

## SIDELETTER NO. 1

This will confirm our agreement reached during the negotiation of the 2008-2010 ACFC Collective Agreement (the "Agreement") to incorporate a low budget sideletter for approved feature-length productions (whether for release initially in theaters, on television, or on compact devices) which are budgeted below Two Million Dollars (\$2,000,000):

### Terms and Conditions:

All terms and conditions of the Agreement shall apply save and except as amended as follows:

#### 1) Hours and Wage Scales:

a) The Producer agrees to pay the core crew not less than the following rates for those classifications outlined in Schedule 1 of the Agreement:

		2008	2009	2010	
i)	Key	\$270	\$275	\$280	12 hours
ii)	Second	\$245	\$250	\$255	12 hours
iii)	Third / On-set	\$220	\$225	\$230	12 hours
iv)	Assistant / Labourer	\$180	\$185	\$190	12 hours

b) The Producer may supplement the core crew with additional eight (8) hour calls. When a Technician is called for work, he/she shall be notified at the time of a call whether it is an eight (8) hour call or a twelve (12) hour call. When a Technician is required to report for an eight (8) hour call, he/she shall be credited with and paid \$125 (2008) / \$130 (2009) / \$135 (2010) for eight (8) hours. If such Technician continues on the job beyond eight (8) hours, or when a Technician is required to report for a twelve (12) hour call, he/she shall be classified and paid for twelve (12) hours at the appropriate rate (above) for that day.

c) There shall be a reasonable suspension of the hiring order outlined in Section 2.03(b) of the Agreement.

#### 2) Overtime and Turnaround:

a) Work performed in excess of twelve (12) hours on any day shall be paid at double (2X) the straight-time (1X) hourly rate. The straight-time (1X) hourly rate shall be computed by dividing the daily rate by fourteen (14) this being the number of payroll hours per day.

b) Compensation for a sixth (6th) day will be at time and one-half (1.5X). All work performed on a seventh (7th) day and/or a holiday shall be paid at double time (2X).

c) If Technicians are required to work during turnaround, they shall receive the appropriate rate; but in no case more than double (2X) the straight-time (1X) rate.

3) Fringe Benefits:

- a) The Union and the Producer agree that Vacation Pay and the Health and Welfare Levy as outlined in Sections 11.02 and 11.05 of the Agreement shall be included in this Sideletter and paid by the Producer on the approved project.
- b) Retirement Plan contributions and the share of the Producers Levy due to the Union as outlined in Sections 11.03 and 11.04 are not considered benefits for the purpose of this Sideletter, and need not be paid by the Producer on the approved project.

4) Union Dues:

All Technicians working on the approved project will pay one point nine percent (1.9%) of Gross Wages as dues regardless of their membership status with the Union. The Producer agrees to deduct this amount from the Gross Wages of all members and permittees and will remit it as outlined in Section 2.05. All days worked by permittees will count towards membership in the Union.

Signed and subscribed to as of this 28<sup>th</sup> day of January, 2008.

  
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ACFC West Local 2020 CEP

  
\_\_\_\_\_  
BC Producers Branch-CFTPA

GREG CHAMBERS

NEIL HAGGQUIST

**PROJECT APPROVAL**

For the Project entitled: \_\_\_\_\_

Date approved: \_\_\_\_\_

\_\_\_\_\_  
For the Union:

\_\_\_\_\_  
For the Producer:

\_\_\_\_\_  
*Please print full name*

\_\_\_\_\_  
*Please print full name*