

**MEMORANDUM OF AGREEMENT AS OF THIS 26th DAY OF OCTOBER 2018
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 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:

NABET Proposals

(1) General Rate Increase: 3% effective on the effective date of the 2019 – 2021 Agreement; 3% effective January 1, 2020, and 3% effective January 1, 2021.

(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 in accordance with CMPA Counter Proposal #1 (October 25, 2018) to NABET Proposal #UH1 (October 25, 2018), as follows:*

3.4 UNION REPRESENTATION

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.

(b) Article 4 – *Amend the title of article 4 in accordance with NABET Proposal #UH2 (October 25, 2018), as follows:*

Article 4

NON-DISCRIMINATION, VIOLENCE AND HARASSMENT

(c) Article 4.1– *Amend article 4.1 in accordance with CMPA Counter Proposal #1 (October 25, 2018) to NABET Proposal #UH2 (October 25, 2018), as follows:*

4.1 The Producer will not discriminate against any Technicians for anything said, written or done in furtherance of the policies and aims of the Union provided that such communication does not constitute insubordination. Neither the Union nor the Producer will discriminate against any technician because of race, ancestry, colour, ethnic origin, citizenship, creed, disability, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or record of offenses handicap.

(d) Article 4.2 – *Amend article 4.2 in accordance with CMPA Counter Proposal #1 (October 25, 2018) to NABET Proposal #U2 (October 25, 2018), as follows:*

4.2 The Producer shall maintain a working environment which is free from sexual, racial and personal harassment. Harassment is any course of vexatious conduct or comment against a worker in the workplace that is known, or ought reasonably to be known, to be unwelcome.

(e) Articles 4.3 to 4.6 – *Add new articles 4.3 to 4.6 in accordance with CMPA Counter Proposals #1 and 2 (October 25 and 26, 2018) to NABET Proposal #U2 (October 25, 2018), as follows:*

4.3 In accordance with Provincial legislation, Producers are required to have a workplace violence and harassment policy and ensure Technicians are educated on its existence and content. The policy is required to contain definitions of harassment, a procedure for reporting incidents and a procedure for investigating incidents.

4.4 The parties endorse the use of progressive discipline as an alternative to termination, in accordance with Article 7.1

4.5 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.

4.6 Prior to the Producer commencing a formal investigation with respect to a claim of harassment or violence in the workplace, the Producer agrees to notify any Technician who is a claimant, respondent and/or witness with respect to the claim of their right to Union representation. The Union shall not obstruct the investigatory process or the timing thereof.

(f) Article 8.2 – *Amend article 8.2 in accordance with CMPA Counter Proposal #1 (October 25, 2018) to NABET Proposal #UNMI (October 25, 2018), as follows:*

8.2 Each department, in which a Technician is engaged, will have a minimum of one (1) head of department/key. The department heads engaged by the Producer will be responsible for the proper functioning of all classifications within their respective department.

(g) 8.5 – *Amend article 8.5 in accordance with CMPA Counter Proposal #1 (October 26, 2018) to NABET Proposal #UM2 (October 25, 2018), as follows:*

8.5

(a) Status Quo

(b) In all cases it is the Producer's responsibility to provide the materials and/or tools required for the production, as per industry standards.

When a Technician provides materials and/or tools to the Producer that are used in the execution of their duties, the Producer shall provide the Technician with a kit rental remunerated at a negotiated rate. All kits rented by the Producer are the responsibility of the Producer for the duration of the rental period, unless they are removed from the workplace and are not being used for work purposes. Prior to the kit being provided to the Producer, the Technician shall provide the Producer with an itemized list of the contents of the kit. The Producer shall not be responsible for any items not included in such list.

(c) Status Quo

(h) Article 9.7 – Nearby Location – *Amend article 9.7 in accordance with CMPA Counter Proposal #2 (October 26, 2018) to NABET Proposal #UM3 (October 25, 2018), as follows:*

9.7 Nearby Location

(a) – (c) Status Quo

(d) When working at a Nearby Location and the Producer has provided a shuttle service a Technician utilizing that service at wrap shall be considered off the clock provided that the shuttle departs set no more than ~~sixty (60)~~ thirty (30) minutes after the wrap of said Technician.

(e) – (g) Status Quo

(h) When working at a Nearby Location and overnight accommodations are required, the Producer shall provide, in advance, each Technician with meal allowances as follows:

(i) Status Quo

(ii) For each day after accommodations have been provided, meal allowances as follows;

Breakfast \$10.00

Lunch ~~\$15.00~~ \$17.50
Dinner \$25.00

[Balance Status Quo]

(i) – (k) Status Quo

(i) Article 13.10 – *Add new article 13.10 in accordance with CMPA Counter Proposal #1 (October 26, 2018) to NABET Proposal #UM4 (October 25, 2018), as follows:*

13.10 In construction/paint shops there will be at least one (1) Technician trained in basic first aid or equivalent. The Union will train members on an as needed basis so as to ensure the availability of Technicians with such training to signatory productions. For clarity, a Producer shall not be in breach of this article in the event that the Union is unable to provide a Technician with such training.

(j) Article 14.5 – Hiatus – *Amend Article 14.5 in accordance with CMPA Counter Proposal #1 (October 25, 2018) to NABET Proposal #UNM3 (October 25, 2018), as follows:*

14.5 Hiatus

(a) – (e) Status Quo

(f) Any Technician who is required by the Producer to work during the hiatus period, and who does not receive written notice of such requirement at least with less than fourteen (14) calendar days, prior to the start of the hiatus ~~written notice of such requirement~~, will be paid at a minimum of one and one-half (1½) times the basic hourly rate. A copy of this notice will also be provided to the Union at the same time it is issued to the Technician.

(k) Article 14.10 Turnaround – *Amend article 14.10 in accordance with CMPA Comprehensive Revised/Counter Proposal #1 re: Turnaround (October 26, 2018) in response to NABET Proposal #UM5 (October 25, 2018), as follows:*

14.10 Turnaround

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 ~~four (4)~~ six (6) week production period, and with notice provided by the end of the third (3rd) ~~fourth (4th)~~ 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) hours (i.e. turnaround shall be fifty (50) hours);

(ii) over a three (3) day off period by two (2) hours (i.e. turnaround shall be seventy-six (76) hours); or

(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 ~~more than two (2)~~ 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. 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) Appendix D – *The Parties agree to amend Appendix D to add “Unless otherwise specified, a flat (daily or weekly) will be based on 12 or 60 work hours” as the last sentence in the note following the Rate of Pay per week field, in accordance with CMPA Counter Proposal #1 (October 25, 2018) to NABET Proposal #UNM4 (October 25, 2018).*

(m) Appendix F – *Amend Appendix F in accordance with CMPA Counter Proposal #2 (October 26, 2018) to NABET Proposal #UM8 (October 25, 2018), as follows:*

Appendix F – Apprentices

The CMPA and the Union mutually agree that each production becoming signatory to this Agreement shall utilize ~~at least one~~ apprentices, in a category to be determined by the Union, in consultation with the Producer, allocated in the following manner:

On Tier A productions two (2) apprentices will be assigned by the Union.

On Tier B and C productions one (1) apprentice will be assigned by the Union.

Apprentices shall be placed by the Union ~~shall be either a member or permittee member~~ at the Union's discretion, in consultation with the Producer, and shall be placed in concert with predefined departmental training needs (~~i.e. sound, hair, make-up, continuity, dolly grip, special effects departments~~). In no circumstances shall the engagement of apprentices reduce below industry standard the crewing levels in those departments. Apprentices shall not be required to incur overtime. Please see Schedule 2 for applicable rates.

(n) Appendix II – *Delete Appendix II in accordance with NABET Proposal #UNM5 (October 25, 2018).*

(o) Appendix X – *Add a new Appendix X in accordance with CMPA Counter Proposal #1 (October 25, 2018) to NABET Proposal #UH1 (October 25, 2018), as follows:*

Appendix X

Letter of Understanding

The undersigned parties have negotiated a new Agreement for the term XXXX XX, XXXX to XXXX XX, XXXX and agree as follows:

(a) The Women's Representative is a specially trained workplace representative who assists women with concerns such as workplace violence and harassment. This individual acts in adherence with company policies and procedures, and provides support for women seeking workplace and community resources, but is not a counsellor. The Women's Representative may also assist others dealing with similar issues.

(b) The Union will provide the CMPA with an outline of the women's representative 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 women's representative training program contents and the levels of training achieved by the Union on the one year anniversary of this Agreement.

(p) Sound Department (Sound Assistant/Pram Pusher) – *The Parties agree to increase the rates for the Sound Assistant and Pram Pusher classifications to the Labour/Cable rate, in accordance with NABET Proposal #UM7 (October 25, 2018).*

(q) Transport Department (Swamper) – *The Parties agree to add the position of "Swamper" by amending the "Driver/Unit Mover" position in Schedule 2 to "Driver/Unit Mover/Swamper" in accordance with NABET Proposal #UM7 (October 25, 2018).*

(r) Wardrobe Department (Costume Supervisor) – *The Parties agree to add the position of “Costume Supervisor” at a rate equivalent to the Assistant Costume Designer rate in accordance with NABET Proposal #UM7 (October 25, 2018). The Parties further agree that the Costume Supervisor position shall be listed in the first asterisk note in Schedule 2, as follows:*

* 1st Buyer, Cutter, Costume Supervisor, key rate

(s) Set Department (Assistant On-Set Dresser) – *The Parties agree to add the position of “Assistant On-Set Dresser” at a rate equivalent to the Lead Set Dresser rate in accordance with NABET Proposal #UM7 (October 25, 2018). The Parties further agree that the Assistant On-Set Dresser shall be listed fourth in the Sets Department in Schedule 2, immediately below “Set Dec. Buyer”.*

(t) Apprentices – *In accordance with NABET Proposal #UM7 (October 25, 2018), the Parties agree that the rate for Apprentices at tiers D and E shall increase, effective on January 1, 2019 to minimum wage plus the percentage of the agreed to general wage increase. Effective January 1, 2020 and January 1, 2021 the general wage increase shall apply to the Apprentice rate.*

CMPA PROPOSALS

(1) The Parties agree to adjust all Tiers by 3% effective on January 1, 2019.

(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) 12.4 Meal Penalty – *Amend article 12.4 in accordance with NABET Counter Proposal #1 (October 25, 2018) to CMPA Proposal #4 (October 25, 2018), as follows:*

12.4 Meal Penalty

(a) – (b) Status Quo

(c) Any Technician working away from the shooting crew is responsible for determining their own meal periods. For clarity, such Technician shall not incur meal penalties, without prior approval.

(b) 13.X Health and Safety Awareness Training – *Add a new article 13.X in accordance with NABET Counter Proposal #1 (October 25, 2018) to CMPA Proposal #6 (October 25, 2018), as follows:*

13.X Health and Safety Awareness Training

On or before the Technician’s first day worked the Union shall supply the Produce proof that the Technician has successfully completed the Ontario Ministry of Labour’s Health and Safety Awareness training for workers and/or supervisors, as applicable.

(c) **14.4 Shifting the Workweek** – Amend article 14.4 in accordance with CMPA Revision #1 (October 26, 2018) of CMPA Proposal #7 (October 25, 2018), as follows:

14.4 Shifting the Workweek

Once every ~~four (4)~~ three (3) 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

(d) **14.7 and 14.8** – Amend articles 14.7 and 14.8 in accordance with the following:

14.7 Scheduled 6th and 7th Days Worked

(a) Sixth (6th) and seventh (7th) days if worked, must be scheduled twenty-four (24) hours in advance of the required starting time otherwise they shall be considered unscheduled. If such notice is not provided, the Technician shall not be required to work the sixth (6th) or seventh (7th) day.

(b) When a Technician works one of his days off, the Technician shall be paid one and one-half (1½) times his basic hourly rate, with a minimum credit of nine (9) hours. The tenth (10th), eleventh (11th) and twelfth (12th) hours shall be calculated at two (2) times the basic hourly rate. Any work performed in excess of twelve (12) hours shall be paid at three (3) times the basic hourly rate.

(c) When a Technician works on a seventh (7th) consecutive day, the Technician shall be paid two (2) times the basic hourly rate with a minimum credit of nine (9) hours. Any work performed in excess of nine (9) hours shall be paid at three (3) times the basic hourly rate.

~~14.8 Unscheduled 6th and 7th Days Worked~~

~~An unscheduled sixth (6th) or seventh (7th) day worked shall be paid at two (2) times the basic rate with a minimum credit of nine (9) hours. Any work performed in excess of nine (9) hours shall be paid at three (3) times the basic hourly rate.~~

Recap

HOURS	1ST DAY OFF WORKED	2ND DAY OFF WORKED
0 – 9	1 ½ x basic hourly rate	2 x basic hourly rate
10, 11 & 12	2 x basic hourly rate	3 x basic hourly rate
Over 12	3 x basic hourly rate	3 x basic hourly rate
Unscheduled 0 – 9	2 x basic hourly rate	2 x basic hourly rate
Unscheduled over 9	3 x basic hourly rate	3 x basic hourly rate

(e) 15.2 – Amend article 15.2 in accordance with CMPA Revision #1 (October 26, 2018) of CMPA Proposal #10 (October 25, 2018), as follows:

Each Technician shall be paid for any work performed no later than the fifth (5th) day in the week following the week in which the hours were worked.

(a) In the event of late payment by the Producer, a penalty of two percent (2%) per day of the gross wages shall be paid to the Technician and such penalty shall be added to the next weeks' wages, or if none, by separate payment. In the case of a missing cheque, the penalty will commence forty-eight (48) hours after the Producer has been notified of the missing cheque. This provision shall not apply in the following circumstances:

(i) where the Producer has filed with the Union a bona fide dispute relating to the wages payable; or

(ii) where normal methods of payment are interrupted (e.g. computer server malfunctions, mail strikes, power outages, etc.).

(b) Status Quo

(f) 16.6 Residency Documentation – In accordance with CMPA Revision #2 (October 26, 2018) of CMPA Proposal #11 (October 25, 2018), delete existing article 16.6 and replace it with the following:

16.6 Residency Documentation

On or before their first day worked on a production, a Technician shall provide Canadian and Provincial residency information sufficient to ensure that the Producer is eligible to receive applicable federal and provincial incentives including tax credits and grants. Such information shall be held in compliance with all applicable privacy legislation and shall be kept confidential, except to the extent necessary to obtain applicable federal and provincial incentives.

The Producer shall provide the Union with its particular residency documentation requirements, and shall notify the Union in the event of any changes to these requirements.

The residency documentation required by the Producer may include, but is not limited to:

- (a) A declaration of residency, including Canadian citizenship or permanent residence status;
- (b) A Canadian Provincial Driver's License or Canadian Provincial Identification Document or Card;
- (c) CAVCO Personnel Identification; and
- (d) One or more of the following documents:
 - (i) Notice of Assessment;

- (ii) Letter from the CRA giving an opinion on the Technician's residency status;
- (iii) Mortgage, rental or lease agreement with rent receipts;
- (iv) Copy of the last income tax return filed in the Technician's country of origin and/or documents filed with the foreign tax authority in which the Technician has declared they are no longer resident;
- (v) Utility bills;
- (vi) Property tax notice;
- (vii) Motor vehicle registration;
- (viii) Documents evincing membership in a professional association or union in Canada; and
- (ix) Statement of accounts from a Canadian branch of a financial institution.

Technicians engaged through a Loan-Out Corporation may also be asked to provide to the Producer the Loan-Out Corporation's most recent Notice of Assessment and the most recent Schedule 50 indicating whether the Loan-Out Corporation has single or multiple shareholders. Newly-formed Loan-Out Corporations that have not yet filed tax returns may be asked to provide a Shareholder Register.

The Producer may require any additional or alternative documents approved or required by any relevant taxing authority to determine eligibility for tax credits and grants without any need for further negotiation.

Should the Technician fail to furnish appropriate residency information consistent with this article 16.6, the Technician shall have ten (10) business days within which to provide the required information to the Producer. Should the Technician fail to do so within that time period, the Producer may terminate that Technician for just and reasonable cause pursuant to Article 7.1.

(g) 16.8 – *Amend Article 16.8 in accordance with CMPA Proposal #12 (October 25, 2018), as follows:*

16.8 Prior to the first day of principal photography, the Producer shall provide an executed copy of Appendix G along with a top sheet of the full production budget and have same delivered to the NABET 700-M UNIFOR business office. The Union shall provide a copy of the same, along with a copy of the Voluntary Recognition Agreement to the CMPA. Copies of the Budget Certification provided to the Union and the CMPA are to be strictly confidential between the Producer, the Union and the CMPA. The information contained in this document is not to be released by the Union or the CMPA to any other persons, without the Producer's express written consent.

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

- (i) Update the CMPA's office address;
- (ii) 11.9 – *CMPA Levy and NABET Dues:*

- 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 at its sole discretion.*
- c. *Add new article 3.1(d) as follows:*

The Union may amend the dues percentage or maximum, in which case deductions and remittances shall be made in accordance with such alterations, provided that the Union bears sole responsibility for obtaining the Technicians' authorization to such change. The Union agrees to assume liability for and to indemnify and hold harmless the Producer from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, expenses (including, without limitation, legal fees and expenses), and damages of any kind or nature whatsoever imposed upon, incurred by, or asserted against the Producer as a result of or arising directly or indirectly out of the Producer's making and remitting such dues.

- (iii) *Appendix G: Amend Budget Certification to include fields recording "Production Type" and "Platform of Exhibition."*
- (iv) *Amend Appendix B, as follows:*

Boat Rocker Media
Breakthrough Entertainment
 Copperheart Entertainment
DHX Media Ltd.
 Entertainment One
~~Epitome Pictures Inc.~~
 Fresh TV Inc.
 Muse Entertainment Enterprises Inc.
 Prodigy Pictures Inc.
Pier 21 Films Ltd.
 Rhombus Media Inc.
~~S&S Productions Inc.~~
~~Screen Door Inc.~~
 Serendipity Point Films
 Sienna Films
 Shaftesbury Films
 Temple Street Productions

Whizbang Films Inc.

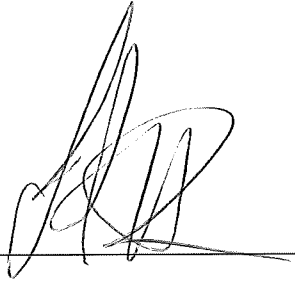
All Corresponding Changes – *The Parties agree to make all corresponding changes necessary to give effect to the agreed to Proposals listed herein.*

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

Entered into this 26th day of October 2018.

For NABET, 700-M - Unifor:





For CMPA:

