



LOW BUDGET AGREEMENT 2019-2020



**ICG** | INTERNATIONAL  
CINEMATOGRAPHERS  
GUILD • LOCAL 669

APRIL 1, 2019 - MARCH 31, 2020

## ICG|669 LOW BUDGET AGREEMENT

This document serves as a Letter of Agreement (the "Agreement") between the International Cinematographers Guild, Local 669 (hereinafter "ICG 669") and \_\_\_\_\_, (hereinafter the "Company" for the low-budget production currently titled \_\_\_\_\_.

The Company agrees to and does hereby recognize ICG 669 as the sole and exclusive bargaining representative for all ICG|669 Members employed and performing any of the duties in any classification normally covered by ICG 669 jurisdiction, photographing theatrical, non-theatrical and commercial productions, now and hereinafter employed by the Company within the jurisdiction of ICG 669.

### 1. GENERAL PROVISIONS

- a. The Company agrees to furnish to ICG 669, before principal photography commences, a copy of the top sheet of the complete certified budget, or a copy of the Completion Guarantor's letter stating total budget. Tier Levels and financing reductions shall be determined by ICG 669's Business Agent and the Company.
- b. Simultaneous with the execution of this Agreement, the Company shall deposit a bond or certified cheque with the ICG|669 in an amount equal to two (2) weeks of estimated payroll for all employees covered by this Agreement. The bond shall be returned by ICG 669 to the Company once all financial obligations have been fulfilled. ICG 669 shall continue to accept a Guarantor Letter in lieu of the foregoing if this has been the past practice between The Company and ICG 669.
- c. The Company agrees to bring all ICG 669 members it employs under the coverage of the applicable Workers' Compensation legislation, and to produce to ICG 669 a valid certificate of proof, upon request. The Company also agrees to make best efforts to limit the shoot day to twelve (12) hours. Holidays not worked shall be as per Provincial Employment Standards. Holidays worked shall be one and one half times (1.5x) the applicable classification pay rate. Workweek shifts shall be negotiated between ICG 669's Business Agent and The Company on a case-by-case basis.
- d. All positions will be filled by ICG 669 Members, in good standing, in categories ICG 669 represents. Any other camera positions not listed, and not normally falling within ICG 669 jurisdiction, or Third Party Hires may be negotiable. Flat rates are exclusive of any other reimbursements.
- e. The Company agrees to give Screen Credits to ICG 669 persons hired on this production. The Company also hereby agrees to clearly display the ICG 669 or International Alliance emblem in the tail credits of this production regardless of motion picture, video, broadcast, Internet or wireless broadband release.
- f. The Company agrees to deduct two per cent (2%) of gross pay (regular and overtime gross wages) from each Employee and remit weekly as working dues to ICG 669. The Company agrees to deduct an additional two per cent (2%) of gross pay from each Employee who is not a member of an IATSE Local and remit weekly as permit fees to ICG 669.
- g. The Company agrees to forward copies of the following to ICG|669:
  - (i) Employee Start Paperwork (Deal Memo)
  - (ii) Original Employee Time sheets and Payroll Time sheets
  - (iii) Call sheets
  - (iv) Blank copy each of individual and corporate start packs
- h. Rigid observance of safety regulations must be adhered to and wilful failure of any Employee to follow safety rules and regulations can lead to disciplinary action including discharge; however, no Employee shall be discharged or otherwise disciplined for refusing to work on a job that exposes the individual to a clear and present danger to life or limb. No set of safety regulations, however, can comprehensively cover all possible

unsafe practices of working. The Producer and the Union therefore undertake to promote in every way possible the realization of the responsibility of the individual Employee with regard to preventing accidents to him/herself or his/her fellow Employees.

- i. Producers will copy ICG 669 with all Workers' Compensation Board Form 7 or their provincial equivalents and Accident/Near Miss Investigation Reports within five (5) days of being provided to WCB. In addition:
  - (i) Producers shall inform ICG 669 as soon as reasonably practical when a workplace accident has resulted in an Employee being transported to hospital.
  - (ii)

## 2. PREMIUMS

- a. **Minimum Daily Call:** The minimum daily call shall be no less than eight (8) hours. An Employee may be called to work for not less than four (4) hour's pay at the Employee's straight time contracted hourly rate for the following:
  - (i) production meetings;
  - (ii) screening of rushes;
  - (iii) screen tests;
  - (iv) location scouting;

If an Employee on a four (4) hour call, as identified herein, works more than four (4) hours, the call shall be an eight (8) hour minimum call.

- b. The Company agrees to pay overtime of two times (2x) the hourly rate after twelve (12) hours of work. When paying hourly, pay for hours worked after eight (8) hours shall be paid at the rate of one and one half (1.5) times the Employee's straight time hourly rate up to and including the twelfth (12<sup>th</sup>) hour. Daily turnaround shall be ten (10) hours free from work. Weekend turnaround will be forty-eight (48) hours plus six (6) hours free from work. Sixth and Seventh day rate shall be at one and one half times (1.5x) and two times (2x) the applicable classification pay rate, respectively.
- c. **Meal Periods:** For the first (1st) meal period of the work day, all Employees are to receive an unpaid meal period of no less than thirty (30) minutes after the last crew member has been served, or no more than sixty (60) minutes after the first crew member has been served. Said meal period shall be no less than thirty (30) minutes. The second (2nd) meal period shall be paid through as time worked. The "non-deductible meal" described in Article 6.02 above shall not be counted as a meal period.
- d. **Meal Period Extensions:** For wrap, the six (6) hour work period following the end of the last meal period may be extended by the Employer for a maximum of one-half (.5) hour. If work exceeds such extension, then meal penalties shall be calculated and paid from the end of such six (6) hour work period. The grace period may be utilized a maximum of twice per week.
- e. A half hour, unpaid meal break calculated from the last ICG 669 member through the line will be due every six (6) hours. If any Employee is unable to commence a meal period by the end of the sixth (6th) hour of work, the Employee shall be paid a meal penalty as per the following scale until such time as the meal period is forthcoming:
  - 1) First 2/10 (.2) of an hour: no penalty, but shall not be scheduled or abused.
  - 2) Next 1 (one) hour: \$3.00 for each 1/10 (.1) hour increment
  - 3) Thereafter: \$3.50 for each 1/10 (.1) hour increment.

## 3. STUDIO ZONE

The boundaries for the Studio Zone shall be the same as set forth in the ICG 669 Western Canada Agreement (WCA) appended as "Schedule A" to this Agreement.

#### 4. NEAR-BY LOCATIONS, OUTSIDE THE STUDIO ZONE

- a. A “Near-by location” outside the Studio Zone will be a location that falls within a one (1) hour drive starting from the edge of the Studio Zone. Prior to photography for the Near-by location, the actual distance and time will be determined in fifteen (15) minute increments by and between the ICG 669 Business Agent and the Company’s Producer. If a member identifies a safety issue, including fatigue regarding driving from nearby and/or a distant location, the employer shall provide accommodations.
- b. When working at a Near-by location, transportation time from the edge of the Studio Zone to the location and from such location back to the edge of the Studio Zone will be paid at straight time added to the end of the workday. Travel times shall be determined by the Business Agent and the Producer and calculated from the daily flat rate.
- c. When working at a Near-by location the Company shall provide shuttle service between its base of operations or an agreed upon site as determined by the Business Agent and the Company’s Production Manager within the Studio Zone and the location.
- d. When any workday at a Near-by location is fourteen (14) hours in duration or longer, not including unpaid meal breaks and travel time, the Company will make reservations for and pay the full cost of single occupancy, first class accommodation equivalent to CAA or AAA standards.
- e. ICG 669 personnel on Near-by location assignments where accommodations are provided; shall receive a per diem allowance of sixty-five dollars (\$65.00) per diem; Fourteen fifty (\$14.50) for breakfast; twenty fifty (\$20.50) for lunch; and thirty dollars (\$30.00) for dinner. When the Company provides a hot meal of equal value to per diem as per this article, the production is not required to also pay that meal per diem.
- f. When the Company provides overnight accommodations, according to article (d) or (e) above, call and wrap times shall be at the production location provided that the location and accommodation are within fifteen (15) minutes of each other.

#### 5. DISTANT LOCATIONS

- a. “Distant Location” is any work location that is situated further than a one (1) hour drive from the edge of the Studio Zone.
- b. ICG 669 members on Distant Location assignments shall receive single occupancy, accommodation equivalent to CAA or AAA standards at the Producer’s expense.
- c. ICG 669 personnel on Distant Location assignments where accommodations are provided; shall receive a per diem allowance of sixty-five dollars (\$65.00); Fourteen fifty (\$14.50) for breakfast; twenty fifty (\$20.50) for lunch; and thirty dollars (\$30.00) for dinner. When the Company provides a hot meal of equal value to per diem as per this article, the production is not required to also pay that meal per diem.
- d. Turnaround for Distant Locations outside the Studio Zone shall be ten (10) hours free from work when accommodations are provided.
- e. Call and wrap times shall be at the production location provided that the location and accommodation are within fifteen (15) minutes of each other.

**6. MINIMUM RATES**

TIER A: \$2 TO \$3 Million

TIER B: \$1 TO \$2 Million

TIER C: \$500K TO \$1 Million

	Hourly Rates			12 Hour Daily Rates		
	Tier A	Tier B	Tier C	Tier A	Tier B	Tier C
<b>Director of Photography</b>	70.79	59.89	38.65	991.09	838.52	541.04
<b>Operator</b>	45.61	38.38	27.06	638.52	537.29	378.81
<b>First Assistant</b>	34.79	29.36	23.22	487.11	410.97	325.03
<b>Digital Imaging Technician</b>	34.79	29.36	23.22	487.11	410.97	325.03
<b>Second Assistant</b>	25.97	21.64	18.04	363.53	302.96	252.49
<b>Digital Loader</b>	25.97	21.64	18.04	363.53	302.96	252.49
<b>Motion Picture Video Coordinator</b>	27.06	23.80	20.95	378.81	333.25	293.30
<b>Motion Picture Video Assistant</b>	25.97	21.64	18.04	363.53	302.96	252.49
<b>Stills Photographer</b>	35.65	29.71	23.22	499.08	415.87	325.03
<b>EPK Director of Photography</b>	47.84	39.88	27.06	669.81	558.34	378.81
<b>EPK Operator</b>	35.86	29.90	23.22	502.10	418.61	325.03
<b>Drone Operator</b>	70.79	59.89	38.65	991.09	838.52	541.04
<b>Drone Camera Operator</b>	45.61	38.38	27.06	638.52	537.29	378.81
<b>Drone Camera Assistant</b>	34.79	29.36	23.22	487.11	410.97	325.03
<b>Unit Publicist</b>	34.79	29.36	23.22	487.11	410.97	325.03
<b>Trainee</b>	18.54	17.51	15.45	259.56	245.14	216.30

**FRINGES:**

	Tier A	Tier B	Tier C
<b>RSP</b>	2.00%	2.00%	2.00%
<b>H&amp;W</b>	6.00%	5.00%	4.00%
<b>Training</b>	1.00%	1.00%	0.00%
<b>Vacation</b>	4.00%	4.00%	4.00%
<b>TOTAL</b>	<b>13.00%</b>	<b>12.00%</b>	<b>10.00%</b>

All or part of an Individual Employment Contract may be declared null and void by the Union at any time during the term of this Agreement if, in the opinion of the Union, all or part of the Individual Employment Contract decreases the conditions under this Agreement.

It is understood that this Agreement pertains to this production only, and in no way can be construed as a precedent for any future negotiations between the two parties.

**FOR THE UNION**

**FOR THE EMPLOYER**

\_\_\_\_\_  
 Peter Hayman  
 Executive Director | Business Agent

\_\_\_\_\_  
 Name:  
 Production:

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

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

## SCHEDULE "A"

### Studio Zones:

- a. The Vancouver Studio Zone shall be viewed as a grid, the boundaries of which are:

On the West, the shoreline;

On the North, from the northern municipal boundary of the District of West Vancouver eastward along the northern municipal boundary of the District of North Vancouver to the end of the road at Seymour Dam, then continuing eastward to the eastern shoreline of Coquitlam Lake;

On the East, 122 degrees/45 minutes longitude southward to a point of intersection with the 5L82 BC Hydro power line, then southeast following that power line to a point intersecting the end of the paved road at the northern boundary of Minnekhada Park, then continuing east to the western shore of the Pitt River, then following the western shore of the Pitt River to a point directly north of 200th Street in Langley, B.C.; and

On the South, the Canada/U.S. border.

For clarity, along the Studio Zone's eastern boundary, the area encompassing all east-west street addresses below 20000 are within the zone. Golden Ears Bridge, and its approaches, also are within the Studio Zone.

- b. The Studio Zone for Greater Victoria is the area of land inside the boundaries of the following communities: North Saanich; Sidney; Central Saanich; Saanich; Victoria; Oak Bay; Highlands; View Royal, Esquimalt; Langford; Colwood; and Metchosin.

In addition to the above, the Studio Zone for Greater Victoria will include: an extension west of Metchosin which will include the area of land inside the boundaries of Highway 14 (Sooke Road), Gillespie Road, and East Sooke Road; and an extension north of Langford along Highway One which will include the area inside the boundaries of: the shoreline on the East; Shawnigan Mill Bay Road/Renfrew Road on the North; and West Shawnigan Lake Road/Shawnigan Lake Road on the West.

The parties hereby confirm that the foregoing paragraph establishing the Studio Zone for Greater Victoria will include only land area as described above that is part of the mainland of Vancouver Island and is accessible by a regular motor passenger vehicle without the assistance of a ferry or other water transportation vehicle or device.

- c. For Distant Locations, the Employer may designate, after consulting with the Union, an additional Studio Zone for an area within a circle having a radius of up to twenty-five (25) kilometres but not to exceed an average driving time of thirty (30) minutes, centered around and measured from the nearest municipal hall. Such Studio Zone may not overlap the Vancouver or Victoria Studio Zones.
- d. Studio Zones for Calgary, Edmonton, Saskatoon, Regina and Winnipeg shall be consistent with the Union's historical practice for those cities.
- e. Additional Studio Zones may be established through negotiations on a case-by-case basis.



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Cover Photo by: James Dittiger, Stills Photographer, ICG 669

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