe Stylist	\$30.00	\$420.00	\$30.45	\$426.30	\$30.91	\$432.69	\$31.37	\$439.18	\$31.84	\$445.77
	Head Wardrobe Master/Mistress	\$30.00	\$420.00	\$30.45	\$426.30	\$30.91	\$432.60	\$31.37	\$439.10	\$31.84	\$445.70

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	Wardrobe Master/Mistress	\$28.00	\$392.00	\$28.42	\$397.88	\$28.85	\$403.85	\$29.28	\$409.91	\$29.72	\$416.05
	Key Dresser	\$28.87		\$29.30		\$29.74		\$30.19		\$30.64	
	Dresser	\$22.00		\$22.33		\$22.66		\$23.00		\$23.35	
	Specialized Wardrobe Technician	\$20.79		\$21.10		\$21.41		\$21.73		\$22.06	

SET DESIGN		Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
	Assistant Art Director	\$25.39	\$355.45	\$25.77	\$360.78	\$26.16	\$366.20	\$26.55	\$371.69	\$26.95	\$377.26
A	Key Set Decorator	\$30.00	\$420.00	\$30.45	\$426.30	\$30.91	\$432.69	31.37	\$439.18	\$31.84	\$445.77
	Set Decorator	\$26.83	\$375.64	\$27.23	\$381.28	\$27.64	\$386.99	\$28.06	\$392.80	\$28.48	\$398.69
	Assistant Set Decorator	\$21.94		\$22.27		\$22.60		\$22.94		\$23.29	
	Set technician/swing	\$22.00		\$22.33		\$22.66		\$23.00		\$23.35	
	Head Propsman	\$28.87		\$29.30		\$29.74		\$30.19		\$30.64	
	Propsman	\$27.72		\$28.13		\$28.56		\$28.98		\$29.42	
	Assistant Propsman	\$22.00		\$22.33		\$22.66		\$23.00		\$23.35	
	Key Greensman	\$28.87		\$29.30		\$29.74		\$30.19		\$30.64	
	Greensman	\$22.00		\$22.33		\$22.66		\$23.00		\$23.35	
	Head Scenic Painter	\$28.87		\$29.30		\$29.74		\$30.19		\$30.64	
A	Scenic Painter	\$26.00		\$26.39		\$26.79		\$27.19		\$27.60	
	Head Painter	\$28.87		\$29.30		\$29.74		\$30.19		\$30.64	
	Painter	\$21.94		\$22.27		\$22.60		\$22.94		\$23.29	
	Assistant Painter	\$16.16		\$16.40		\$16.65		\$16.90		\$17.15	
	Head Plasterer	\$28.87		\$29.30		\$29.74		\$30.19		\$30.64	
	Plasterer	\$19.33		\$19.62		\$19.92		\$20.22		\$20.52	
	Key Sculptor-Moulder	\$28.87		\$29.30		\$29.74		\$30.19		\$30.64	
	Sculptor-Moulder	\$24.25		\$24.61		\$24.98		\$25.35		\$25.73	

Assistant Sculptor-Moulder	\$16.16		\$16.40		\$16.65		\$16.90		\$17.15	
Head Carpenter/Construction Manager	\$28.87		\$29.30		\$29.74		\$30.19		\$30.64	
Carpenter	\$22.74		\$23.08		\$23.43		\$23.78		\$24.14	
Special effects foreman	\$28.87		\$29.30		\$29.74		\$30.19		\$30.64	
Special Effects Technician	\$28.00		\$28.42		\$28.85		\$29.28		\$29.72	
Assistant SFX technician	\$21.94		\$22.27		\$22.60		\$22.94		\$23.29	
Weapons Wrangler	\$28.87	404.19	\$29.30	\$410.26	\$29.74	\$416.41	\$30.19	\$422.66	\$30.64	\$429.00

LIGHTING	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
Chief Lighting Technician	\$30.00		\$30.45		\$30.91		\$31.37		\$31.84	
Best Boy Lighting Technician	\$28.00		\$28.42		\$28.85		\$29.28		\$29.72	
Lighting Technician	\$24.00		\$24.36		\$24.73		\$25.10		\$25.47	
Generator Operator	\$24.25		\$24.61		\$24.98		\$25.35		\$25.73	

GRIP	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
Key Grip	\$30.00		\$30.45		\$30.91		\$31.37		\$31.84	
Best Boy Grip	\$28.00		\$28.42		\$28.85		\$29.28		\$29.72	
Grip	\$24.00		\$24.36		\$24.73		\$25.10		\$25.47	
Specialized Grip	\$26.57		\$26.97		\$27.38		\$27.79		\$28.20	
Camera Crane Grip Operator	\$26.57		\$26.97		\$27.38		\$27.79		\$28.20	

EDITING		Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
A	Editor	\$35.00	\$490.00	\$35.53	\$497.35	\$36.06	\$504.81	\$36.60	\$512.38	\$37.15	\$520.07
	Assistant Editor	\$22.00		\$22.33		\$22.66		\$23.00		\$23.35	

MAKE-UP		Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
A	Key Make-Up Artist	\$30.00		\$30.45		\$30.91		\$31.37		\$31.84	
A	Make-Up Artist	\$26.00	\$364.00	\$26.39	\$369.46	\$26.79	\$375.00	\$27.19	\$380.63	\$27.60	\$386.34
	Assistant Make-Up Artist	\$20.00		\$20.30		\$20.60		\$20.91		\$21.23	
A	Special Effects Make-Up Artist	\$30.00	\$420.00	\$30.45	\$426.30	\$30.91	\$432.69	\$31.37	\$439.18	\$31.84	\$445.77
A	Assistant Special Effects Make-Up Artist	\$20.00		\$20.30		\$20.60		\$20.91		\$21.23	

DIRECTION		Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
	1 st Assistant Director	\$36.94	\$517.10	\$37.49	\$524.86	\$38.05	\$532.73	\$38.62	\$540.72	\$39.20	\$548.83
	2 nd Assistant Director	\$26.57		\$26.97		\$27.38		\$27.79		\$28.20	
	3 rd Assistant Director	\$19.63		\$19.93		\$20.23		\$20.53		\$20.84	

LOCATION		Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
	Location Manager	\$28.87	\$404.1	\$29.30	\$410.2	\$29.74	\$416.4	\$30.19	\$422.6	\$30.64	\$428.9

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	Assistant Location Manager	\$20.00	\$280.00	\$20.30	\$284.20	\$20.60	\$288.46	\$20.91	\$292.79	\$21.23	\$297.18
	Location Scout	\$16.16	\$226.25	\$16.40	\$229.64	\$16.65	\$233.09	\$16.90	\$236.58	\$17.15	\$240.13

CONTROL ROOM		Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
	Set / Unit Manager	\$28.87	\$404.19	\$29.30	\$410.26	\$29.74	\$416.41	\$30.19	\$422.66	\$30.64	\$429.00
	Assistant Unit Manager	\$20.00		\$20.30		\$20.60		\$20.91		\$21.23	
	Production Assistant	\$16.16		\$16.40		\$16.65		\$16.90		\$17.15	
	Set Production Assistant	\$17.88		\$18.15		\$18.42		\$18.70		\$18.98	
	Craft Person	\$18.00		\$18.27		\$18.54		\$18.82		\$19.10	
	Assistant Craft Person	\$13.00		\$13.20		\$13.39		\$13.59		\$13.80	

SOUND		Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
	Sound Recordist	\$30.69	\$429.72	\$31.15	\$436.16	\$31.62	\$442.70	\$32.10	\$449.34	\$32.58	\$456.08
	Boom Operator	\$25.39		\$25.77		\$26.16		\$26.55		\$26.95	

TRANSPORTATION		Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate	Hourly	Flat Rate
	Specialized Driver	\$18.00		\$18.27		\$18.54		\$18.82		\$19.10	

Driver	\$16.16	\$16.40	\$16.65	\$16.90	\$17.15
Set runner	\$16.16	\$16.40	\$16.65	\$16.90	\$17.15

Chapter 21 – Small and Medium Productions

Specific conditions pertaining to productions requiring small film crews.

Notwithstanding the provisions of the collective agreement, when the production of a commercial advertisement requires a maximum of twelve (12) people to perform the work associated with the functions provided for in Chapter 20 of this agreement, it is agreed as follows:

21.01

The provisions of this collective agreement apply, with the exception of those pertaining to remuneration, meal times, premiums, penalties, and any other provisions that are incompatible with this chapter.

21.02

The producer shall inform AQTIS in advance when the production will be small or medium, as per the standards of this Chapter 21.

22.03

The producer informs the technician, at the time of hiring, of his intention to avail himself of the provisions of this chapter.

21.04

A simplified AQTIS employment contract shall be signed with the technician.

21.05

Technicians are paid based on a daily rate of ten (10) hours (BHR).

21.06

The 11th and 12th hours are paid at the BHR, increased by 50%.

21.07

Beginning with the 13th hour, additional hours are paid at the BHR, increased by 100%.

21.08

Work schedules shall be flexible and based on production requirements.

21.09

Meal times shall be agreed upon by technicians and the production.

21.10

The producer shall pay five percent (5%) for RRSPs and four percent (4%) for group insurance.

21.11

The producer shall use SET as per the provisions of this agreement.

21.12

Despite the experimental nature of this chapter, the parties agree that this specific letter of understanding is valid for the entire duration of the current collective agreement. The parties reserve the right to propose any amendments in accordance with the procedure provided for in clauses **22.02** to **22.05** of the collective agreement.

Chapter 22 - Professional Relations Committee, Grievance and Arbitration Procedure

Statement of principle

22.01

AQPFP and AQTIS recognize the importance of maintaining harmonious professional relations and diligently resolving problems related to the application and interpretation of this collective agreement.

Professional relations committee

22.02

AQPFP and AQTIS agree to establish a professional relations committee composed of one (1) representative from AQPFP and one (1) representative from AQTIS.

22.03

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

- a. study any grievance, with the consent of the parties involved, with a view to reaching an amicable resolution;
- b. at the request of AQPFP or AQTIS, discuss the interpretation of this collective agreement;
- c. at the request of AQPFP or AQTIS, study any matter for which this collective agreement does not provide.
- d. recommend, after unanimous agreement, amendments or additions to this collective agreement, which will only take effect once ratified by AQPFP and AQTIS in accordance with their respective procedures.

22.04

The professional relations committee meets as soon as possible after being requested by one of the parties.

22.05

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

The written refusal to this request from the other party to the grievance or, if applicable, the written decision from one party to the grievance to terminate the committee's study of the grievance, ends the suspension of the time limits.

Managing grievances

General admission

22.06

The parties agree to entrust to a single arbitrator, to the exclusion of all other forums, any disagreement with regard to the interpretation or application of this agreement or an employment contract resulting from it, whether the disagreement concerns AQPFP, AQTIS, a producer or a technician.

Grievance procedure

22.07

Only a signatory hereto (AQTIS or AQPFP) may file a grievance relative to the interpretation or application of this collective agreement or an employment contract signed pursuant to it.

In the event that a grievance is filed by AQTIS, it may be filed on behalf of AQTIS (collective grievance or disagreement over interpretation) or one or more technicians. In the event that the

grievance is filed by AQFPF, it is filed on behalf of AQFPF (disagreement over interpretation) or a producer. The party to a grievance filed on behalf of one or more technicians remains AQTIS; the party to a grievance filed on behalf of a producer is the producer himself.

Where the grievance is filed by AQTIS, the respondent is the producer involved, and AQFPF is an interested party in the dispute. Where the grievance is filed by AQFPF, the respondent is the technician(s) involved, or where applicable, AQTIS, and AQFPF is, where applicable, a party interested in the dispute.

22.08

AQFPF and AQTIS may intervene formally in any grievance by sending written notice to that effect to the parties involved.

22.09

A grievance shall be submitted to the producer or AQTIS, with a copy to AQFPF or the technician, where applicable, within forty-five (45) days of the date of the event giving rise to the grievance or within forty-five (45) days of the date the grievant had knowledge of, or should reasonably have had knowledge of, said event.

22.10

A grievance shall be submitted in writing and dated. It shall also clearly specify the subject, the principal facts giving rise to it, the dispositions alleged to have been contravened or misinterpreted, and the solution sought.

The grievance may be amended as long as the amendment does not change the subject of the grievance.

An error in form can in no way render the grievance invalid.

22.11

The respondent to a grievance (or if it wishes, AQTIS or AQFPF) communicates a response in writing in the ten (10) days following receipt of the grievance.

Arbitration procedure

22.12

1. Within fifteen (15) days following receipt of the response provided pursuant to clause **22.11** (or the expiration of the time limit imposed therein), the grievance shall be submitted to arbitration through a written notice addressed to AQFPF or AQTIS, as the case may be, with copy to the producer or technician, as applicable. The notice of arbitration suggests the names of three (3) arbitrators.

2. Within ten (10) days following receipt of the notice of arbitration, the party to whom the notice of arbitration is addressed shall indicate whether he accepts one of the suggestions submitted, or failing that, propose in writing the name of another arbitrator.
3. If there is no response in writing within the prescribed time or no agreement on the final proposal, the grievance shall be submitted, within thirty (30) days, to the Quebec ministère de la Culture et des Communications for appointment of an arbitrator as per that department's procedures.

If no notice of arbitration is issued within the time provided for in subclause (1) or no submission is made to the department within the time provided for in subclause (3), the grievance is deemed to have been abandoned "with no admission".

22.13

Nothing prevents AQTIS and the producer (or AQFPF as the case may be) from attempting to resolve a grievance. To that end, at the request of the producer involved, AQFPF may participate in discussions with AQTIS. However, such situations shall not extend the time limits established in this chapter.

22.14

The arbitrator hears the parties to the grievance, receives their evidence or, if applicable, notes the absence thereof. He follows the procedure he deems appropriate.

22.15

In exercising the arbitration functions, the arbitrator may:

- A. interpret laws and regulations to the extent it is necessary to do so to settle a grievance;
- B. uphold or reject a grievance in whole or in part, and, if need be, set the amount owed by virtue of the judgement rendered;
- C. establish the compensation he deems fair for the loss or damage incurred;
- D. order the payment of interest at a rate set by the regulation adopted in accordance with clause 28 of the *Act respecting the Ministère du Revenu* (R.S.Q., c. M-31), starting from the date on which the grievance was submitted;
- E. in cases of disciplinary measures, maintain or quash the measure or render any other decision that he deems reasonable in the circumstances;
- F. make any order he deems necessary to fulfill his mandate, notably with regard to evidence. For purposes of clarification, the arbitrator does not have the authority to issue an injunction.

22.16

AQFPF and its members, on the one hand, and AQTIS and the technicians that it represents, on the other hand, agree to provide the arbitrator with any relevant document that enables the arbitrator to determine the merits of a grievance and become familiar with all the facts and relevant data. They agree to respond to the arbitrator's summons and to testify before him at his request.

22.17

The arbitrator does not have the authority to add, modify or detract from, in any way whatsoever, any clause of this collective agreement or an employment contract that respects the minimum conditions set out in this collective agreement,

22.18

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

22.19

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

22.20

The arbitrator's decision is final and binding. It binds, as the case may be, AQFPF, AQTIS, the producer and the technician concerned.

22.21

The arbitrator's fees and expenses are shared equally by the producer concerned and AQTIS.

22.22

All time limits set out in Chapter 22 are mandatory and entail loss of right. However, the parties to a grievance may derogate from them by virtue of a written agreement.

22.23

In calculating time limits under this clause, the day marking the starting point is not counted, but the day of the deadline is.

22.24

When the final day of a time limit falls on a Saturday, Sunday or holiday provided for in this agreement, the deadline is extended to the next business day.

22.25

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

22.26

AQPFP, AQTIS, a producer or a technician, as the case may be, may at any time withdraw or settle a grievance, which immediately divests the arbitrator of the grievance.

However, a complainant who withdraws a grievance once the arbitrator has been appointed shall be solely responsible for the arbitrator's fees, unless there is agreement to the contrary between the parties to the grievance.

22.27

Any transaction concerning a grievance must be in writing and signed by the parties to the grievance. It shall be enforceable upon signature. A copy of said transaction shall be sent to AQPFP and AQTIS, if applicable.

Chapter 23 – Coming into Effect and Duration of the Collective Agreement, Remuneration Increases

Coming into effect

23.01

This collective agreement will come into effect on July 1, 2015, for all new productions whose first day of recording is on or after July 1, 2015, and will remain in effect until July 1, 2020.

It is agreed that this new agreement will not affect productions that have already begun when this agreement comes into effect.

23.02

Notwithstanding the provisions of clause **23.01**, for technician employment contracts concluded before July 1, 2015, the provisions of this collective agreement will apply only upon expiry of said contracts.

23.03

During the term of this collective agreement, the parties may meet to renegotiate any clause that is causing problems that were unforeseen at the time of signing.

Increase in minimum remuneration grid

23.04

The remuneration scales are increased by 1.5% on January 1 of each year for the entire period of this collective agreement.

Resumption of negotiations

23.05

Nine (9) months before July 1, 2020, either party may inform the other in writing of its interest in renegotiating this collective agreement.

23.06

Subsequent to such notice, the collective agreement continues to apply after its expiry until such time as a new collective agreement has been signed or one of the parties exercises the right to strike or to lock-out.

23.07

If no notice is sent by either party pursuant to clause **23.05**, the collective agreement is extended for an additional year.

Final provision

23.08

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

23.09

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

SIGNATURES OF THE PARTIES

FOR AQFPF

FOR AQTIS

André Gariépy
President
Producer – Les Enfants

Bernard Arseneau
President

Michel David
Spokesperson | Treasurer
Producer – La cavalerie

Jean-Claude Rocheleau
Executive Director

Michel Boily
Secretary
Producer – Jet Films

Claude Paradis
Labour Relations Director | Spokesperson

Benoît Hogue
Director
Producer -- Kazak

Marc Lesage
Chief, Negotiation and Enforcement

Philippe Lalande
Director
Producer – Quatre Zero Un

Gabriel Tremblay Chaput
Labour Relations Advisor

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED IN MONTRÉAL XXXX-XX-XXXX

Appendices

Annexe A : Contrat d'engagement



CONTRAT D'ENGAGEMENT AQTIS

no contrat

titre de la production		
maison de production	()	téléphone
adresse	()	télécopieur
ET		
technicien		N.A.S
adresse	ville	code postal
() téléphone	() cellulaire - téléavertisseur	() télécopieur
membre régulier de l'AQTIS #	permissionnaire de l'AQTIS, permis #	apprenti de l'AQTIS, permis #
société commerciale		
adresse de la société commerciale		
# TPS	# TVQ	# CSST

- Support Film
 Support Vidéo HD
 Support Vidéo magnétoscopique
 Support Vidéo autre

POSTE DU TECHNICIEN

CONDITIONS D'ENGAGEMENT	date de début	date de fin	nombre de jours garantis
<input type="checkbox"/> TARIF HORAIRE DE BASE (THB) _____ \$			
ou <input type="checkbox"/> FORFAIT QUOTIDIEN DE BASE (FQB) _____ \$			
THB DU TECHNICIEN À FORFAIT _____ \$			
LORSQU'APPLICABLE :			
<input type="checkbox"/> MESSAGE PUBLICITAIRE SIMPLE (15.18 ET SUIVANTS)			
<input type="checkbox"/> HORAIRE SPÉCIAL (15.14 ET SUIVANTS)			

CONDITIONS PARTICULIÈRES

DÉDUCTIONS

Le technicien soussigné autorise par les présentes le producteur à prélever sur chacune de ses payes une somme équivalente à _____ % de sa rémunération brute représentant sa contribution au REER collectif et à l'assurance collective de l'AQTIS; ainsi que _____ % de sa rémunération brute représentant sa cotisation professionnelle à l'AQTIS.

Les parties reconnaissent par les présentes que l'entente collective applicable est incorporée au présent contrat et en fait partie intégrante. De plus, le technicien certifie que l'ensemble de l'information fournie est véridique.

EN FOI DE QUOI, LES PARTIES ONT SIGNÉ CE _____ JOUR DE _____ 20 ____ À _____ (VILLE)

_____ signature du producteur ou de son représentant autorisé _____ nom prénom _____ titre	_____ signature du technicien _____ nom de la société commerciale _____ signature du permissionnaire qui s'engage ainsi à suivre le cours : Initiation au travail de technicien – AQTIS 101
---	---

COPIES : AQTIS – PRODUCTEUR – TECHNICIEN

Annexe B : Feuille de temps



FEUILLE DE TEMPS AQTIS

TITRE DE LA PRODUCTION : _____ NOM, PRÉNOM : _____ MEMBRE
 SEMAINE : DU _____ AU _____ CONTRAT N° : _____ PERMISSIONNAIRE
 HEURES INSCRITES PAR : _____ FONCTION : _____ APPRENTI
 CALCULS EFFECTUÉS PAR : _____ FIN TRAV. DU TECH. SEM. PREC. - HEURE _____ JOUR _____

FEUILLE D'EMPLOI DU TEMPS AQTIS		DÉBUT	DURÉE	DURÉE	INITIALES
DATE	TRAVAIL		PÉNALITÉ DE CHEVAUCHEM.	HEURE DE FIN TRAV. TECHNICIEN	
No DE JOURNÉE	REPAS		PÉNALITÉ 1 ^{er} REPAS	1X THB ou FORFAIT	
HORAIRE 3-5 OU 3-6	TRAVAIL		PÉNALITÉ 2 ^e / 3 ^e REPAS	1,5X THB ou FORFAIT	
APPEL GÉNÉRAL	REPAS		TRANSPORT VOYAGE - ALLER	2X THB ou FORFAIT	
BRIS DE PLATEAU	TRAVAIL		TRANSPORT VOYAGE - RETOUR	2,25X THB ou FORFAIT	
					3X THB ou FORFAIT
					PUB-EX THB ou FORFAIT
					APPEL 4H
					MIN PUB 5H MAX
					PRIMES :
					HEURES COMBINÉES :
DATE	TRAVAIL		PÉNALITÉ DE CHEVAUCHEM.	HEURE DE FIN TRAV. TECHNICIEN	
No DE JOURNÉE	REPAS		PÉNALITÉ 1 ^{er} REPAS	1X THB ou FORFAIT	
HORAIRE 3-5 OU 3-6	TRAVAIL		PÉNALITÉ 2 ^e / 3 ^e REPAS	1,5X THB ou FORFAIT	
APPEL GÉNÉRAL	REPAS		TRANSPORT VOYAGE - ALLER	2X THB ou FORFAIT	
BRIS DE PLATEAU	TRAVAIL		TRANSPORT VOYAGE - RETOUR	2,25X THB ou FORFAIT	
					3X THB ou FORFAIT
					PUB-EX THB ou FORFAIT
					APPEL 4H
					MIN PUB 5H MAX
					PRIMES :
					HEURES COMBINÉES :
DATE	TRAVAIL		PÉNALITÉ DE CHEVAUCHEM.	HEURE DE FIN TRAV. TECHNICIEN	
No DE JOURNÉE	REPAS		PÉNALITÉ 1 ^{er} REPAS	1X THB ou FORFAIT	
HORAIRE 3-5 OU 3-6	TRAVAIL		PÉNALITÉ 2 ^e / 3 ^e REPAS	1,5X THB ou FORFAIT	
APPEL GÉNÉRAL	REPAS		TRANSPORT VOYAGE - ALLER	2X THB ou FORFAIT	
BRIS DE PLATEAU	TRAVAIL		TRANSPORT VOYAGE - RETOUR	2,25X THB ou FORFAIT	
					3X THB ou FORFAIT
					PUB-EX THB ou FORFAIT
					APPEL 4H
					MIN PUB 5H MAX
					PRIMES :
					HEURES COMBINÉES :
DATE	TRAVAIL		PÉNALITÉ DE CHEVAUCHEM.	HEURE DE FIN TRAV. TECHNICIEN	
No DE JOURNÉE	REPAS		PÉNALITÉ 1 ^{er} REPAS	1X THB ou FORFAIT	
HORAIRE 3-5 OU 3-6	TRAVAIL		PÉNALITÉ 2 ^e / 3 ^e REPAS	1,5X THB ou FORFAIT	
APPEL GÉNÉRAL	REPAS		TRANSPORT VOYAGE - ALLER	2X THB ou FORFAIT	
BRIS DE PLATEAU	TRAVAIL		TRANSPORT VOYAGE - RETOUR	2,25X THB ou FORFAIT	
					3X THB ou FORFAIT
					PUB-EX THB ou FORFAIT
					APPEL 4H
					MIN PUB 5H MAX
					PRIMES :
					HEURES COMBINÉES :
DATE	TRAVAIL		PÉNALITÉ DE CHEVAUCHEM.	HEURE DE FIN TRAV. TECHNICIEN	
No DE JOURNÉE	REPAS		PÉNALITÉ 1 ^{er} REPAS	1X THB ou FORFAIT	
HORAIRE 3-5 OU 3-6	TRAVAIL		PÉNALITÉ 2 ^e / 3 ^e REPAS	1,5X THB ou FORFAIT	
APPEL GÉNÉRAL	REPAS		TRANSPORT VOYAGE - ALLER	2X THB ou FORFAIT	
BRIS DE PLATEAU	TRAVAIL		TRANSPORT VOYAGE - RETOUR	2,25X THB ou FORFAIT	
					3X THB ou FORFAIT
					PUB-EX THB ou FORFAIT
					APPEL 4H
					MIN PUB 5H MAX
					PRIMES :
					HEURES COMBINÉES :

TECHNICIEN/NE		PRODUCTEUR		TOTAUX	1X THB ou FORFAIT	1,5X THB ou FORFAIT	2X THB ou FORFAIT	2,25X THB ou FORFAIT	3X THB ou FORFAIT	PUB-EX THB ou FORFAIT	APPEL 4H	MIN PUB 5H MAX	PRIMES
%	COTISATION SYNDICALE	%	VACANCES										
%	RER COLLECTIF	%	RER COLLECTIF	TARIFS									
%	ASSURANCE COLLECTIVE	%	ASSURANCE COLLECTIVE	MONTANTS									
TOTAL =		TOTAL =											

COPIES : AQTIS - PRODUCTION - AVEC LA PAIE - TECHNICIEN

Annexe C : Permis de travail

DEMANDE DE PERMIS DE TRAVAIL



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

No permis : _____
Valide
Du : _____
Au : _____

Signature autorisée AQTIS

Titre de la production : _____

Maison de production : _____

Téléphone : _____ Télécopieur : _____

Courriel : _____

Demande de permis au nom de : _____

Adresse : _____

Téléphone _____ **N.A.S.**
(Obligatoire) : _____

Date de naissance _____

Courriel _____

Fonction : _____

Début de l'engagement : _____ Fin de l'engagement : _____
(aa/mm/jj) (aa/mm/jj)

Justification de la demande : _____

Section commentaires réservées à l'AQTIS lors de l'émission du permis :

Signature : _____ Date : _____
Producteur ou représentant

Annexe E : Formulaire de frais de kilométrage



FORMULAIRE D'ENTENTE ALLOCATION DE
KILOMÉTRAGE

ENTRE

producteur : _____

et

technicien : _____

No de contrat : _____

LES SIGNATAIRES CONVIENNENT DE CE QUI SUIT :

1. Le producteur alloue au technicien qui utilise son véhicule le marque/type : _____ immatriculé _____ pour la production intitulée _____ la somme de _____ \$ par _____ (Jour, Semaine, Autre) ou le minimum prévue aux articles 16.09 et 16.10;
2. Le technicien confirme qu'il a la couverture d'assurance appropriée ainsi qu'un permis de conduire valide nécessaire à l'utilisation de son véhicule dans le cadre de son emploi;
3. Conditions particulières :

EN FOI DE QUOI, LES PARTIES ONT SIGNÉS À _____ LE
_____ 20 _____

TECHNICIEN

PRODUCTEUR

Annexe F : Lettre d'entente monteur

1. Le producteur s'engage à signer un contrat d'engagement avec le monteur dont il retient les services.
2. Le producteur s'engage auprès du monteur à lui fournir toutes les informations pertinentes au projet soit :
 - Le cahier de pré-production incluant le script de l'agence, le storyboard et le découpage technique;
 - Le nombre d'annonce(s) publicitaire(s) à monter et les différentes versions à faire, incluant la durée et la langue de ces annonce(s) publicitaire(s);
 - Le calendrier incluant le nombre de jours de montage, les différentes sessions d'approbation prévues et la date de livraison;
 - La définition de son mandat : type de montage (offline ou online), effets, etc.);
 - Le soutien technique qu'il aura.
3. Le producteur s'engage à fournir au monteur tout l'encadrement technique et informatique nécessaire à l'entretien et au bon fonctionnement des appareils que celui-ci devra utiliser durant toute la durée du montage.
4. Le producteur s'engage à fournir à l'avance au monteur le lieu de la salle de montage où il travaillera.



Règles de sécurité pour l'industrie du cinéma et de la vidéo du Québec

Obligations générales en matière de santé et de sécurité du travail

La Loi sur la santé et la sécurité du travail (LSST) a pour objet l'élimination à la source même des dangers pour la santé, la sécurité et l'intégrité physique des travailleurs. Elle définit notamment les obligations des employeurs et des travailleurs. La LSST est d'ordre public, et toute disposition d'une convention qui y déroge est frappée de nullité absolue.

Obligations de l'employeur (notamment du producteur¹)

- Assurer la santé et la sécurité des travailleurs.
- Désigner des membres de son personnel chargés des questions de santé et de sécurité et en afficher les noms dans des endroits accessibles aux travailleurs (ex. : feuille de service, liste d'équipe).
- Respecter la LSST et tous les règlements afférents (consultez la rubrique *Lois et règlements utiles pour l'industrie du cinéma et de la vidéo*, en page 4).
- Informer adéquatement les travailleurs sur les risques reliés à leur travail et leur assurer la formation, l'entraînement et la supervision appropriés afin de faire en sorte qu'ils aient l'habileté et les connaissances requises pour accomplir de façon sécuritaire le travail qui leur est confié.
- S'assurer que les travailleurs, y compris ceux qui se trouvent à l'extérieur du plateau de tournage, aient accès à l'ensemble des fiches *Règles de sécurité pour l'industrie du cinéma et de la vidéo du Québec*.
- S'assurer que les lieux de travail sur lesquels il a autorité sont équipés et aménagés de façon à assurer la protection des travailleurs.
- Identifier les risques auxquels les travailleurs sont exposés et prendre les mesures nécessaires pour les contrôler et les éliminer.
- S'assurer que l'organisation du travail de même que les méthodes et les techniques utilisées sont sécuritaires et ne portent pas atteinte à la santé des travailleurs.
- Fournir des équipements, des outils, des machines et du matériel sécuritaires et en bon état, et s'assurer qu'ils le demeurent.
- S'assurer que les travailleurs utilisent les équipements de protection individuelle (EPI) appropriés (ex. : chaussures de protection, casque de sécurité, protecteurs oculaires, harnais de sécurité) pour exécuter leurs tâches et les fournir gratuitement selon les modalités définies entre l'employeur et les travailleurs.
- Fournir des installations sanitaires et de l'eau potable ainsi qu'un éclairage, une aération et un chauffage convenables et offrir des conditions hygiéniques pour prendre les repas sur les lieux de travail.

¹ Le producteur peut constituer un « employeur » au sens de la LSST.



Règles de sécurité pour l'industrie du cinéma et de la vidéo du Québec

- S'assurer que les travailleurs ont reçu une formation sur les produits contrôlés qu'ils utilisent, sans quoi l'employeur doit leur donner cette formation avant qu'ils manipulent de tels produits (consultez la fiche 25 – *Produits contrôlés SIMDUT*).
- S'assurer que l'émission d'un contaminant ou l'utilisation d'une matière dangereuse ne portent pas atteinte à la santé ou à la sécurité de quiconque sur un lieu de travail.
- Prendre les mesures de sécurité contre l'incendie prescrites par règlement (consultez la fiche 4 – *Prévention des incendies*).
- S'assurer de la présence, en tout temps durant les heures de travail, d'un nombre minimal de secouristes qualifiés et d'un nombre adéquat de trousseaux de premiers secours (consultez la fiche 9 – *Premiers soins et premiers secours*).
- Inscrire dans un registre tout accident qui survient sur les lieux de travail, mais qui ne rend pas le travailleur incapable d'accomplir ses tâches au-delà de la journée de l'accident. Faire signer l'extrait du registre par le travailleur et, sur demande, lui en transmettre copie, ainsi qu'à l'association de travailleurs concernée. Le *Registre d'accidents, d'incidents et de premiers secours* publié par la CSST peut servir à cette fin (consultez la fiche 9 – *Premiers soins et premiers secours*).
- Informer la CSST par écrit, dans les 24 heures, de tout événement entraînant le décès d'un travailleur, la perte totale ou partielle d'un membre ou de son usage ou un traumatisme physique important pour un travailleur, des blessures à plusieurs travailleurs entraînant un arrêt de travail d'une journée, ou encore des dommages matériels de 150 000 \$ ou plus.
- Afficher et rendre disponible pour les travailleurs et l'association des travailleurs un ensemble de renseignements sur la santé et la sécurité transmis par la CSST, l'Agence de la santé et des services sociaux et le médecin responsable (ex. : rapport d'intervention d'un inspecteur de la CSST, avis de danger).

Obligations du travailleur²

Le travailleur doit prendre les mesures nécessaires pour protéger sa santé, sa sécurité et son intégrité physique et veiller à ne pas mettre en danger celles des autres personnes qui se trouvent sur les lieux de travail ou à proximité.

À cette fin, il doit :

- prendre connaissance du programme de prévention de l'employeur, si existant, ou des fiches *Règles de sécurité pour l'industrie du cinéma et de la vidéo du Québec*;
- participer à l'identification et à l'élimination des risques d'accidents du travail ou de maladies professionnelles sur le lieu de travail;
- appliquer des techniques et des méthodes de travail sécuritaires;
- porter les équipements de protection individuelle (EPI) appropriés à la tâche à accomplir;
- collaborer avec la personne chargée de l'application de la LSST ou avec le comité de santé et de sécurité, le cas échéant.

² L'artiste ou le technicien sont considérés comme des « travailleurs » lorsqu'ils répondent à la définition de la LSST.



Règles de sécurité pour l'industrie du cinéma et de la vidéo du Québec

Droit de refus

Le travailleur a droit à des conditions de travail qui respectent sa santé, sa sécurité et son intégrité physique.

Un travailleur a le droit de refuser d'exécuter un travail s'il a des motifs raisonnables de croire que l'exécution de ce travail l'expose à un danger ou peut avoir l'effet d'exposer une autre personne à un semblable danger. Cependant, il ne peut exercer ce droit si cela met en péril immédiat la vie, la santé, la sécurité ou l'intégrité physique d'une autre personne ou si les conditions d'exécution de ce travail sont normales dans le genre de travail qu'il exerce.

Pour exercer un droit de refus, le travailleur doit aviser aussitôt son employeur ou un représentant de celui-ci, et si aucune de ces personnes n'est présente, il doit utiliser les moyens raisonnables pour les aviser sans délai.

Pour sa part, l'employeur doit procéder à l'examen de la situation avec un représentant de l'association de travailleurs concernée s'il est disponible ou, à défaut, avec un autre travailleur désigné par le travailleur exerçant le droit de refus et déterminer les correctifs à apporter, le cas échéant.

S'il n'y a pas d'entente après examen de la situation, l'employeur, tout comme le travailleur, peut prendre contact avec la CSST pour obtenir l'intervention d'un inspecteur.

Pour plus d'information, le travailleur peut communiquer avec son association de travailleurs ou la CSST au numéro 1 866 302-CSST (2778).

Références

QUÉBEC. *Loi sur la santé et la sécurité du travail* : L.R.Q., chapitre S-2.1, à jour au 1^{er} février 2013, Québec, Éditeur officiel du Québec, 2013, articles 7, 15, 16, 49, 51 et 62.

QUÉBEC. *Loi sur les accidents du travail et les maladies professionnelles* : L.R.Q., chapitre A-3.001, à jour au 1^{er} février 2013, Québec, Éditeur officiel du Québec, 2013, article 280.

QUÉBEC. *Règlement sur les normes minimales de premiers secours et de premiers soins*, A-3, r. 10, à jour au 1^{er} février 2013, Québec, Éditeur officiel du Québec, 2013, article 3.

Quelques définitions selon la LSST

Employeur : Une personne qui, en vertu d'un contrat de travail ou d'un contrat d'apprentissage, même sans rémunération, utilise les services d'un travailleur; un établissement d'enseignement est réputé être l'employeur d'un étudiant, dans les cas où, en vertu du règlement, l'étudiant est réputé être un travailleur ou un travailleur de la construction.

Travailleur : Une personne qui exécute, en vertu d'un contrat de travail ou d'un contrat d'apprentissage, même sans rémunération, un travail pour un employeur, y compris un étudiant dans les cas déterminés par règlement, à l'exception :

1. d'une personne qui est employée à titre de gérant, surintendant, contremaître ou représentant de l'employeur dans ses relations avec les travailleurs;
2. d'un administrateur ou dirigeant d'une personne morale, sauf si une personne agit à ce titre à l'égard de son employeur après avoir été désignée par les travailleurs ou une association accréditée.

Lieu de travail : Un endroit où, par le fait ou à l'occasion de son travail, une personne doit être présente, y compris un établissement et un chantier de construction.



Règles de sécurité pour l'industrie du cinéma et de la vidéo du Québec

Quelques abréviations

EPI : Équipement de protection individuelle

CSST : Commission de la santé et de la sécurité du travail

SIMDUT : Système d'information sur les matières dangereuses utilisées au travail

SST : Santé et sécurité du travail

Lois et règlements utiles pour l'industrie du cinéma et de la vidéo

LSST – Loi sur la santé et la sécurité du travail (L.R.Q., c. S-2.1)

LATMP – Loi sur les accidents du travail et les maladies professionnelles (L.R.Q., c. A-3.001)

RSST – Règlement sur la santé et la sécurité du travail (R.R.Q., c. S-2.1, r. 13)

CSTC – Code de sécurité pour les travaux de construction (R.R.Q., c. S-2.1, r. 4)

REIC – Règlement sur les établissements industriels et commerciaux (R.R.Q., c. S-2.1, r. 9)

RPSPS – Règlement sur les normes minimales de premiers secours et de premiers soins (R.R.Q., c. A-3.001, r. 10)

RIPC – Règlement sur l'information concernant les produits contrôlés (R.R.Q., c. S-2.1, r. 8)

Pour joindre la CSST, un seul numéro : 1 866 302-CSST (2778)

Fiche rédigée par le Comité technique de la Table de concertation paritaire de l'industrie du cinéma et de la vidéo

- Alliance internationale des employés de scène et de théâtre des États-Unis, de ses territoires et du Canada (AIEST), local 514
- Alliance internationale des employés de scène et de théâtre des États-Unis, de ses territoires et du Canada (AIEST), local 667
- Alliance of Canadian Cinema Television & Radio Artists (ACTRA)
- Alliance québécoise des techniciens de l'image et du son (AQTIS)
- Association des producteurs de film et de télévision du Québec (APFTQ)
- Guilde canadienne des réalisateurs – Conseil du Québec (DGC – Québec)
- Union des artistes (UDA)
- Commission de la santé et de la sécurité du travail (CSST)

L'information contenue dans la présente fiche ne peut se substituer aux normes, aux lois et aux règlements en vigueur.

Appendix H: Letter of Understanding Regarding the Producer’s Contribution to Safety Equipment

Letter of understanding regarding producers’ obligation to provide personal protective equipment (PPE)

WHEREAS article 51 of the *Act Respecting Occupational Health and Safety* creates an obligation for the producer, as employer, to supply personal protective equipment free of charge;

WHEREAS the particularity of the film industry in that it encompasses a multitude of employers;

THE PARTIES AGREE AS FOLLOWS:

1.01

This agreement applies to all technicians whose services are retained by a producer who is a regular member, trainee, or permittee of AQPFP:

1.02:

The producer shall reimburse all technicians who will be wearing their protective footwear on the set in the amount of \$1.00 per day of work for the purchase of protective footwear.

This amount is increased by 1.5% on January 1 of each year.

1.03

Notwithstanding the preceding clause, the producer commits to providing all other Personal Protective Equipment (PPE) that is required given the particular context of the production. Any reasonable allocation negotiated directly with a technician who owns said PPE will be considered to be in accordance with this clause.

1.04

This letter of understanding will take effect upon signing and will remain in effect for the entire period of the collective agreement.

SIGNED BY THE PARTIES IN MONTRÉAL, _____, 2015

AQTIS

Producer (or Producer’s Representative)

Annexe I: Lettre d'entente code d'éthique

- 1.** Le technicien s'engage à respecter en tout temps pertinent le code d'éthique du travail basé sur le respect des individus, du matériel et des lieux de tournage joint à l'annexe I de cette entente collective.
- 2.** Le technicien doit être prêt au travail dès le début de l'appel général ou de son Hour de convocation. S'il souhaite prendre son petit-déjeuner à la cantine, il doit arriver avant l'appel général et avoir terminé son petit-déjeuner au moment de l'appel général.
- 3.** Le technicien s'assure de demeurer concentré, vigilant, et de respecter les consignes émises par le producteur et/ou le directeur de production et/ou l'assistant réalisateur.
- 4.** Il doit garder le silence lorsque requis et être présent à son poste.
- 5.** Aucune communication externe, tel qu'un appel téléphonique, un courriel, un message texte ou autre communication par téléphone cellulaire, téléphone intelligent, tablette numérique (IPad) ou autres types de technologies n'est toléré pendant le tournage sauf pendant les pauses ou sous réserves de l'autorisation du producteur dans les cas d'urgence.
- 6.** En aucun temps, avant, pendant et après le tournage le technicien ne doit divulguer quelque information que ce soit quant à la production et au tournage.
- 7.** Il est en tout temps interdit au technicien de prendre quelque photographie et enregistrement audio ou vidéo que ce soit sur les lieux de tournage, à moins d'avoir eu une autorisation express du producteur. Lorsqu'il est autorisé à prendre une photographie ou à procéder à un enregistrement audio ou vidéo il lui est strictement interdit de la reproduire, de la communiquer ou de la partager avec autrui y compris sur tout blogue, site Internet ou sur les médias sociaux tels que Facebook, Instagram, etc.
- 8.** Le producteur pourrait exiger qu'un technicien qui ne respecte pas le paragraphe ci-avant efface toute trace de la photographie ou de l'enregistrement audio ou vidéo.
- 9.** Sans préjudice à tout autre droit et recours du producteur, le producteur sera en droit d'expulser sur le champ un technicien qui ne corrige pas ou persiste à ne pas respecter par le code d'éthique après avoir reçu un avertissement verbal à cet effet. Le technicien sera alors payé strictement pour les Hours travaillées avant d'avoir été expulsé.
- 10.** Le technicien sera responsable de tout bris de matériel ou de biens situés sur le lieu de tournage et causé par sa négligence.
- 11.** Le technicien doit respecter les limites de vitesse et le code de sécurité routière lorsqu'il conduit un véhicule mis à sa disposition par le producteur et détenir un permis de conduire valide à cette date. Le technicien sera responsable de toute contravention qui est émise alors qu'il est responsable du véhicule.

Annexe J: Lettre d'entente concernant les secouristes

CONSIDÉRANT que la présence de secouriste sur les lieux de travail est une responsabilité dévolue au producteur;

CONSIDÉRANT que les parties encouragent la formation de technicien comme secouristes;

CONSIDÉRANT qu'il est nécessaire d'avoir, dès le début de la journée de travail, un secouriste sur place avec une trousse conforme aux exigences;

LES PARTIES CONVIENNENT DE CE QUI SUIT :

1. L'AQTIS identifiera aux productions des techniciens cantiniers et/ou assistant de productions formés comme secouriste.
2. Lors de l'embauche de ces techniciens, ils seront désignés comme secouriste.
3. Ces techniciens auront, en leur possession, une trousse de premier soin conforme.
4. En contrepartie, le producteur versera une compensation de 45,00 \$ par jour aux techniciens.
5. Le statut de secouriste ainsi que la compensation versée seront inscrites au contrat d'engagement dans les conditions particulières.

En foi de quoi les parties ont signé le _____ 2015.

Pour l'AQFP :

Pour l'AQTIS :

**APPENDIX K: LETTER OF UNDERSTANDING PURSUANT TO THE OCTOBER 9, 2015
RECOMMENDATIONS OF THE LABOUR RELATIONS COMMITTEE**

WHEREAS on June 19, 2015, AQTIS and AQPFP concluded the *Collective Agreement on Commercial Advertisements Between AQTIS and AQPFP 2015—2020*, hereinafter the collective agreement;

WHEREAS the parties have encountered certain difficulties in implementing the new collective agreement;

WHEREAS clause 22.03 (d) of the collective agreement allows the parties, through the Labour Relations Committee, to propose recommendations for amendments to the collective agreement;

WHEREAS the Labour Relations Committee's October 9, 2015 recommendations regarding amendments to the collective agreement have been approved by the decision-making authorities of AQPFP and AQTIS;

WHEREAS it is important to resolve implementation-related difficulties early in the life of the collective agreement;

THE PARTIES AGREE AS FOLLOWS:

- 1) The preamble forms an integral part of this letter of understanding;
- 2) To replace the following wording in clause 1.03:

GENERAL CALL:

The time at which the majority of the AQTIS set crew is called.

With:

GENERAL CALL:

Time established by the Producer to begin the workday. The general call must always precede the "ready-to-shoot" time by at least thirty (30) minutes.

- 3) To replace the following wording in clause 15.02 (a):

the Papineau metro station in Montréal, for production companies headquartered within forty (40) kilometres of the Beaudry metro;

With:

the Berri-UQAM metro station in Montréal, for production companies headquartered within forty (40) kilometres of the Berri-UQAM metro station;

- 4) To replace Chapter 22 of the current collective agreement (Appendix 1 of this Letter of Understanding) with the following:

Chapter 21 – Small and Medium Productions

Specific conditions pertaining to productions requiring small film crews.

Notwithstanding the provisions of the collective agreement, when the production of a commercial advertisement requires a maximum of twelve (12) people to perform the work associated with the functions provided for in Chapter 20 of this agreement, it is agreed as follows:

21.01

The provisions of this collective agreement apply, with the exception of those pertaining to remuneration, meal times, premiums, penalties, and any other provisions that are incompatible with this chapter.

21.02

The producer shall inform AQTIS in advance when the production will be small or medium, as per the standards of this Chapter 21.

22.03

The producer informs the technician, at the time of hiring, of his intention to avail himself of the provisions of this chapter.

21.04

A simplified AQTIS employment contract shall be signed with the technician.

21.05

Technicians are paid based on a daily rate of ten (10) hours (BHR).

21.06

The 11th and 12th hours are paid at the BHR, increased by 50%.

21.07

Beginning with the 13th hour, additional hours are paid at the BHR, increased by 100%.

21.08

Work schedules shall be flexible and based on production requirements.

21.09

Meal times shall be agreed upon by technicians and the production.

21.10

The producer shall pay five percent (5%) for RRSPs and four percent (4%) for group insurance.

21.11

The producer shall use SET as per the provisions of this agreement.

21.12

Despite the experimental nature of this chapter, the parties agree that this specific agreement is valid for the entire duration of the current collective agreement. The parties reserve the right to propose any amendments in accordance with the procedure provided for in clauses 22.02 to 22.05 of the collective agreement.

- 5) To replace Appendix H: Letter of Understanding Regarding the Producer's Contribution to Safety Equipment (Appendix 2 of this Letter of Understanding) with the following:

Appendix H: Letter of Understanding Regarding the Producer's Contribution to Safety Equipment

Letter of understanding regarding producers' obligation to provide personal protective equipment (PPE)

WHEREAS article 51 of the Occupational Health and Safety Act creates an obligation for the producer, as employer, to provide personal protective equipment free of charge;

WHEREAS the particularity of the film industry in that it encompasses a multitude of employers;

THE PARTIES AGREE AS FOLLOWS:

1.01

This letter of understanding applies to all technicians whose services are retained by a producer who is a regular member, trainee, or permittee of AQFPF:

1.02:

The producer shall reimburse all technicians who will be wearing their protective footwear on the set in the amount of \$1.00 per workday for the purchase of protective footwear.

This amount is increased by 1.5% on January 1 of each year.

1.03

Notwithstanding the preceding clause, the producer commits to providing all other Personal Protective Equipment (PPE) that is required given the particular context of the production. Any reasonable allocation negotiated directly with a technician who owns said PPE will be considered to be in accordance with this clause.

1.04

This agreement will take effect upon signing and will remain in effect for the entire period of the collective agreement.

- 6) To correct numbering and reference errors in the collective agreement in order to avoid confusion;
- 7) To insert the amendments set out in this letter of understanding directly into the text of the collective agreement in order to simplify reading;
- 8) These amendments are deemed to form an integral part of the collective agreement;
- 9) This letter of understanding takes effect upon signing and is valid for the entire period of the collective agreement.

In witness whereof, the parties signed in Montréal _____, 2015

For AQFPF :

For AQTIS :
