

MEMORANDUM OF AGREEMENT AS OF THIS 25th DAY OF NOVEMBER 2021 BETWEEN NABET, 700-M – UNIFOR (“NABET”) AND THE CANADIAN MEDIA PRODUCERS ASSOCIATION (“CMPA”, COLLECTIVELY WITH NABET THE “PARTIES”) IN CONNECTION WITH CHANGES TO THE COLLECTIVE AGREEMENT (THE “AGREEMENT”)

This Memorandum of Agreement reflects the complete understanding reached between the Parties. As soon as practicable and subject to ratification as per the practices of the Parties, this Memorandum of Agreement will be reduced to formal contract language, where necessary, for inclusion into the 2022-2024 Agreement.

All of the provisions of the Agreement between the Parties expiring December 31, 2021 are renewed and/or modified subject to the following:

NABET Proposals

(1) General Rate Increase: 3% effective on the effective date of the 2022 – 2024 Agreement; 3% effective January 1, 2023, and 3% effective January 1, 2024.

(2) The Parties agree to make the following modifications to the Agreement in accordance with NABET’s Proposals (including NABET Revisions and CMPA Counter Proposals):

(A) 3.4 – Union Representation – Amend Article 3.4 as follows:

The crew or the Union will designate crew representatives on each specific production. The crew representative who has completed the Union’s Crew Rep Training Program, or who has enrolled in such program, shall have one dollar (\$1.00) added to their basic hourly rate.

The crew or the Union will designate a health and safety representative on each specific production. The health and safety representative shall have one dollar (\$1.00) added to their basic hourly rate.

The crew or the Union will designate a women’s representative on each specific production. The women’s representative shall have one dollar (\$1.00) added to their basic hourly rate.

Effective January 1, 2023, the crew or the Union will designate a diversity representative on each specific production. The diversity representative shall have one dollar (\$1.00) added to their basic hourly rate.

(B) 4.5 - Amend Article 4.5 as follows:

The Producer shall make best efforts to train all Technicians covered by this Agreement on its workplace violence and harassment policy and program on or about the first day of principal photography. Where the Producer has an equity, diversity, and inclusion policy, the Producer shall provide the policy to all Technicians covered by this Agreement.

(C) Article 8.1 – Employment Conditions – Amend Article 8.1 as follows:

The number of Technicians engaged on a production or in a classification wherein the Union has jurisdiction, will be determined by the Producer, with the consultation of the department head, and shall be commensurate with the character of the work to be done, with the shooting schedule and with the type and amount of equipment engaged as per industry standards.

(D) 9.7 – Nearby Location – Amend Article 9.7 as follows:

(a) A Nearby Location will be a location that falls ~~within a~~ under a one (1) hour drive starting from the edge of the studio zone. The actual distance and time to a Nearby Location will be determined in six (6) minute increments by and between the Union Business Manager/Business Agent and the Producer, calculated via the most commonly travelled route. The Producer shall provide the Union with specific information on all locations that are outside of the studio zone no less than three (3) business days prior to the day in which filming will occur.

(b) – (e): *Status quo*

(f) When any workday at a Nearby Location is ~~fourteen (14)~~ thirteen (13) hours in duration or longer not including unpaid meal breaks, upon request by a Technician, the Producer will make reservations for and pay the full cost of single occupancy, first class accommodation equivalent to CAA or AAA standards, or will make arrangements to have the affected Technician transported back to designated pick up/drop off point.

[Balance of article remains status quo]

(E) 9.8 – Distant Location – Amend Article 9.8 as follows:

(a) A Distant Location is any work location that is situated ~~further than~~ a one (1) hour drive or more from the edge of the studio zone.

[Balance of article remains status quo]

(F) 12.2 – First Meals – Amend 12.2 as follows:

(a) First meal periods shall be one (1) hour in duration. If a Technician does not receive a full one (1) hour first meal period, he shall be paid for the entire period including the portion used for the meal. The first meal period shall commence not earlier than the beginning of the fourth (4th) hour and be completed by the end of the seventh (7th) hour, computed from the beginning of the workday.

For productions working in the former Hamilton/Wentworth Incentive Zone, meal penalties will be calculated from the Technician’s call time on set. For clarity, travel time from the edge of the studio zone to the location will not form a part of the calculation of

when a Technician goes into meal penalty.

(b) The Producer may call a first meal break of one-half (½) hour, calculated from the last Technician through the meal line, provided the meal is catered and paid as working time. ~~On one (1) occasion per week the Producer may call a one half (½) hour unpaid first meal, provided the one half (½) hour is calculated from the last Technician through the meal line and provided a hot meal is catered.~~

(c): *Status quo.*

(G) 12.4 – Meal Penalty – Amend Article 12.4 as follows:

(a) When a Technician is not given a meal period within the time limits required by Articles 12.2 (a) and 12.3, ~~he/she~~ the Technician shall receive in addition to ~~his/her~~ the Technician's regular salary, compensation in an amount equal to one (1) times ~~his~~ the Technician's basic hourly rate for each hour worked, with a minimum credit of six (6) minutes, until a meal period is actually received, or until the end of the Technician's work day. Payment shall not exceed three (3) times the basic hourly rate.

(b) - (c): *Status quo.*

(H) 12.6 – Meals in Town - Amend Article 12.6 as follows:

The Producer shall:

(a) At its own expense furnish the Technicians with an appropriate hot meal, of equivalent value to the allowances provided in Article 9.7 (h). When the meal is catered in a facility immediately adjacent to a shooting location and when Technicians can readily access the meal service, the meal break shall be one (1) hour in duration, unless otherwise specified.

OR

(b) Reimburse receipts (not to exceed the parameters established in Article ~~9.7 (h)~~ 12.6(c)) for those Technicians who work away from the shooting set. ~~are in a location so situated that no facilities serving hot food are readily available.~~

OR

(c) Provide those Technicians who work away from the shooting set a daily craft allowance of seven dollars and fifty cents (\$7.50) and, for those Technicians for whom a 1st meal becomes due during their work day, a 1st meal allowance of seventeen dollars and fifty cents (\$17.50), as provided in Article 9.7(h).

(I) 13.2 – Add a new Article 13.2 as follows:

It shall be the responsibility of the Producer to ensure that a safety meeting is held at the beginning of each work day.

[Renumber the balance of existing Article 13, 13.3-13.11]

(J) 13.12 – Add a new Article 13.12 as follows:

The Producer agrees to adhere to the “Safety Guidelines for the Film and Television Industry in Ontario” dated June 2009 (“Safety Guidelines”) developed by the Ontario Film and Television Industry Section 21 Advisory Committee in conjunction with the Ontario Ministry of Labour. These Safety Guidelines as they now exist or as they may hereafter be amended shall be deemed to be incorporated, as if set forth in full in writing, into this Agreement.

(K) 14.9 – Turnaround – Amend Article 14.9 as follows:

There shall be at least a ten (10) hour rest period between the wrap of one call and the beginning of the next call, known as turnaround. All time worked and any meal period that encroaches on the turnaround period shall be paid at one (1) times the basic hourly rate in addition to any other payments received under this Agreement. Over a one-day off period, the turnaround must be twenty-four (24) hours plus ten (10) hours (totaling thirty-four (34) hours). Over a two-day off period, the turnaround must be forty-eight (48) hours in addition to six (6) hours (totaling fifty-four (54) hours).

On two (2) occasions per six (6) week production period, and with notice provided by the end of the third (3rd) day of the work week to the Technicians and the Union, the Producer may reduce the weekend turnaround, as follows:

- (i) over a two (2) day off period by ~~four (4)~~ two (2) hours (i.e. turnaround shall be ~~fifty-two (50)~~ (52) hours);
- (ii) over a three (3) day off period by two (2) hours (i.e. turnaround shall be seventy-six (76) hours);
- (iii) over a four (4) day off period by two (2) hours (i.e. turnaround shall be one hundred (100) hours).

Once notice of a reduced weekend turnaround is given it cannot be rescinded. There will be no variance on weekend turnaround, nor are the occasions of reduced weekend turnaround cumulative. Additionally, production will not implement consecutive weekends of reduced weekend turnaround, nor will weekend turnaround be reduced on a one (1) day off (twenty-four (24) and ten (10)) weekend when the one (1) day off is a result of working a sixth (6th) day or For clarity, a one (1) day off as a result of a work week shift ~~may be reduced by two (2) hours.~~

When one (1) legal holiday falls within days off, the turnaround period shall be seventy-two (72) hours in addition to six (6) hours (totaling seventy-eight (78) hours). When two

(2) holidays fall with days off, the turnaround period shall be ninety-six (96) hours in addition to six (6) hours (totaling one hundred and two (102) hours).

On occasions when Technicians are required to work at a Nearby Location, the provisions of Article 9.7 shall apply.

(L) 14.15 – *Add a new Article 14.15 as follows:*

If any Technician suffers an injury or any illness after the engagement commences, which prevents the Technician from performing duties, the Producer shall pay the Technician's contracted compensation for the first day of injury or illness one time per Production. The Technician shall report any illness or injury to the Producer as soon as possible so adequate replacement may be made, if necessary.

(M) 17.1 – Term – *Amend Article 17.1 as follows:*

This Agreement shall be binding from the later of the 1st day of January ~~2019-2022~~ or the date of full ratification of the Agreement and remain in full force and effect until the 31st day of December ~~2024~~ 2024.

(N) Appendix M – Letter of Understanding – *Amend the Agreement to include the following Appendix M:*

Letter of Understanding

The undersigned parties have negotiated a new Agreement for the term January 1, 2022 to December 31, 2024 and agree as follows:

- (a) The diversity representative is a specifically trained representative who assists individuals with concerns related to equity, diversity and inclusion. This individual will act in adherence with company policies and procedures.
- (b) The Union will provide the CMPA with an outline of the diversity representative's training program.
- (c) Should any substantive changes be made to the training program offered by the Union the CMPA will be advised.
- (d) The Union will train members on an as needed basis so as to provide quality representatives to signatory productions.
- (e) The Union and CMPA agree to meet and review the diversity representative's training program contents and the levels of training achieved by the Union on the one year anniversary of the implementation of the training program.

(O) Schedule 1 – Tiers & Fringes – Schedule 1 will be amended to add a one percent (1%) increase on fringes effective on the effective date of the Agreement to be allocated by NABET at each tier level as between retirement or health & welfare. NABET will advise the CMPA by December 3, 2021 on the allocation.

(P) Schedule 2 – Amend Schedule 2 as follows:

(i) *Amend the following position titles in Schedule 2 as follows:*

~~Set Supervisor~~ Key Costume
1st Assistant ~~Wardrobe~~ Costume
2nd Assistant ~~Wardrobe~~ Costume
~~Best Boy/Girl Grip~~ Best Grip
~~Best Boy/Girl Rigging Grip~~ Best Rigging Grip
~~Gaffer~~ Head Lighting Technician
~~Best Boy/Girl~~ Second Lighting Technician
~~Lamp Operator~~ Lighting Technician
~~Rigging Gaffer~~ Head Rigging Lighting Technician
~~Rigging Best Boy/Girl~~ Second Rigging Lighting Technician
~~Rigging Lamp Operator~~ Rigging Lighting Technician

(ii) *Amend Schedule 2 to add an “s” at the end of classification, as follows:*

*see below for additional classifications/rates

(Q) Costume Designer - Revise Schedule 2 to amend the rate for the Costume Designer to be a minimum of \$4.00/hour over the Key Rate.

(R) Assistant Costume Designer and Cutter - Revise Schedule 2 to amend the rates for the Assistant Costume Designer and Cutter to “negotiable” (a minimum of \$2.00/hour over the Key Rate).

(S) Truck Supervisor - Revise Schedule 2 to amend the rate for the Truck Supervisor to the rate equivalent to the Set Supervisor.

(T) Board Operator - Revise Schedule 2 to add a Board Operator as a listed classification under the Lighting Department. The rate of the Board Operator shall be the rate equivalent to the Second Lighting Technician rate.

(U) Lead Dresser – Revise Schedule 2 to increase the rate of Lead Dresser to the rate equivalent to the On-Set Dresser and Buyer.

CMPA PROPOSALS

(1) The Parties agree to increase all Tiers by 3% on the effective date of the Agreement, 3% on January 1, 2023, and 3% on January 1, 2024.

(2) The Parties agree to make the following modifications to the Agreement in accordance with the CMPA's Proposals (including CMPA Revisions and NABET Counter Proposals):

(A) 14.4 – Shifting the Workweek – *Amend Article 14.4 as follows:*

Once every three (3) prep and/or shooting weeks, or more frequently where agreed by the Union and Producer, the Producer may shift the work week by doing either or both of the following without incurring penalty:

(a) – (e) Status Quo.

(B) 17.3 – Duration of Agreement – *Amend Article 17.3 as follows:*

17.3 With the exception of productions that commenced prior to the ~~ratification~~ effective date of this Agreement, this Agreement is effective from, and all provisions of this Agreement, both monetary and non-monetary, shall apply on the earliest of the following dates:

(a) –(d): *Status Quo.*

(C) Appendix N – Diversity Committee – *Amend the Agreement to include the following Appendix N:*

Letter of Understanding

The Canadian Media Producers Association and NABET support equity, diversity and inclusion in the film, television and new media productions industry. To that end, the Parties have agreed to the establishment of a Joint Diversity Committee.

The Parties will invite to sit on this committee prominent members of NABET and CMPA. Other industry stakeholders may be invited to participate in committee meetings as appropriate and as mutually agreed between NABET and the CMPA.

The Parties agree to meet at least quarterly. The mission of the committee will be to take steps to ensure that individuals from equity-seeking and sovereignty-seeking groups are provided with access to employment opportunities, opportunities for career development and advancement, and greater representation across all NABET job classifications, including collaborating on measures or initiatives to compile appropriate data, identify obstacles, and work together to remove such obstacles in a safe and inclusive work environment.

(D) COVID-19 – *The Parties hereby agree as follows:*

This unpublished side letter will be in place for the life of the Agreement. Consistent with past practice, NABET will continue to make “snap hiatus” variances available to Producers in a manner consistent with the terms of previous “snap hiatus” variances, which includes the following terms:

- To access the variance the Production must be a qualifying Canadian Production. In the case of a bona fide risk of COVID-19 transmission among cast or crew, the Producer may call an immediate unplanned hiatus without notification for an aggregate of no more than ten (10) work days in total, as required to facilitate containment of potential spread (including but not limited to full disinfection of workplaces, testing of all cast and crew, etc.).
- The Producer will, in good faith, extend up to three (3) paid COVID-related sick days during production periods (i.e., excluding any hiatus period) to each Technician engaged on the Production, provided that such paid sick days shall only be provided if and to the extent such Technician exhibits known symptoms of COVID-19 (“COVID-Related Illness”), and/or such Technician is directed by the Producer not to work due to such Technician’s (A) COVID-Related Illness and/or (B) exposure to another person with a COVID-Related Illness.
- The “snap hiatus” may be repeated once more as required for a maximum of twenty (20) days total per production, with a maximum hiatus period of ten (10) days per occurrence, and conditional on the producer being signatory to the other applicable union and guild agreements.

(E) Housekeeping – *The Parties agree to make the following housekeeping changes to the Agreement:*

- (i) *Amend Appendix B as follows:*

Aircraft Pictures Ltd.
Thunderbird Entertainment Inc.
~~DHX Media Inc.~~ Wildbrain Ltd.

[Balance of Appendix B Status Quo]

All Corresponding Changes – *The Parties agree to make all corresponding changes necessary to give effect to the agreed to Proposals listed herein.*

This Memorandum of Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that the execution and exchange of the counterparts of this Memorandum of Agreement electronically, including by electronic transmission, is enforceable as if the counterparts were executed in original ink copies.

Entered into this 25th day of November 2021.

For NABET, 700-M - Unifor:



November 26, 2021

For CMPA:



November 25, 2021
