

**MEMORANDUM OF AGREEMENT AS OF THIS 21st DAY OF NOVEMBER 2018
BETWEEN THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 411 (“IATSE
411”) AND THE CANADIAN MEDIA PRODUCERS ASSOCIATION (“CMPA”,
COLLECTIVELY WITH IATSE 411, 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 2019-2021 Agreement.

All of the provisions of the Agreement between the Parties expiring December 31, 2018 are renewed and/or modified subject to the following:

IATSE 411 Craftservice Proposals

(1) General Rate Increase for Craftservice Providers: three percent (3%) effective on the effective date of the Agreement; three percent (3%) effective January 1, 2020, and three percent (3%) effective January 1, 2021. The Parties agree that IATSE 411 may elect to allocate up to one percent (1%) of the General Rate Increase to increase a fringe effective on either January 1, 2020 or January 1, 2021 by providing three (3) months’ notice of its election to the CMPA prior to the effective date. For clarity, if IATSE 411 makes such election the General Rate Increase effective on the effective date shall be reduced by the percentage allocated to the fringe increase.

(2) The Parties agree to make the following modifications to the Agreement in accordance with IATSE 411’s Craftservice Proposals (including IATSE 411 Revisions and CMPA Counter Proposals):

(a) Article A3.02 - Overtime – *Amend Article A3.02 in accordance with CMPA verbal Counter Proposal (November 21, 2018) to IATSE 411 Craftservice Proposal #2 (November 16, 2018), as follows:*

Work during the fifteenth (15th) and sixteenth (16th) hour shall be paid at two (2) times the applicable ~~pro-rated~~ daily rate divided by eleven (11) (i.e. contracted daily rate / 44 11 hours x 2). Work after the sixteenth (16th) hour shall be paid at three (3) times the applicable ~~pro-rated~~ daily rate divided by eleven (11) (i.e. contracted daily rate / 44 11 hours x 3).

(b) Article A4.01 – *Amend Article A4.01 in accordance with CMPA Counter Proposal #1 (November 21, 2018) to IATSE 411 Craftservice Proposal #4 (November 16, 2018), as follows:*

(a) – (b) Status quo

(c) In any event, a Craftservice Provider is entitled to a meal break after eight (8) hours after their individual call time. If the first meal is not available the Producer shall pay to the Craftservice Provider Seventeen Dollars and Fifty cents (\$17.50). If the second meal is not available within eight (8) hours of the completion of crew lunch, the Producer shall pay to the Craftservice Provider ~~Seventeen Dollars and Fifty cents (\$17.50)~~ twenty dollars (\$20.00). There shall be ~~Seventeen Dollars and Fifty cents (\$17.50)~~ a meal penalty for each missed meal break with a daily cap of thirty-seven (\$30) dollars and fifty-cents (\$37.50) combined for all meal penalties.

(c) Article A2.XX – *Add a new Article A2.XX in accordance with IATSE 411 verbal response (November 20, 2018) to CMPA Counter Proposal #1 (November 20, 2018) to IATSE 411 Craftservice Proposal #7 (November 16, 2018), as follows:*

A Craftservice Provider who is assigned for a period of three (3) or more consecutive hours to a higher-paying job classification than the classification for which the Craftservice Provider was engaged shall receive the rate of remuneration for the higher classification for the day on which the Craftservice Provider performs such duties. For clarity, a Craft Service Provider will revert to their regular job classification the day following any upgrade unless notified to the contrary by the Producer or the Producer’s duly authorized representative.

(d) Article A3.XX – *Add a new Article A3.XX in accordance with IATSE 411 Revision (November 21, 2018) to IATSE 411 Craftservice Proposal #9 (November 16, 2018), as follows:*

A craftservice provider may request a one hour set-up prior to craftservice “hot and ready” call time. A refusal by the Producer is not grievable.

(e) Article A4.XX – *Add a new Article A4.XX in accordance with CMPA Counter Proposal #1 (November 21, 2018) to IATSE 411 Craftservice Proposal #10 (November 16, 2018), as follows:*

When overnight accommodations for Craftservice Providers are required pursuant to Article Fifteen, the Craftservice Provider shall be paid a non-deductible *per diem* at the rate established for breakfast in the agreement applicable to technicians (e.g. gaffers, grips, etc.) who are engaged on the production.

(f) Bulleting Regarding Craftservice Trucks – *The Parties agree to issue a bulletin to their respective members, as follows:*

During 2018 negotiations, IATSE, Local 411 and the CMPA discussed appropriate reporting mechanisms for Craftservice Providers to raise issues and concerns regarding Craftservice trucks.

The parties confirmed that Craftservice Providers should initially raise such concerns with the vendor/owner of the Craftservice truck. If the vendor/owner is non-responsive, the Craftservice Provider should raise such concerns with the Production Manager. If the Production Manager is not responsive, the Craftservice Provider should raise such concerns with IATSE, Local 411. IATSE, Local 411 will, in turn, contact the Producer to discuss the relevant issues and address them, as appropriate in the circumstances.

Craftservice Providers will not be subject to reprisal for raising such concerns.

(3) The Parties agree that they shall meet prior to April 30, 2019 to discuss the issues of “Breakfast Trucks” and “Rolling Lunches”.

IATSE 411 Honeywagon Proposals

(1) The Parties agree to increase the daily flat Health and Welfare and RSP fringes applicable to Honeywagon Operators from four dollars (\$4.00) per day to six dollars (\$6.00) per day, in accordance with IATSE 411 Honeywagon Proposals #1 and #2 (November 16, 2018).

IATSE 411 Housekeeping Proposals

(1) The Parties agree to update Appendix H.

CMPA PROPOSALS

(1) The Parties agree to increase all Budget Tiers (Schedule “C”) by three percent (3%) effective on the effective date of the Agreement, three percent (3%) effective on January 1, 2020 and three percent (3%) effective on January 1, 2021.

(2) The Parties agree to make the following modifications to the Agreement in accordance with the CMPA’s Proposals (including CMPA Revisions and IATSE 411 Counter Proposals):

(a) Article Seven (d) – *Amend Article Seven (d) in accordance with CMPA Proposal #1 (November 16, 2018), as follows:*

(d) Before any Member is engaged under this Agreement, the Producer shall provide the Union and the CMPA with a copy of a completed and signed Schedule “E” confirming the budget tier for the applicable production.

(b) Article Seven (g) – *Amend Article Seven (g) in accordance with CMPA Revision #1 (November 21, 2018) to Proposal #2 (November 20, 2018), as follows:*

(g) (i) On or before their first day of employment, Members will supply to the Producer reasonable residency information sufficient to ensure that the Producer receives all federal and provincial production services tax credits, and/or grants, if applicable. Such information shall be kept confidential and held in compliance with all applicable

privacy legislation except to the extent necessary to obtain the production services tax credits and/or grants.

(ii) The Parties recognize that the Canada Revenue Agency (“CRA”) has published guidelines regarding the documents it deems acceptable to satisfy proof-of-residency requirements in order for a production to qualify for these incentives. Specifically, the Guidelines currently provide that residency may be established by providing a copy of:

1) One of:

- a. A Notice of Assessment (T1) indicating that the individual is a Resident of Canada / Ontario for the relevant tax year;
- b. A letter from the CRA giving an opinion of the individual’s resident status for the relevant years, after the individual has completed a Determination of Residency Status form; or
- c. A long-term (one-year or greater) lease or proof of purchase of a Canadian dwelling with a utility or cell phone bill showing the individual lives at the applicable Canadian address; or

2) If none of the documents listed above are available, three of:

- a. The last tax return filed in the country of origin and/or any document filed with the foreign tax authority in which the individual has declared that they are no longer a resident;
- b. A short-term (less than a year) lease agreement or letter from a landlord supporting a rental agreement;
- c. A driver’s license or vehicle registration (counts as two of the three);
- d. Document(s) supporting professional association or union membership in Canada; or
- e. Statements of accounts (for example: bank accounts, retirement savings plans, credit cards, securities accounts) from a Canadian branch of a financial institution.

These Guidelines may be amended from time to time.

(iii) A Member employed through a loan-out corporation may be asked to provide (and if asked, shall provide) to the Producer the loan-out corporation’s most recent Notice of Assessment as well as the most recent Schedule 50 indicating whether the loan-out

corporation has single or multiple shareholders. If the loan-out corporation is newly-formed and has not yet filed tax returns, the Member may be asked to provide (and if asked, shall provide) a Shareholder Register.

(iv) A Member shall also supply proof that he or she has successfully completed the Ministry of Labour's Health and Safety Awareness Training for workers and/or supervisors, as applicable.

(v) Effective on and after July 1, 2019, should the Producer inform a Member and the Union that the Member has failed to furnish appropriate residency information consistent with Article (g)(ii) and (iii) above and the bulletin entitled "Bulletin Concerning Residency Documentation" the Member shall have two (2) business days within which to provide the required information to the Producer. Should the Member fail to do so within that time period, the Producer may dismiss that Member for just cause or refuse the dispatch of that Member.

(c) Residency Bulletin – *The Parties agree to issue a bulletin to their respective members in accordance with CMPA Revision #1 (November 21, 2018) to Proposal #2 (November 16, 2018), as follows:*

Bulletin Concerning Residency Documentation

As you know, Producers often apply for tax credits available to them under provincial and federal programs. IATSE Local 411 has pledged its cooperation with those Producers to ensure that they receive residency information from IATSE Local 411 members and permittees who work under the Craftservice and Honeywagon Collective Agreement sufficient to meet the requirements for receipt of those tax credits.

On request by a Producer, IATSE Local 411 Craftservice and Honeywagon members and permittees eligible for dispatch are required to provide such documentation.

The Canada Revenue Agency ("CRA") has published new guidelines regarding the documents it deems acceptable to satisfy proof-of-residency requirements in order for a production to qualify for these incentives. Specifically, the Guidelines currently provide that residency may be established by providing a copy of:

1) One of:

- a. A Notice of Assessment (T1) indicating that the individual is a Resident of Canada / the applicable province for the relevant tax year;
- b. A letter from the CRA giving an opinion of the individual's resident status for the relevant years, after the individual has completed a Determination of Residency Status form; or

- c. A long-term (one-year or greater) lease or proof of purchase of a Canadian dwelling with a utility bill or cell phone showing the individual lives at the applicable Canadian address; or
- 2) If none of the documents listed above are available, three of:
- a. The last tax return filed in the country of origin and/or any document filed with the foreign tax authority in which the individual has declared that they are no longer a resident;
 - b. A short-term (less than a year) lease agreement or letter from a landlord supporting a rental agreement;
 - c. A driver's license or vehicle registration (counts as two of the three);
 - d. Document(s) supporting professional association or union membership in Canada; or
 - e. Statements of accounts (for example: bank accounts, retirement savings plans, credit cards, securities accounts) from a Canadian branch of a financial institution.

If a member or permittee is employed through a loan-out corporation, they may be asked to provide to the Producer the loan-out corporation's most recent Notice of Assessment as well as the most recent Schedule 50 indicating whether the loan-out corporation has single or multiple shareholders. If the loan-out corporation is newly-formed and has not yet filed tax returns, the member or permittee may be asked to provide a Shareholder Register.

These Guidelines should be reviewed to ensure that the documents being requested and produced are sufficient to establish residency.

(d) Article Eight (b) – Shifting the Work Week – Amend Article Eight (b) in accordance with CMPA Proposal #3 (November 16, 2018), as follows:

(b) Shifting the Work Week

Once every ~~four~~ (4) three (3) weeks, or more frequently when agreed by the Union and the Producer, the Producer may shift a Member's work week, without incurring extra costs, by doing either of the following:

- (i) – (ii) Status Quo.

[Balance of article Status Quo.]

(e) Article Eighteen (b) – Amend Article Eighteen (b) in accordance with IATSE 411 verbal Counter Proposal (November 20, 2018) to CMPA verbal Revision #1 (November 20, 2018) to CMPA Proposal #5 (November 16, 2018), as follows:

(b) There shall be a ~~three (3)~~ five (5) day probationary period for each Member, during which the Producer, in its sole discretion, may lay-off the Member without further payments or obligations.

(f) Article Twenty-Four – Amend Article Twenty-Four in accordance with CMPA Proposal #7 (November 16, 2018), as follows:

(a) The Agreement shall come into effect ~~January 9, 2017~~ on the latter of January 1, 2019 or the date of full ratification by the Parties, and shall expire on ~~December 31, 2018~~ _____, 20XX, and it shall be automatically renewed from year to year thereafter unless written notice of intention to bargain or amend is given to the other party, within ninety (90) days of the expiry date of the Agreement (or its anniversary).

(b) This Agreement applies to all Productions that open a production office on or after the effective date.

(g) Article A3.06 – Delete Article A3.06 in accordance with CMPA Proposal #8 (November 16, 2018), as follows:

~~**A3.06** Where a Craftsman/Service Provider is required to prepare a “second meal” (also known as a “walking wrap” or a “courtesy meal”) during their shift, they will be paid an additional twenty five dollars (\$25.00).~~

(h) Schedule “F” – Corporate Guarantee – Amend Schedule “F” in accordance with IATSE 411 Counter Proposal #1 (November 21, 2018) to CMPA Proposal #11 (November 20, 2018), as follows:

Corporate Guarantee

RE: “ _____ ”

This letter is to set out the terms of an agreement reached between

_____ (“the “Company”) and
IATSE Local 411 (“Union”). This agreement applies to the production presently entitled
“ _____ ” (the “Production”) to be produced by
_____, (“Producer”).

In consideration of the Union waiving the posting of a performance bond by Producer for the Production, “the Company” guarantees payment to the Union of all present and future debts, liabilities, and obligations due or owing to the Union from or by Producer in connection with the Production that would normally be covered by the posting of a

performance bond pursuant to the collective agreement signed between Producer and the Union and the amendments thereto.

It is agreed that this is a continuing guarantee and will cover and secure any ultimate balance owing to the Union in connection with the Production, which would normally be covered by the posting of a performance bond, but the Union is not obliged to exhaust its recourse against Producer before being entitled to payment by the Company of all and every debt, liability, and obligation of Producer guaranteed herein.

If, at any time, payment of an amount guaranteed herein is in default, the Union shall deliver to the Company a formal demand in writing outlining the specific sum involved and particulars of the default. On receipt of such demand, "the Company" shall forthwith pay to the Union the sum set out in such notice, less any amounts with respect to which there is a bona fide dispute, in which case the Company shall advise the Union of such dispute and provide a written explanation for the Company's position with respect to the subject matter of the bona fide dispute.

If any amounts, other than an amount which is subject to a bona fide dispute, remain in default for more than two (2) business days after the Company has been served with the demand provided for above, the Union shall have the unilateral right to terminate this Agreement and the Producer shall be required to immediately post a performance bond equal to two weeks' minimum scale remuneration for each member or permittee engaged by the Producer to be held in trust by the Union for the protection of its members.

This Agreement forms an amendment to the collective agreement and the amendments thereto signed between the Union and Producer for the Production.

This contract between the Company and the Union will be construed in accordance with the laws of the Province of Ontario and this contract shall be deemed to have been made in Ontario.

Signed and dated this _____ day of , 201__ .

_____ ("the Company") IATSE Local 411

Per: _____ Per: _____
Company Signing Officer Signature IATSE Local 411 Signing Officer Signature

_____ _____
Print Name & Title Print Name & Title

(i) Housekeeping – *The Parties agree to make the following housekeeping changes in accordance with CMPA Housekeeping Proposals (November 16, 2018):*

1. *Update the CMPA's office address.*

2. Article 12(f) – CMPA levy:

- a. Clarify the inability to reduce, waive or otherwise vary the Producer's obligations under this article absent the CMPA's express written consent:
- b. Clarify CMPA's ability to alter its fees during the term of the Agreement.
- c. Capitalize the references to "production".

(f) Pay to the Association, an amount not to exceed one and a half percent (1.5%) of each Member's total wages to a maximum of nine hundred and fifty dollars (\$950) per feature, movie-of-the-week or pilot and two thousand three hundred and seventy-five dollars (\$2,375) per mini-series pProduction or per cycle of a series, plus HST, as an Association levy. The Producer shall forward this payment directly to the Association prior to the completion of the pProduction. During the life of this Agreement, the Association may amend the amounts payable to it as set out in this Article. This Article may not be reduced, waived or otherwise varied without the Association's express written agreement.

- 3. Schedule "D": Amend Bargaining Authorization & Voluntary Recognition Agreement to include fields recording "Production Type", "Platform of Exhibition", and "Budget Tier".

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

Term of 2019-2021 Agreement – Three year term for the renewal Agreement expiring December 31, 2021.

Entered into this 21st day of November 2018.

For IATSE Local 411:



For CMPA:


