



**unifor**  
**NABET 700-M**

Ontario Film, Television & New Media Technicians

*WORKING IN COLLECTIVE AGREEMENT WITH*

**CMPA**



Canadian Media  
Producers Association

**2022-2024**

## COLLECTIVE AGREEMENT

Between:

**NABET 700-M UNIFOR**

Having its office within the Province of Ontario at:

**100 Lombard St., Suite 303  
Toronto, Ontario M5C 1M3  
Ph# 416-536-4827**

(Hereinafter referred to as the "Union")

And:

**CANADIAN MEDIA PRODUCERS ASSOCIATION**

Having its office within the Province of Ontario at:

**1 Toronto St. Suite 702  
Toronto, Ontario M5C 2V6  
Ph# 416-304-0280**

(Hereinafter referred to as the "CMPA")

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## ARTICLE 1 RECOGNITION

- 1.1(a) THE CANADIAN MEDIA PRODUCERS ASSOCIATION hereinafter referred to as “CMPA”, agrees to recognize NABET 700-M UNIFOR hereinafter referred to as “The Union”, as the sole and exclusive bargaining agent on a project by project basis as per Appendix A for all Technicians engaged by a Motion Picture or Television production, in the Province of Ontario, working under the terms and conditions of this Agreement, and who work in the classifications listed in Schedule 2. There shall be no sub-contracting or transfer of work from the Union jurisdiction.
- (b) For greater clarity, the CMPA is a trade association of film, television and interactive media Producers. Wherever this Agreement refers to CMPA members or Producers they are one and the same. Wherever this Agreement refers to the CMPA or the Association they are one and the same.
- (c) The CMPA and the Union recognize that any Producer may voluntarily adhere to this Agreement on a non-precedential, project by project basis. Producers who choose to voluntarily adhere to this Agreement will not be prejudiced in any way with respect to any future project or in any legal proceeding before the Ontario Labour Relations Board other than those relevant to such voluntary adherence.
- 1.2 The Union will supply the CMPA and any of its members signatory to this Agreement with a current list of Union members. Signatory Producers will give Union members first opportunity of engagement before calling for other Technicians, provided such member can perform the duties required and are available for the complete time required. Prior to engaging a non-member Technician the Producer agrees to adhere to the procedures as outlined in Article 1.4 herein.
- 1.3 Should the Union be unable to supply the Producer with personnel in any specific instance as required in Article 1.2, the Producer shall be at liberty to make such arrangements, for that specific instance, as it deems necessary subject to procedures as outlined in Article 1.4 herein. However, all persons engaged by the Producer shall be covered by all provisions of this Agreement and accordingly shall be required to pay the Union dues/permit fees as prescribed in Article 3.1.
- 1.4 When the Union is unable to provide a qualified Technician for a specific position, prior to engaging a non-member, whether locally or from out of Province/Country, the Producer will submit to the Union in writing a permit request in the form of Appendix E attached. The Union will be allowed a minimum of forty-eight (48) hours in which to verify no qualified member is available for such position. Should an accredited Union member be available, the Producer must justify to the Union's satisfaction that such person is not appropriate for the job.
- 1.5 The Producer will provide the Union with a list of all Technicians engaged on a production on a weekly basis.
- 1.6 The CMPA and the Union agree to negotiate for rates of pay with respect to any new Technician whose classification(s) and rate(s) of pay are not already defined under the terms of this Agreement.
- 1.7 The Union shall not enter into separate negotiations or collective agreements with any member Producer.
- 1.8 Notwithstanding the requirements of Article 1.7 above, the Union may, on a project-by-project basis, amend the terms and conditions of this Collective Agreement with any Producer including multi-production arrangements provided that the CMPA is notified of any arrangements immediately upon completion of such.
- 1.9 Except by prior agreement with the Union, the CMPA shall not enter into any agreement with any technical union on aggregate terms which are more favorable than those set out in this Agreement.

- 1.10 The signatory Producer may request certain modifications to the terms and conditions contained in this Agreement that are specific to the production. Any request(s) must be in writing and submitted to the Union prior to the commencement of principal photography. The Union agrees to consider the request(s) for modifications and will make reasonable efforts to respond to the Producer within three (3) business days of receipt of the request(s). Any such agreement shall be by Letter of Understanding with a copy to the Producer and the CMAA and may be for one (1) production, for a type of production or for a specific period of time.
- 1.11 Where the Union or the CMAA wishes to enter into negotiations to modify this Agreement with respect to alternate production centres, the parties will meet to negotiate and bargain, in good faith, modification to this Agreement applicable to such locations.

## **ARTICLE 2 PRODUCER RIGHTS**

- 2.1 Except to the extent specifically modified by this Agreement, all rights of management are reserved by the Producer. The rights reserved to the Producer herein are subject to the provisions of this Agreement and shall be exercised in a manner consistent with them. The Producer shall exercise its rights in a manner that is correct, fair and reasonable. Without limitation, the Producer's rights shall include:
- (a) the right to maintain efficiency and order, and to discipline and discharge Technicians in accordance with this Agreement; and
  - (b) the right to select, engage, classify and lay-off Technicians; the right to establish the methods and means of production, including determining qualification of Technicians, the hours and dates the Technicians are required; and the location and standards of performance; methods used to ensure security of the Producer's property; however, the Producer shall not demote Technicians as a disciplinary measure nor require any Technician to retire on the grounds of age.

The Producer has the right to make and publish rules that are reasonable provided they are not inconsistent with this Agreement or any laws of any jurisdiction in which work is done under this Agreement. Any Producer's rules that are not included in the deal memo will be provided to the Union.

## **ARTICLE 3 UNION RIGHTS**

### **3.1 DUES CHECK-OFF**

- (a) The Producer shall deduct working dues, as levied by the Union, from the pay of all Technicians engaged by the Producer, who are members of the Union. The current working dues for such Technicians is equal to two percent (2%) of gross earnings (including vacation pay) to a maximum of five hundred dollars (\$500.00) per calendar year.
- (b) The Producer shall deduct union dues and/or permit fees, as levied by the Union, from the pay of all Technicians engaged by the Producer, who are not on the list of Union members as published by the Union. The current dues/permit fees, for such Technician is equal to seven percent (7%) of gross earnings (including vacation pay).
- (c) The Producer will remit the monies so deducted, as outlined in Article 3.1(a) and (b) above, to the Union within seven (7) days following the earning of such monies. When remitting such dues the Producer shall name the Technicians from whom such deductions have been made and indicate the respective amounts deducted. Said deductions shall be sent to the Local Union office in Toronto, Ontario.

- (d) 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 for 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, judgements, 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.

### 3.2 SECURITY FOR WAGES

- (a) As security against wages, permit fees and/or any other financial liabilities, the Producer shall provide the Union with an amount not less than twenty-five thousand dollars (\$25,000.00) and not more than the approximate equivalent of two (2) weeks payroll for all Technicians engaged within the categories listed in Schedule 2 herein. The Union shall hold such monies in a financially responsible manner. Such guarantee shall remain in place until the Producer or any subsidiaries of the Producer have fulfilled all financial liabilities to the Union and its members. Such guarantee must be posted with the Union not later than three (3) calendar weeks prior to commencement of principal photography of any production operating according to the terms and conditions of this agreement. The Union shall return such guarantee or any unclaimed portion thereof, within thirty (30) days of the Union receiving and satisfying itself that the Producer has met all financial obligations as above.
- (b) Notwithstanding Article 3.2 (a) above, as security against wages, permit fees and/or any other financial liabilities, Producers listed in Appendix B may provide the Union with either of the following:
  - (i) a corporate letter of guarantee in the form provided in Appendix C on a production-by-production basis, or;
  - (ii) a cash bond of fifteen thousand dollars (\$15,000.00) on a production-by-production basis, or;
  - (iii) a floating cash bond of twenty thousand dollars (\$20,000.00) with interest flowing back to the Producer.

Upon thirty (30) days written notice to a specific Producer and the CMPA, with reason given the Union may at its discretion remove such Producer from Appendix B. Throughout the life of this agreement the CMPA and the Union may agree to add Producers to Appendix B. Where applicable, the Union shall return such guarantee or any unclaimed portion thereof, within thirty (30) days of the Union receiving and satisfying itself that the Producer has met all financial obligations as above. In the case of a dispute as to payment, the Union may retain the equivalent of the amount in the dispute until the matter is resolved.

- 3.3 It shall not be considered a breach of this Agreement for the Union to withhold services of Technicians in those circumstances where the security outlined in Article 3.2 (a) or (b) has not been provided by a Producer prior to the first day of principal photography.

### 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.

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.

- 3.5 The department head engaged by the Producer shall report any problem that arises while on the job involving clarification or application of the provisions of this Agreement to the crew representative who shall discuss the problem with the Producer's representative, and advise the Union in a timely manner.
- 3.6 If a mutually satisfactory solution is not reached on the day that a problem arises, then the Producer's representative, and/or the crew representative or his/her designee shall contact the Union's local office for further discussion as outlined in the grievance procedure in Article 6.

**3.7 UNION ACCESS TO PREMISES**

The Producer shall permit authorized Union representatives access to all working areas of the Producer's operations which are within the jurisdiction of the Union. Such access will not delay or disrupt production.

## **ARTICLE 4 NON-DISCRIMINATION, VIOLENCE AND HARASSMENT**

- 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.
- 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.
- 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. Where the Producer has an equity, diversity, and inclusion policy, the Producer shall provide the policy to all Technicians covered by this Agreement.
- 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.

## **ARTICLE 5 NO STRIKE**

- 5.1 There shall be no strikes or lockouts during the term of this Agreement.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

- 6.1 The Union acknowledges the principle of “work now and grieve later” and as such the existence of a grievance or dispute will not disrupt production.
- 6.2 In the event that any grievance or dispute should arise between the CMPA and the Union, or between the Producer and the Union or between the Producer and any Technician under this Agreement, concerning the interpretation or violation of this Agreement, it shall be considered a grievance and shall be settled in accordance with the following procedures. The grieving party shall have thirty (30) days from the date on which the party becomes aware, or ought to have become aware, of the act or omission giving rise to the dispute to initiate a grievance. In order to be deemed a grievance, the dispute must be submitted in writing to the other parties within the allotted thirty (30) day time period.
- 6.3 The grievance shall be discussed by the Producer, or the Producer's duly authorized representative, the CMPA and a representative of the Union within five (5) working days after the grievance has been brought to the attention of the Producer. When any Technician is called upon to attend a meeting endeavoring to settle such dispute or disagreement, it is understood that during this period the Technician will not suffer the loss of their normal wage.
- 6.4 In the event that the representative of the Producer or the CMPA and the Union cannot reach an agreement, the dispute may, by written notice of any party to the other party, be submitted to final and binding arbitration. Such notice must be made within ten (10) days (or in the case of payroll disputes within ninety (90) days) of the facts giving rise to the dispute coming to the attention of the aggrieved party, or the matter shall be considered resolved. The parties, who shall include the CMPA, the Producer and the Union, shall within ten (10) days of the sending of the notice requesting arbitration select a mutually acceptable arbitrator. If the parties are unable to agree on the selection of an arbitrator within these ten (10) days, the Provincial Minister of Labour shall be requested to appoint the arbitrator.

The cost and/or expenses of such arbitration shall be borne equally by the Producer or CMPA and the Union, except that no party shall be obligated to pay the cost of a stenographic transcript without express consent of the other party.

The final written decision or award of the arbitrator shall be made as soon as practicable after submission of the grievance or dispute to the arbitrator. The parties agree that such final decision or award shall be binding on each of the parties to this Agreement, and they will comply within five (5) days of the arbitration award subject to such decisions, rules or regulations as any Provincial agency having jurisdiction may impose. Each party hereto will bear its own expense in carrying out the provisions of this Article and the aggrieved parties will share equally in the expenses of the third-party arbitrator.

In no event shall the arbitrator modify or amend any provision of this Agreement. In determining any grievance arising out of discharge or other discipline, the arbitrator may dispose of the claim by affirming the Producer's actions and dismissing the grievance or by setting aside the disciplinary action involved with or without compensation and such other manner as may in the opinion of the arbitrator be justified.

- 6.5 If either the Union or CMPA considers that this Agreement is being misunderstood, misinterpreted or violated in any respect by the other party, the matter will be put in the form of a policy grievance and discussed between representatives of the CMPA and the Union. If not satisfactorily settled within thirty (30) days of the matter first coming to the attention of the aggrieved party, either party may refer the matter to arbitration as a policy grievance in accordance with Article 6.4. A matter not referred to arbitration in this time shall be considered resolved.



- 6.6 Any time limits prescribed in this article may be extended by mutual agreement of the parties to the grievance.

## **ARTICLE 7 DISMISSALS**

- 7.1 The Producer shall have the right to terminate a Technician's engagement for just and sufficient cause, provided that the Technician shall be replaced by another qualified Union member. The Union shall be given notice promptly in writing of such action and the reason(s) for such action. If the Union believes such action to be unjustified the matter shall be considered a grievance and shall be handled as per Article 6. In no event shall any such action result in shortening the total crew workforce. The parties agree that the principles of progressive discipline shall be utilized when appropriate.
- 7.2 The Producer, when requested by the Union, shall be required to state their various reasons in writing when refusing to utilize the services of an available Technician who is qualified in the requested category.
- 7.3 Any Technician engaged on a weekly basis, shall provide the Producer with at least one (1) week's written notice prior to terminating their engagement. Similarly, any Technician engaged on a weekly basis shall receive at least one (1) week's written notice, not including an unpaid hiatus period, or one (1) week's pay in lieu of notice, should such engagement be terminated, without just cause, prior to the agreed terminal date. Any Technician engaged on a weekly basis who has been engaged on a production in excess of sixty (60) days shall provide the Producer with at least two (2) weeks written notice prior to terminating the engagement. A Producer may terminate a Technician engaged on a weekly basis who has been engaged in a production in excess of sixty (60) days by providing at least two (2) weeks notice, not including an unpaid hiatus period, or two (2) weeks pay in lieu of notice should such engagement be terminated, without just cause, prior to the agreed terminal date. A copy of all written notices outlined in this Article shall also be provided to the Union at the time such is issued.
- 7.4 Technicians who, without cause, leave a production without providing the required notice will be subject to discipline. Any grievance resulting from the violation of this article shall result in the Union referring the matter directly to its disciplinary process as outlined in the Union's constitution.
- 7.5 If the making of a program is prevented or interrupted by reason of a labour dispute, then the Producer may either cancel work on the program or make suitable arrangement with Union members and the Union to allow for the completion of the program. If the program is canceled, then the Producer shall pay to the Union all remittances and to each Union member all gross remuneration and expenses outstanding to the date of cancellation.

### **7.6 FORCE MAJEURE**

- (a) If a production is prevented or interrupted by reason of:

- (i) natural causes, such as acts of God, fire earthquake, hurricane, and floods; or
- (ii) emergency governmental regulation or order; or
- (iii) riot, war; or
- (iv) such other cause beyond the reasonable control of the Producer.

the minimum guarantee provided for that current week shall be reduced to the extent necessitated by such contingency.

- (b) In such circumstances, the Producer shall furnish a statement in writing to the Union as to the reason for the force majeure. If the Union believes the force majeure declaration to be unjust or unreasonable, it may file a grievance with respect to the declaration under the grievance procedure in Article 6 of this Agreement.

## **ARTICLE 8 EMPLOYMENT CONDITIONS**

- 8.1 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.
- 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.
- 8.3 The respective department heads engaged by the Producer shall be responsible for setting up and wrapping materials and equipment used by their department, the striking and removal of sets and construction and the disposal of all set pieces/wardrobe through set sales which occur within two (2) weeks of the conclusion of principal photography. The department heads, in turn, are responsible to the production manager.
- 8.4 Any Technician engaged under this Agreement is prohibited from obtaining the Commercial Vehicle Operator's Registration (CVOR) certificate or the Electrical Safety Authority's (ESA) electrical inspection notification (permit) on behalf of the Producer.
- 8.5(a) The Producer shall not require a prospective Technician to perform any work as a prior condition to the Technician's engagement or to furnish the Technician's own equipment, material and/or working space. However, a Technician may furnish equipment, materials and/or working space provided that the Technician is remunerated for these services at a negotiated rental rate. This shall not preclude a prospective Technician from demonstrating the Technician's ability or equipment.
- (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) Notwithstanding the foregoing, it is agreed that equipment rentals, other than kit rentals, made by an individual engaged under this Agreement are matters of contract that fall outside of the scope of this Agreement and, as such are between the individual and the Producer and do not involve either the Union or the Association.
- 8.6 Technicians shall not be required to work more than sixteen (16) hours. Any Technician operating a motor vehicle shall comply with Ontario Ministry of Transportation requirements.
- 8.7 There shall be no split shift calls. There shall be no scheduled call back.
- 8.8 On any production that a Technician has incurred both turnaround and excessive overtime the Technician shall, upon request, receive a taxi chit.

## **ARTICLE 9**

### **LOCATIONS, TRAVEL EXPENSES & TRANSPORTATION**

#### **9.1 STUDIO ZONE**

- (a) The studio zone shall consist of the following boundaries: (see Appendix H)

West:	Winston Churchill Blvd. (#19)
North:	Hwy #7 – Major Mackenzie Dr. (#25) – 7 <sup>th</sup> Concession Rd.
East:	Lake Ridge Rd. (#23)
South:	The Shoreline,

and shall include the Kleinburg Studios.

- (b) When the Producer films on the Toronto Island, call time shall be on set. Transportation back to the Toronto Island Ferry Terminal at the end of the Technician's workday shall be paid as part of the workday, in conjunction with Article 9.7 (b) (i). If the Producer provides transportation back to the designated drop off spot, not more than six (6) minutes after the end of the Technician's workday, wrap shall be on set.

- 9.2 Technicians shall not be credited for time or expenses incurred in reporting to and from work within the boundaries of the studio zone. Technicians shall be credited with all time used thereafter during their workday including travel between studios and/or locations and other assignments in which traveling is authorized.

- 9.3 Travel time payments shall be calculated based on the applicable tier level, as outlined in Schedule 1.

Tier A and Tier B	Travel time shall not exceed two (2) times the basic hourly rate
Tier C and Tier D	Travel time shall not exceed one and one half (1½) times the basic hourly rate
Tier E	Travel time shall not exceed one (1) time the basic hourly rate

- 9.4 The Producer shall reimburse each Technician for all necessary traveling and other expenses when the Producer authorizes such travel in accordance with this Article.

- 9.5 In the event that a Technician is required to work outside the studio zone, prior to production the Union Business Manager/Business Agent and the Producer will determine whether such work shall operate according to the terms and conditions of Article 9.7 or Article 9.8.

- 9.6 All travel will be calculated in six (6) minute increments.

#### **9.7 NEARBY LOCATION**

- (a) A Nearby Location will be a location that falls 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) (i) When working at a Nearby Location, transportation time from the edge of the studio zone to a location and from such location back to the edge of the studio zone will be paid as part of the workday and subject to all premiums, penalties, turnaround and overtime payments, with the exception of Article 9.7 (d) and 9.8 (k).

(ii) Notwithstanding Article 9.7(b)(i), for productions working in the former Hamilton/Wentworth Incentive Zone travel at the top of the day will not affect the calculation of when a Technician goes into meal penalty. For clarity, for productions working in the former Hamilton/Wentworth Incentive Zone, meal penalties will be calculated from the Technician's call time on set.

- (c) When working at a Nearby Location the Producer shall provide shuttle service between its base of operations or an agreed upon site as determined by the Union Business Agent and the production manager within the studio zone and the location.
- (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 thirty (30) minutes after the wrap of said Technician.
- (e) When the Producer has provided a shuttle, the Technician shall be picked up and dropped off in a well-lit area. Upon request, the Technician shall receive an escort to his/her vehicle.
- (f) When any workday at a Nearby Location is 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.
- (g) When working at a Nearby Location and overnight accommodations are not required the provisions of Article 12.6 shall apply.
- (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) For the first night of accommodations, a dinner allowance as follows, and;
  - (ii) For each day after accommodations have been provided, meal allowances as follows;

Breakfast	\$10.00
Lunch	\$17.50
Dinner	\$25.00

When the Producer provides a hot meal of equal value, the above corresponding meal allowance(s) shall not be paid. The supplied meals will meet with the approval of the Business Manager/Business Agent who may at any time request to see receipts to ensure the cost of said meals is equivalent to that of the meal allowances.

- (i) When the Producer provides overnight accommodations according to Article 9.7(f), call and wrap times shall be at set provided that the set location and accommodations are within twenty-four (24) minutes of each other. Otherwise, call and wrap times shall be at the twenty-four (24) minute mark from the accommodations to and from the set as agreed upon by and between the Union Business Manager/Business Agent and the Producer.
- (j) When overnight accommodations according to Article 9.7(f) are not required, turnaround shall be eleven (11) hours on each night of work at a Nearby Location. When overnight accommodations are provided, regular turnaround provisions according to Article 14.9 shall apply.
- (k) When overnight accommodations according to Article 9.7(f) are not required on the last day of the workweek and two days off follow, turnaround will be 48 + 7 hours. In the same circumstance with one day off, turnaround will be 24 + 11 hours. See also Article 14.9.

## 9.8 DISTANT LOCATION

- (a) A Distant Location is any work location that is situated a one (1) hour drive or more from the edge of the studio zone.
- (b) Technicians on Distant Location assignments shall receive single occupancy, first class accommodation equivalent to CAA or AAA standards at Producer's expense.
- (c) Technicians on Distant Location assignments shall receive a per diem allowance of sixty-two dollars and fifty cents (\$62.50) to cover the cost of meals and miscellaneous expenses for each twenty-four (24) hour period. The per diem shall be increased to sixty-seven dollars and fifty cents (\$67.50) per day when on Distant Location assignments in excess of seven (7) calendar days. When assigned outside of Canada per diems shall be sixty-seven dollars and fifty cents (\$67.50) per day paid in U.S.A. funds. Where exceptional conditions require higher per diems than those contained herein, the Producer will provide an additional amount based on conditions at the location concerned.
- (d) When the Producer provides a hot meal of equal value to the corresponding meal allowance(s) portion according to Article 9.7 (h), such amount shall be deducted from the Distant Location per diem. Where there exists any concern over the quality/equivalent value of the provided meals, the Producer and the Business Manager/Agent shall meet to affect a solution. If they are unable to resolve the matter then it may be referred to grievance in accordance with Article 6.
- (e) Per Diem allowances shall be in addition to the following allowable expenses:
  - (i) The cost of first class transportation (economy airfare), including sleeping accommodation on a train and when applicable, automobile mileage allowance.
  - (ii) The cost of taxi/air limousine service between residence and station or airport at point of departure and return; and between station or airport and hotel, at point of destination.
  - (iii) The cost of vehicles for the transport of equipment.
  - (iv) The cost of long distance telephone and/ or facsimile and/or email required for Producer's business.
  - (v) The cost of laundry on distant location assignments in excess of five (5) days.
  - (vi) The cost of the first five (5) minutes of a telephone call to home base on the first day and every five (5) days thereafter.
- (f) An advance to cover the estimated per diem costs and allowable expenses will be given to Technicians before departure.
- (g) All travel time for Distant Location assignments, including transfers, shall be paid as working time and be computed as follows:
  - (i) From the scheduled time of the carrier's departure
  - (ii) From the assigned hour of departure from the edge of the studio zone closest to the location.
  - (iii) From the assigned hour of departure and arrival at the technician's lodging when using overnight accommodation.
- (h) When traveling to a Distant Location, travel time ends upon arrival at the established temporary residence and after all equipment is stored and the Technician is relieved of all duties to the Producer.
- (i) Travel time credits for the return journey under the above conditions will be computed in the same manner.

- (j) When shooting at a Distant Location and accommodation is provided, call and wrap times shall be at set provided that set location and accommodations are within twenty-four (24) minutes of each other. Otherwise, call and wrap times shall be at the twenty-four (24) minute mark from the accommodations to and from set as agreed upon by and between the Union Business Manager/Agent and the Producer.

(k) **TRAVEL DAY**

A travel day for locations outside of the studio zone will be considered part of the regular workweek and paid according to Article 14 of this Agreement. On any day of the workweek (including 6<sup>th</sup>, 7<sup>th</sup> and Holidays) on which a Technician travels only, the Technician shall receive four (4) hours pay at the Technician's regular straight-time rate, or pay for actual time spent traveling, whichever is greater, but in no event more than nine (9) hours pay at straight time, per twenty-four (24) hour period. Travel only days shall not be considered workdays for the purposes of calculating overtime or weekend turnaround provisions. Daily turnaround applies on travel only days, as per Article 14.9.

9.9 **TRANSPORTATION**

Transportation for the purpose of this Agreement shall be defined as the conveying of the Technician(s), their luggage and equipment from one place to another whether by airplane, train, bus, ship or car.

9.10 **TRAVEL INSURANCE**

All transportation shall be first class (economy air), including sleeping accommodation on a train, and all associated costs shall be paid for by the Producer, including the cost of at least a one hundred thousand dollars (\$100,000.00 CDN) travel accident insurance policy when the assignment is outside of Canada.

9.11 **USE OF PERSONAL VEHICLES**

- (a) It is expressly agreed that the use of a Technician's car in executing the business of the Producer is not compulsory, and the Technician may at their own discretion decline to do so. Technicians shall be reimbursed at the rate of thirty-five (35) cents per kilometer, for the use of their vehicles. Alternatively, the Producer may elect to provide the Technician with a flat rate of thirty-five dollars (\$35.00) per day, plus all gas expenses, as supported by verifiable receipts, incurred for work related purposes.
- (b) Each Technician agreeing to use their own vehicle for work-related purposes shall arrange for adequate insurance coverage of not less than one million dollars (\$1,000,000.00) for business and/or commercial purposes before using such personal vehicle for such purpose and shall provide evidence of such coverage to the Producer, if requested. Such insurance coverage shall be at the expense of the Technician.

9.12 **USE OF PRODUCTION VEHICLES**

- (a) The Producer agrees to maintain adequate liability insurance on all vehicles owned or rented by the Producer which it requires any Technician to drive. Notwithstanding the foregoing, any proven negligence involving a production motor vehicle may result in immediate termination with cause at the Producer's discretion.
- (b) Any Technician who is driving a production vehicle shall provide, upon request by the Producer, a copy of their valid driver's license or operating license prior to the commencement of work. Additionally, each Technician shall provide to the Union, on an annual basis, a copy of their driver's abstract which the Producer may request, through the Union. Should the Producer require a more current driver's abstract it shall be at the expense of the Producer.
- (c) All tickets for moving and/or standing violations and unauthorized toll charges incurred by the Technician shall be the responsibility of the Technician. It is the responsibility of the Producer to

ensure that within five (5) days of the return of the vehicle that there are no outstanding violations or charges.

- (d) The damage caused to production vehicles as a result of a Technician's negligence shall be the responsibility of the Technician.

## **ARTICLE 10 CREDITS**

- 10.1 The official NABET 700-M UNIFOR seal must appear on all productions produced according to the terms and conditions of this Agreement.
- 10.2 The official CMPA logo should appear on all productions produced according to the terms and conditions of this Agreement.
- 10.3 The Producer shall make reasonable efforts to give screen credits to all department heads.
  - (a) Any department head or key may negotiate their screen credit at the time of signing a deal memorandum.
  - (b) Notwithstanding any credit individually negotiated; in the case of theatrical motion pictures for theatrical distribution all department heads, keys, first assistants shall receive screen credit in their category in accordance with standard industry practice.
  - (c) In the case of television motion pictures or television series, screen credits will be given in accordance with network standards.
  - (d) The Technician has the right to refuse screen credit if so desired.
- 10.4 Upon request, the Producer will make available and without cost to the Union (after air/release date) a copy of the completed work in DVD format, when available, or other mutually agreeable format, for the exclusive purpose of in-house promotion.

## **ARTICLE 11 PAID HOLIDAYS, VACATION PAY & FRINGES**

- 11.1 The following ten (10) days are paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday (1 <sup>st</sup> Monday in Aug.)	

Plus any day duly acclaimed by Federal, Provincial or Municipal authority as a public holiday. In the event that said paid holidays shall fall on a scheduled day off, the regular workday immediately following shall be deemed the day celebrated.

- 11.2 **STATUTORY HOLIDAYS NOT WORKED**

On holidays not worked the following sub-paragraphs shall apply:

- (a) Any Technician engaged by the Producer who works the Producer's regularly scheduled day before and day after an observed statutory holiday shall receive holiday pay.

- (b) A holiday not worked shall be considered a regular work day for the purposes of calculating sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day premiums, except where a work week shift occurs on the first day proceeding or following a holiday.
- (c) Where a holiday falls within a scheduled hiatus, the holiday shall be considered not worked not paid.
- (d) Upon written request to the Union (for location requirements only), the Producer may be permitted to shift observance for a public holiday outlined in Article 11.1 provided that any daily Technician engaged who works the calendar holiday shall be paid pursuant to Article 11.3.

### 11.3 STATUTORY HOLIDAYS WORKED

On holidays when work is performed, the minimum call will be nine (9) hours and any work performed up to nine (9) hours is to be computed at two and one-half (2½) times the basic hourly rate. All work performed in excess of nine (9) hours shall be computed at three (3) times the basic hourly rate.

- 11.4 If a holiday falls on a sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day worked, all work performed on the holiday shall be computed at three (3) times the basic hourly rate.

### 11.5 VACATION PAY

- (a) The Producer shall pay each Technician four percent (4%) of his/her gross earnings, weekly, in lieu of vacation pay.
- (b) Gross pay is inclusive of vacation pay.

### 11.6 GROUP RETIREMENT SAVINGS PLAN

- (a) The Producer shall remit weekly, directly to the Union, a percentage of the Technician's gross wages, based on the applicable tier level of the production, as set out Schedule 1.
- (b) The Producer shall deduct a percentage of the Technician's gross wages, based on the applicable tier level of the production, as set out in Schedule 1, as retirement benefits.
- (c) The Producer shall process these payments with the regular payroll and remit the monies directly to the Union within seven (7) days.

### 11.7 HEALTH AND WELFARE FUND

- (a) The Producer shall contribute a percentage of each bargaining unit Technician's gross wages to the Union's Health and Welfare Fund, based on the applicable tier level of the production, as set out in Schedule 1.
- (b) The Producer shall process these payments with the regular payroll and remit the monies directly to the Union within seven (7) days.

### 11.8 ADMINISTRATION AND TRAINING FUND

- (a) The Producer shall remit a percentage based on the applicable tier level of the production, as set out in Schedule 1. Gross pay is inclusive of vacation pay. The Producer shall process this payment with the regular payroll and remit the monies directly to the Union within seven (7) days.



- (b) The Union and the CPGA are jointly committed to developing training programs that will increase the number of qualified Technicians who are available to service the film and television industry. To this end, the parties acknowledge the ongoing contribution to training initiatives from the administration and training fund levy.
- (c) The Union and the CPGA will meet at the request of either party to discuss training, including the assessment of those areas where increased training is necessary.

#### **11.9 CPGA LEVY**

- (a) A Producer who is a member in good standing of the CPGA shall remit an amount equivalent to one- and one-half percent (1½%) of bargaining unit Technician's gross pay to a maximum of \$2,500 per episode of a Series or part of a Mini-Series, \$3,500 for a feature or MOW and \$5,000 for high budget (Tier A or Tier B) Features or MOW directly to the CPGA. Gross pay is inclusive of vacation pay. The Producer shall process this payment with the regular payroll and remit the monies directly to the CPGA within seven (7) days.
- (b) A Producer who is NOT a member in good standing of the CPGA shall remit an amount equivalent to one and one half percent (1½%) of bargaining unit Technician's gross pay with no maximum amount directly to the CPGA. Gross pay is inclusive of vacation pay. The Producer shall process this payment with the regular payroll and remit the monies directly to the CPGA within seven (7) days.
- (c) The CPGA may modify this levy at any point in its sole discretion. The requirements of this Article 11.9 may not be reduced, waived or otherwise varied by the Union without the CPGA's written agreement.

## **ARTICLE 12 BREAKS, MEAL PERIODS AND PENALTIES**

#### **12.1 BREAKS AND SNACKS**

The Producer shall make available coffee or other suitable beverages and light snacks at all times, free of charge, to Technicians engaged by the Producer in the studios, on locations and in construction shops.

#### **12.2 FIRST MEALS**

- (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 (4<sup>th</sup>) hour and be completed by the end of the seventh (7<sup>th</sup>) 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.
- (c) In certain circumstances, i.e. shops, Technicians may request a vote to authorize a one-half (½) hour unpaid lunch on a daily/weekly basis. Such a vote would be conducted by the Union and determined by secret ballot majority.

### 12.3 SECOND MEALS

The second meal period shall not be considered work time and shall commence not earlier than the beginning of the fourth (4<sup>th</sup>) hour, and not later than completion of the sixth (6<sup>th</sup>) hour worked following the preceding meal period. The second meal periods shall not be less than thirty (30) minutes and nor more than sixty (60) minutes. In the event that a Technician is working and not wrapping or traveling beyond the first (1<sup>st</sup>) hour of second (2<sup>nd</sup>) meal penalty, the Producer shall provide the Technician with reasonable food and a break period of no more than thirty (30) minutes.

### 12.4 MEAL PENALTY

- (a) When a Technician is not given a meal period within the time limits required by Articles 12.2 (a) and 12.3, the Technician shall receive in addition to the Technician's regular salary, compensation in an amount equal to one (1) times 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) This compensation is to be computed from the beginning of the last hour in which the meal period should have been assigned and extend to the start of the meal period given or until the end of the Technician's work day; or from the end of the meal period given and extend to the end of the first hour in which the meal period should have been assigned.
- (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.

### 12.5 GRACE PERIOD

The Producer shall have the right to complete a shot in progress to a maximum of twelve (12) minutes into the meal period without incurring meal penalty, provided that the set up or shot was commenced within a reasonable period in advance of the required meal period, and provided that a minimum one (1) hour meal break, or, one-half (½) hour meal break as defined in this Agreement, is still provided. If the Union, or its designated crew representative, feels that this privilege is being abused or regularly scheduled, and upon consultation with the Producer and the CMAA, the Union reserves the right, without prejudice, to reduce grace to three (3) occasions per week. Any grace period granted under this provision shall apply equally to all Technicians, regardless of whether they are already in meal penalty or not.

### 12.6 MEALS IN TOWN

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 12.6(c)) for those Technicians who work away from the shooting set.
- 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 1<sup>st</sup> meal becomes due during their work day, a 1<sup>st</sup> meal allowance of seventeen dollars and fifty cents (\$17.50), as provided in Article 9.7(h).

The Producer shall use best efforts to supply meals within a reasonable walking distance from set. In the event Technicians are shuttled to the location of lunch or an area to get food, travel time shall be applicable and calculated in six (6) minute increments.

## **ARTICLE 13**

### **HEALTH AND SAFETY**

- 13.1 It shall be the responsibility of the Producer to ensure that optimum safety standards are maintained and that no unsafe equipment, procedures, or practices are allowed on the set or work site. The Union Steward, department heads engaged by the Producer and all Technicians shall co-operate with the Producer to maintain optimum safety procedures at all times.
- 13.2 It shall be the responsibility of the Producer to ensure that a safety meeting is held at the beginning of each work day.
- 13.3 A Technician may refuse at any time to accept work that the Technician considers hazardous without prejudice against said Technician. All hazardous work shall be accepted by Technicians on a voluntary basis only.
- 13.4 Where a job requires special clothing and/or protective gear, (i.e. extremes in cold or hot weather, precipitation, altitude, in or under water, in or around construction work, etc) the Producer will provide the Technicians with such special clothing and/or protective gear.
- 13.5 All Technicians shall be covered by the Workers Safety and Insurance Board of Ontario (or the equivalent in another province, territory or country in which the Producer is based or operating) or its equivalent coverage by a private insurance carrier and the Producer shall bear the full costs of such coverage and shall provide the Union with confirmation that such insurance is in effect.
- 13.6 In no event will sanitary facilities be less than as provided for by Provincial Law.
- 13.7 The Producer, the Union and the Technicians shall comply with their obligations under the Ontario *Occupational Health and Safety Act*.
- 13.8 The Producer shall provide washroom and toilet facilities at all sites and locations and shall be maintained on a standard to those required by the Workplace Safety and Insurance Board.
- 13.9 Notwithstanding Article 13.4, the Technician shall supply their own harness when performing high work.
- 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.
- 13.11 On or before the Technician's first day worked the Union shall supply the Producer 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.
- 13.12 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.

## **ARTICLE 14**

### **HOURS AND SCHEDULING OF WORK**

#### **14.1 SCHEDULING**

- (a) The Producer shall endeavor to notify the Union as early as possible, in advance of the starting time for daily calls, and the Union will reply giving names of personnel to fill such calls before the required starting time.
- (b) A list of all personnel working on the production shall be submitted to the Union before the first day of principal photography.

#### **14.2 STANDARD WORK CALL**

A standard work call shall mean the hours scheduled and/or assigned to a Technician during a day, with a minimum credit of nine (9) hours at straight time, calculated to the end of the last six (6) minutes in which work was performed. The work call shall be calculated by totaling the number of hours between the time a Technician reports for work and the time of completion of the Technician's call, less meal periods received. If the work call extends beyond midnight it shall be considered as falling wholly within the calendar day in which it starts. All overtime and premiums shall be calculated in six (6) minute increments.

A four (4) hour call may be scheduled, to begin anytime between 0700 hours and 2300 hours for dailies only, to be paid at time and one-half (1½) the basic hourly rate. Any additional hours assigned shall be paid at two (2) times the basic hourly rate calculated to the end of the last hour in which work was performed up to a total of eleven (11) hours, increasing by one (1) times the basic hourly rate every four (4) hours thereafter. A four (4) hour call may not be scheduled when working outside the zone.

#### **14.3 STANDARD WORKWEEK**

The standard workweek shall commence at 12:01 am of any day of the week and end at midnight on the seventh day thereafter and shall consist of five (5) consecutive regular nine (9) hour days totaling forty-five (45) hours and then two (2) consecutive days off which shall be computed according to the applicable schedule in Article 14.7. For the purpose of establishing sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days, the Producer must define the production workweek. The production may have more than one workweek on a departmental basis. Once established, that work week will apply to Technicians within said departments.

The Producer may schedule a work week for individual Technicians that is different from the work week established pursuant to Article 14.3 above for departments such as set decoration, construction and paint, if the Producer is able to demonstrate to the Union that it is reasonable in the circumstances and if the consent of the Union is obtained in writing at least five (5) days prior to the change in the work week. The establishment of a different work week shall not deprive the affected Technician of any benefits and rights provided for in this Agreement nor shall it deprive the Technician of any days off, turnaround period or overtime.

#### **14.4 SHIFTING THE WORKWEEK**

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) shift the work week forward by adding one (1) or two (2) additional days off from the regular work week and begin the shifted work week on the following day.

- (b) shift the work week back:
  - (i) by one (1) day, by changing the seventh (7<sup>th</sup>) day of the regular work week to the first (1<sup>st</sup>) day of the shifted work week, provided that the sixth (6<sup>th</sup>) day of the regular work week is a day off and the thirty-four (34) hour rest period applies, or
  - (ii) by two (2) days, by making the preceding work week a pro-rated four (4) day work week, giving the fifth (5<sup>th</sup>) day off, and making the sixth (6<sup>th</sup>) day the first (1<sup>st</sup>) day of the shifted work week, provided that the thirty-four (34) hour rest period applies.
- (c) Technicians and the Union shall be given no less than three (3) working days advance notice of the shift. In no event may the Producer shift the work week to avoid paying for an unworked holiday.
- (d) Upon two (2) weeks written notice to the Union the work week may be changed from the last week of prep to the first week of principal photography provided that Technicians receive one (1) day off.
- (e) In all of the above scenarios, when a Technician is approved to work on the one (1) day off, then this day shall be considered a seventh (7<sup>th</sup>) day. Day one (1) of principal photography would be day one (1) of the work week.

#### 14.5 HIATUS

- (a) The Producer shall be entitled to impose a maximum hiatus period equal to one (1) week for each eight (8) weeks of the production period, provided that the Producer gives fourteen (14) calendar days written notice of the hiatus to the Union and each Technician subject to events of force majeure.
- (b) Hiatus means a planned, unpaid stoppage of work for a period of three (3) or more work days.
- (c) A hiatus of less than one (1) week will not be imposed for the purpose of avoiding payment for holidays.
- (d) The three (3) statutory holidays at Christmas are not worked/not paid except where the Christmas break is ten (10) or fewer consecutive days. Pre-scheduled breaks, such as a Christmas break do not constitute a hiatus period.
- (e) For the purposes of this Article, the production period will be calculated from the earlier of the date on which the Voluntary Recognition Agreement is signed or the date the first Technician is engaged under this Agreement.
- (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 fourteen (14) calendar days prior to the start of the hiatus, 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.

#### 14.6 OVERTIME COMPUTATION

The tenth (10<sup>th</sup>), eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) hours shall be paid at the rate of one and one-half (1½) times the basic hourly rate. The thirteenth (13<sup>th</sup>) and fourteenth (14<sup>th</sup>) hours shall be calculated at two (2) times the basic hourly rate. The fifteenth (15<sup>th</sup>) hour and all time worked thereafter shall be calculated at three (3) times the basic hourly rate.

**RECAP****HOURS**

0 – 9 hours  
 10, 11 & 12  
 13 & 14  
 15 Plus

**OVERTIME**

1 x basic hourly rate  
 1½ x basic hourly rate  
 2 x basic hourly rate  
 3 x basic hourly rate

**14.7 6<sup>th</sup> and 7<sup>th</sup> DAYS WORKED**

- (a) Sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) 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 (6<sup>th</sup>) or seventh (7<sup>th</sup>) 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 (10<sup>th</sup>), eleventh (11<sup>th</sup>) and twelfth (12<sup>th</sup>) 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 (7<sup>th</sup>) 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.

**RECAP****HOURS**

0 – 9  
 10, 11 & 12  
 Over 12

**1<sup>ST</sup> DAY OFF WORKED**

1 ½ x basic hourly rate  
 2 x basic hourly rate  
 3 x basic hourly rate

**2<sup>ND</sup> DAY OFF WORKED**

2 x basic hourly rate  
 3 x basic hourly rate  
 3 x basic hourly rate

- 14.8 Dailies, called to supplement the existing crew, on the existing department's sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day, shall not be eligible for sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day rates, unless such day is their sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) consecutive day of work as well.

**14.9 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 six (6) week production period, and with notice provided by the end of the third (3<sup>rd</sup>) 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 two (2) hours (i.e. turnaround shall be fifty-two (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 (6<sup>th</sup>) day or as a result of a work week shift.

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.

#### **14.10 WORKING IN A HIGHER CLASSIFICATION**

No Technician shall be required to perform the duties of a higher rated classification without first being upgraded. If a Technician (key or second) is away from set during work hours, the Technician must be replaced by a Technician upgraded to the Technician's status. The upgrade will be in effect only for time worked.

#### **14.11 CANCELLATION OF WORK CALLS**

- (a) A Technician engaged for a daily work call, shall be paid for the hours booked, unless the Technician received notification of the cancellation or change in schedule no later than twelve (12) hours prior to the work call, ten (10) hours if due to adverse weather conditions. A work day cancelled without proper notice cannot be defined as a day off for the calculation of sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) days.
- (b) Should the Technician find it necessary to cancel a commitment for work the Technician shall notify the Producer by 1:00 p.m. of the day prior to the work call wherever possible. In such event, another qualified Union member shall fill the position, if available.

14.12 If the Producer requires a Technician to attend the screening of rushes, pre-production meeting, surveys, and/ or auditions, such time will be considered working time.

14.13 In the event that a Technician is taken ill during the work day and is unable to complete the day's work, the Producer agrees to pay the Technician for four (4) hours at straight time for that day, or pay for the time worked, calculated in thirty (30) minute increments, whichever is greater.

In the event that a Technician is taken ill during the work day and an additional Technician is brought in to replace the ill Technician, the "replacement" Technician's day shall commence at the time they arrive on set or at the location.

#### **14.14 TRIPLE TIME CAP**

At no time will a Technician's wages, including overtime, turnaround and meal provisions, or any other provision herein, exceed three (3) times the basic hourly rate.

14.15 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.

## **ARTICLE 15 GENERAL WAGE PROVISIONS**

### **15.1 THE ACCOUNTING WEEK**

The accounting week shall be from 12:01 a.m. of the first (1<sup>st</sup>) day of the workweek to 12 midnight of the seventh (7<sup>th</sup>) day of the workweek and shall include all wages, overtime, penalties, premiums, benefits and expenses accruing to the Technician.

15.2 Each Technician shall be paid for any work performed no later than the fifth (5<sup>th</sup>) 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) In circumstances where the payment occurs by a Producer listed on Appendix B, the penalty described in paragraph (a) shall be waived provided that payroll is made no later than Wednesday of the following week.

15.3 The Producer shall make and remit the appropriate deductions from the individual Technician's pay and shall make contributions to the Canada Pension Plan, etc., as required by law. The aforementioned payments will not be required where the Technician has an established loan-out company providing direct payments on his behalf to C.P.P, E.I.

15.4 Time and pay records will be made available upon request to the Union by the Producer and each Technician shall keep their own time records and will be responsible for recording their hours worked and all other reimbursements thereon, however should the Technician fail to record all payments due, the Producer shall make every reasonable effort to make such adjustments on the time card. Department heads engaged by the Producer must sign all time cards.

## **ARTICLE 16 WAGES AND CATEGORIES**

16.1 The rates enumerated in Schedule 2 attached hereto are minimum rates and nothing in this Agreement shall prevent the Producer from paying Technicians higher than these minimum rates, nor shall Technicians be required to accept engagement for the minimum rates.

16.2 Notwithstanding anything to the contrary in this Agreement it is understood and agreed that whenever rates higher than the basic minimum rates are mutually agreed to between the Producer and a Technician, then in all instances wherein the term basic minimum rates appears it shall be deemed to be replaced by the higher rate.

16.3 The rates enumerated in Schedule 2 shall be paid in accordance with the calendar year unless the majority of production has been completed prior to January 1<sup>st</sup> of the upcoming year.



#### 16.4 DEAL MEMORANDUM

A deal memorandum, as set out in Appendix D, shall be the contract entered into between the Producer and a Technician or a Technician's personal management corporation or loan-out company through whom the Technician agrees directly or indirectly to provide their work or services for the Producer on the production. The deal memorandum must in no way provide for less than is provided for in this Agreement.

- 16.5 The Producer shall give one duly executed and fully completed copy of the deal memorandum to the Technician when the contract is signed and shall forward within a week of signature one (1) copy to the Union office. Such deal memorandum will be kept confidential.
- 16.6 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.

- 16.7 The Producer agrees that, if the individual production covered by this Agreement, is moved or otherwise transferred to a location outside the geographic area of the bargaining unit, this Agreement shall thereupon also be applicable at the new location.

Notwithstanding the foregoing, a production which moves outside the jurisdiction of the Union following the completion of a season shall not be required to continue to adhere to the terms of this Agreement or any Voluntary Recognition Agreement entered into as between the Producer and the Union.

- 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 CMAA. Copies of the Budget Certification provided to the Union and the CMAA are to be strictly confidential between the Producer, the Union and the CMAA. The information contained in this document is not to be released by the Union or the CMAA to any other persons, without the Producer's express written consent.


## ARTICLE 17 DURATION OF AGREEMENT

- 17.1 This Agreement shall be binding from the 1<sup>st</sup> day of January 2022 and remain in full force and effect until the 31<sup>st</sup> day of December 2024.
- 17.2 All provisions of this Agreement as recognized by a Voluntary Recognition Agreement are binding and shall remain in full force and effect until all obligations are satisfied with respect to the production for which this Agreement has been executed.
- 17.3 With the exception of productions that commenced prior to the 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) the date on which pre-production commences, or
  - (b) the date on which any person is engaged to perform duties hereunder, or
  - (c) the date on which a deal memorandum is signed, or
  - (d) the date on which a Voluntary Recognition Agreement is signed.
- 17.4 Notwithstanding the expiry date of this Agreement, either party desiring to renew or amend this Agreement may give ninety (90) days notice in writing of its intention to the other party. Unless otherwise agreed between the parties, this Agreement shall remain in full force and effect until all obligations are satisfied with respect to any production for which a Voluntary Recognition Agreement has been executed.


IN WITNESS whereof the parties have caused this Agreement to be executed this 1<sup>st</sup> day of January 2022.

NABET 700-M UNIFOR

Feb 16, 2022  
Date

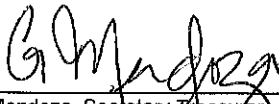
  
\_\_\_\_\_  
Peggy Kyriakidou, President

Feb 17, 2022  
Date

  
\_\_\_\_\_  
Kristen O'Reilly, Senior Vice-President

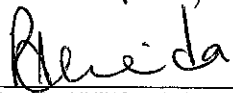
Feb 18, 2022

Date

  
\_\_\_\_\_  
Gerry Mendoza, Secretary Treasurer

Feb 19, 2022


Date

  
\_\_\_\_\_  
Pearl Almeida, UNIFOR National Rep

**CANADIAN MEDIA PRODUCERS ASSOCIATION**

Feb 16, 2022

Date

  
\_\_\_\_\_  
Sean Porter, Lead Negotiator and Senior Director,  
National Industrial Relations and Counsel

**SCHEDULE 1**  
**TIERS & FRINGES**  
**2022**

Theatrical Motion Pictures		Television Motion Pictures	
Tier A	\$11,473,633 and over	Tier A	\$9,288,179 and over
Tier B	\$8,195,452 - \$11,473,632	Tier B	\$6,556,362 - \$9,288,178
Tier C	\$4,917,271 - \$8,195,451	Tier C	\$4,917,271 - \$6,556,361
Tier D	\$2,731,817 - \$4,917,270	Tier D	\$2,731,817 - \$4,917,270
Tier E	\$1,591,350 - \$2,731,816	Tier E	\$1,379,170 - \$2,731,816

Television Series – 1 Hour		Television Series – ½ Hour	
Tier A	\$1,639,090 and over	Tier A	\$928,817 and over
Tier B	\$1,201,999 - \$1,639,089	Tier B	\$710,272 - \$928,816
Tier C	\$928,818 - \$1,201,998	Tier C	\$491,727 - \$710,271
Tier D	\$600,999 - \$928,817	Tier D	\$327,818 - \$491,726
Tier E	\$318,270 - \$600,998	Tier E	\$185,657 - \$327,817

Mini-Series (per 2-hour segment)		New Media (Webisodes/Podcasts/Interstitials and etc.)	
Tier A	\$8,195,452 and over	Tier A	Rates and Fringes to be negotiated on a project-by-project basis.
Tier B	\$5,463,635 - \$8,194,451	Tier B	
Tier C	\$3,824,544 - \$5,463,634	Tier C	
Tier D	\$2,185,454 - \$3,824,543	Tier D	
Tier E	\$1,485,260 - \$2,185,453	Tier E	

As per Article 1.8, for those productions which are below the Tier E threshold, the Producer and the Union may negotiate alternate terms and conditions with the approval of the CMPA.

**Fringes**

	Vacation Pay	Health and Welfare	Retirement	Admin. & Training	Total
Tier A	4%	4%	5.5%	1.5%	15%
Tier B	4%	4%	5%	1%	14%
Tier C	4%	3%	4%	1%	12%
Tier D	4%	3%	3%	1%	11%
Tier E	4%	1%	2%	0.5%	7.5%

\*CMPA Levy is 1.5% across all tiers, as per Article 11.9

**SCHEDULE 1**  
**TIERS & FRINGES**  
**2023**

Theatrical Motion Pictures		Television Motion Pictures	
Tier A	\$11,817,842 and over	Tier A	\$9,566,824 and over
Tier B	\$8,441,315 - \$11,817,841	Tier B	\$6,753,052 - \$9,566,823
Tier C	\$5,064,789 - \$8,441,314	Tier C	\$5,064,789 - \$6,753,051
Tier D	\$2,813,771 - \$5,064,788	Tier D	\$2,813,771 - \$5,064,788
Tier E	\$1,639,090 - \$2,813,770	Tier E	\$1,420,545 - \$2,813,770

Television Series – 1 Hour		Television Series – ½ Hour	
Tier A	\$1,688,263 and over	Tier A	\$956,681 and over
Tier B	\$1,238,058 - \$1,688,263	Tier B	\$731,580 - \$956,680
Tier C	\$956,682 - \$1,238,057	Tier C	\$506,479 - \$731,579
Tier D	\$619,028 - \$956,681	Tier D	\$337,652 - \$506,478
Tier E	\$327,818 - \$619,027	Tier E	\$191,226 - \$337,651

Mini-Series (per 2-hour segment)		New Media (Webisodes/Podcasts/Interstitials and etc.)	
Tier A	\$8,441,315 and over	Tier A	Rates and Fringes to be negotiated on a project-by-project basis.
Tier B	\$5,627,544 - \$8,441,314	Tier B	
Tier C	\$3,939,280 - \$5,627,543	Tier C	
Tier D	\$2,251,017 - \$3,939,279	Tier D	
Tier E	\$1,529,817 - \$2,251,016	Tier E	

As per Article 1.8, for those productions which are below the Tier E threshold, the Producer and the Union may negotiate alternate terms and conditions with the approval of the CMPA.

**Fringes**

	Vacation Pay	Health and Welfare	Retirement	Admin. & Training	Total
Tier A	4%	4%	5.5%	1.5%	15%
Tier B	4%	4%	5%	1%	14%
Tier C	4%	3%	4%	1%	12%
Tier D	4%	3%	3%	1%	11%
Tier E	4%	1%	2%	0.5%	7.5%

\*CMPA Levy is 1.5% across all tiers, as per Article 11.9

**SCHEDULE 1**  
**TIERS & FRINGES**  
**2024**

Theatrical Motion Pictures		Television Motion Pictures	
Tier A	\$12,172,377 and over	Tier A	\$9,853,828 and over
Tier B	\$8,694,554 - \$12,172,376	Tier B	\$6,955,643 - \$9,853,827
Tier C	\$5,216,732 - \$8,694,553	Tier C	\$5,216,732 - \$6,955,643
Tier D	\$2,898,184 - \$5,216,731	Tier D	\$2,898,184 - \$5,216,731
Tier E	\$1,688,262 - \$2,898,183	Tier E	\$1,463,161 - \$2,898,183

Television Series – 1 Hour		Television Series – ½ Hour	
Tier A	\$1,738,911 and over	Tier A	\$985,381 and over
Tier B	\$1,275,199 - \$1,738,911	Tier B	\$753,527 - \$985,381
Tier C	\$985,382 - \$1,275,198	Tier C	\$521,673 - \$753,526
Tier D	\$637,599 - \$985,382	Tier D	\$347,781 - \$521,672
Tier E	\$337,652 - \$637,598	Tier E	\$196,962 - \$347,780

Mini-Series (per 2-hour segment)		New Media (Webisodes/Podcasts/Interstitials and etc.)	
Tier A	\$8,694,554 and over	Tier A	Rates and Fringes to be negotiated on a project-by-project basis.
Tier B	\$5,796,370 - \$8,694,553	Tier B	
Tier C	\$4,057,459 - \$5,796,369	Tier C	
Tier D	\$2,318,547 - \$4,057,458	Tier D	
Tier E	\$1,575,711 - \$2,318,546	Tier E	

As per Article 1.8, for those productions which are below the Tier E threshold, the Producer and the Union may negotiate alternate terms and conditions with the approval of the CMPA.

**Fringes**

	Vacation Pay	Health and Welfare	Retirement	Admin. & Training	Total
Tier A	4%	4%	5.5%	1.5%	15%
Tier B	4%	4%	5%	1%	14%
Tier C	4%	3%	4%	1%	12%
Tier D	4%	3%	3%	1%	11%
Tier E	4%	1%	2%	0.5%	7.5%

\*CMPA Levy is 1.5% across all tiers, as per Article 11.9

## SCHEDULE 2

### Minimum Rates 2022

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Construction</b>					
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Carpenter	\$38.41	\$37.05	\$35.34	\$33.28	\$33.28
On Set/Stand By Carpenter	\$38.41	\$37.05	\$35.34	\$33.28	\$33.28
Carpenter	\$35.67	\$34.29	\$32.59	\$29.16	\$29.16
Assistant Carpenter	\$33.62	\$31.56	\$29.50	\$27.44	\$27.44
<b>Continuity</b>					
Script Supervisor	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>Costume</b>					
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Cutter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Costume	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
1st Assistant Costume	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
2nd Assistant Costume	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01

\*see below for additional classifications/rates

The negotiable rate for Costume Designers will be no less than the equivalent of key rates plus \$4.00 an hour.

<b>Greens</b>					
Key Greens	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
Lead Greens	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
Assistant Greens	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01
<b>Grip</b>					
Key Grip	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
Key Rigging Grip	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
Dolly Grip	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
Best Grip	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
Best Rigging Grip	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
Grip	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01
Rigging Grip	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01

Key Costume rate: Truck Supervisor, Set Supervisor, 1<sup>st</sup> Buyer, Costume Supervisor

1st Assistant Costume rate: BG Coordinator (previously Extras Coordinator) 2<sup>nd</sup> Buyer, 1<sup>st</sup> Costume Builder (previously Seamstress/Alterationist/Assistant Tailor and 1<sup>st</sup> Hand)

2<sup>nd</sup> Assistant Costume rate: 3<sup>rd</sup> Buyer (previously Shopper), Costume Assistant (previously Wardrobe Assistant and Dresser), 2<sup>nd</sup> Costume Builder (previously Stitcher)

**SCHEDULE 2****Minimum Rates  
2022 (cont'd)**

<b><u>Department</u></b>	<b><u>Tier A</u></b>	<b><u>Tier B</u></b>	<b><u>Tier C</u></b>	<b><u>Tier D</u></b>	<b><u>Tier E</u></b>
<b>Hair</b>					
Period Hairstylist & Wigs	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Hairstylist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Hair Department	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
1st Assistant Hairdresser	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
2nd Assistant Hairdresser	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01
<b>Labour</b>					
Labour/Cable	\$27.79	\$25.74	\$23.67	\$21.95	\$20.57
<b>Lighting</b>					
Lighting Director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Lighting Technician	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
Head Rigging Lighting Technician	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
Second Lighting Technician	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
Second Rigging Lighting Technician	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
Board Operator	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
Lighting Technician	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01
Rigging Lighting Technician	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01
Generator Operator	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
Basecamp Operator	\$28.01	\$26.62	\$24.90	\$22.85	\$22.85
<b>Makeup</b>					
Prosthetic & Special Makeup	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Makeup Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Makeup Department	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
1st Assistant Makeup Artist	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
2nd Assistant Makeup Artist	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01
<b>Paint</b>					
Key Scenic Painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Painter	\$38.41	\$37.05	\$35.34	\$33.28	\$33.28
On Set/Stand-By Painter	\$38.41	\$37.05	\$35.34	\$33.28	\$33.28
Scenic/Painter	\$35.67	\$34.29	\$32.59	\$29.16	\$29.16
<b>Property</b>					
Property Master	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Buyer/Maker/On Set Key Props	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
Assistant Property Master	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
2nd Assistant Props	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01



**SCHEDULE 2**  
**Minimum Rates**  
**2022 (cont'd)**

<b><u>Department</u></b>	<b><u>Tier A</u></b>	<b><u>Tier B</u></b>	<b><u>Tier C</u></b>	<b><u>Tier D</u></b>	<b><u>Tier E</u></b>
<b>Sets</b>					
Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
On Set Dresser	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
Set Dec. Buyer	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
Assistant On Set Dresser	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
Lead Set Dresser	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
Set Dresser	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01
<b>Sound</b>					
Sound Recordist/Mixer	\$45.28	\$43.22	\$41.16	\$39.10	\$36.36
Boom Operator	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
2nd Boom Operator	\$35.67	\$33.62	\$31.56	\$29.50	\$26.75
Pram Operator	\$38.81	\$37.32	\$35.56	\$33.40	\$30.55
Pram Pusher	\$27.79	\$25.74	\$23.67	\$21.95	\$20.57
Sound Assistant	\$27.79	\$25.74	\$23.67	\$21.95	\$20.57
<b>SPFX</b>					
Special Effects Co-Ordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Special Effects	\$37.40	\$36.02	\$34.29	\$32.25	\$29.50
1st Assistant Special Effects	\$35.34	\$33.97	\$32.25	\$30.18	\$27.44
2nd Assistant Special Effects/Shop Assistant	\$31.91	\$30.53	\$28.81	\$26.75	\$24.01
<b>Transportation</b>					
Transportation Co-Ordinator	\$32.52	\$31.13	\$29.41	\$27.36	\$27.36
Driver Captain	\$29.27	\$27.91	\$26.19	\$24.11	\$24.11
Vehicle Co-Ordinator	\$29.27	\$27.91	\$26.19	\$24.11	\$24.11
Head Driver	\$28.04	\$26.66	\$24.97	\$22.91	\$22.91
AZ Unit Mover	\$27.87	\$26.49	\$24.78	\$22.73	\$22.73
Driver/Unit Mover/Swamper	\$26.66	\$25.28	\$23.60	\$21.54	\$21.54

**SCHEDULE 2**  
**Minimum Rates**  
**2022 (cont'd)**

<u><b>Department</b></u>	<u><b>Tier A</b></u>	<u><b>Tier B</b></u>	<u><b>Tier C</b></u>	<u><b>Tier D</b></u>	<u><b>Tier E</b></u>
<b>Video/Technical TV</b>					
Technical Director					
Switcher					
Maintenance Technician					
Video Operator					
Audio Operator					
Videotape Operator					
Video Camera Operator					
Video Director of Photography					
Beta (EFP) Camera					
Technical Assistant					
Script Assistant					
<b>Apprentice</b>					
All Departments	\$17.84	\$16.47	\$15.78	\$15.76	\$15.76

**Please See Appendix J**

In no way will the negotiable rates above be less than the equivalent of key rates plus \$2.00 an hour.

The rates in "Schedule 2" plus \$0.75 per hour will apply for daily hires.

## SCHEDULE 2

### Minimum Rates

### 2023

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Construction</b>					
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Carpenter	\$39.56	\$38.16	\$36.40	\$34.28	\$34.28
On Set/Stand By Carpenter	\$39.56	\$38.16	\$36.40	\$34.28	\$34.28
Carpenter	\$36.74	\$35.32	\$33.57	\$30.03	\$30.03
Assistant Carpenter	\$34.63	\$32.51	\$30.39	\$28.26	\$28.26
<b>Continuity</b>					
Script Supervisor	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>Costume</b>					
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Cutter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Costume	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
1st Assistant Costume	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
2nd Assistant Costume	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73

\*see below for additional classifications/rates

The negotiable rate for Costume Designers will be no less than the equivalent of key rates plus \$4.00 an hour.

<b>Greens</b>					
Key Greens	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
Lead Greens	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
Assistant Greens	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73
<b>Grip</b>					
Key Grip	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
Key Rigging Grip	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
Dolly Grip	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
Best Grip	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
Best Rigging Grip	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
Grip	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73
Rigging Grip	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73

Key Costume rate: Truck Supervisor, Set Supervisor, 1<sup>st</sup> Buyer, Costume Supervisor

1st Assistant Costume rate: BG Coordinator (previously Extras Coordinator) 2<sup>nd</sup> Buyer, 1<sup>st</sup> Costume Builder (previously Seamstress/Alterationist/Assistant Tailor and 1<sup>st</sup> Hand)

2<sup>nd</sup> Assistant Costume rate: 3<sup>rd</sup> Buyer (previously Shopper), Costume Assistant (previously Wardrobe Assistant and Dresser), 2<sup>nd</sup> Costume Builder (previously Stitcher)

**SCHEDULE 2****Minimum Rates  
2023 (cont'd)**

<b><u>Department</u></b>	<b><u>Tier A</u></b>	<b><u>Tier B</u></b>	<b><u>Tier C</u></b>	<b><u>Tier D</u></b>	<b><u>Tier E</u></b>
<b>Hair</b>					
Period Hairstylist & Wigs	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Hairstylist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Hair Department	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
1st Assistant Hairdresser	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
2nd Assistant Hairdresser	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73
<b>Labour</b>					
Labour/Cable	\$28.62	\$26.51	\$24.38	\$22.61	\$21.19
<b>Lighting</b>					
Lighting Director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Lighting Technician	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
Head Rigging Lighting Technician	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
Second Lighting Technician	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
Second Rigging Lighting Technician	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
Board Operator	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
Lighting Technician	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73
Rigging Lighting Technician	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73
Generator Operator	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
Basecamp Operator	\$28.85	\$27.42	\$25.65	\$23.54	\$23.54
<b>Makeup</b>					
Prosthetic & Special Makeup	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Makeup Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Makeup Department	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
1st Assistant Makeup Artist	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
2nd Assistant Makeup Artist	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73
<b>Paint</b>					
Key Scenic Painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Painter	\$39.56	\$38.16	\$36.40	\$34.28	\$34.28
On Set/Stand-By Painter	\$39.56	\$38.16	\$36.40	\$34.28	\$34.28
Scenic/Painter	\$36.74	\$35.32	\$33.57	\$30.03	\$30.03
<b>Property</b>					
Property Master	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Buyer/Maker/On Set Key Props	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
Assistant Property Master	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
2nd Assistant Props	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73

**SCHEDULE 2**  
**Minimum Rates**  
**2023 (cont'd)**

<b><u>Department</u></b>	<b><u>Tier A</u></b>	<b><u>Tier B</u></b>	<b><u>Tier C</u></b>	<b><u>Tier D</u></b>	<b><u>Tier E</u></b>
<b>Sets</b>					
Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
On Set Dresser	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
Set Dec. Buyer	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
Assistant On Set Dresser	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
Lead Set Dresser	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
Set Dresser	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73
<b>Sound</b>					
Sound Recordist/Mixer	\$46.64	\$44.52	\$42.39	\$40.27	\$37.45
Boom Operator	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
2nd Boom Operator	\$36.74	\$34.63	\$32.51	\$30.39	\$27.55
Pram Operator	\$39.97	\$38.44	\$36.63	\$34.40	\$31.47
Pram Pusher	\$28.62	\$26.51	\$24.38	\$22.61	\$21.19
Sound Assistant	\$28.62	\$26.51	\$24.38	\$22.61	\$21.19
<b>SPFX</b>					
Special Effects Co-Ordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Special Effects	\$38.52	\$37.10	\$35.32	\$33.22	\$30.39
1st Assistant Special Effects	\$36.40	\$34.99	\$33.22	\$31.09	\$28.26
2nd Assistant Special Effects/Shop Assistant	\$32.87	\$31.45	\$29.67	\$27.55	\$24.73
<b>Transportation</b>					
Transportation Co-Ordinator	\$33.50	\$32.06	\$30.29	\$28.18	\$28.18
Driver Captain	\$30.15	\$28.75	\$26.98	\$24.83	\$24.83
Vehicle Co-Ordinator	\$30.15	\$28.75	\$26.98	\$24.83	\$24.83
Head Driver	\$28.88	\$27.46	\$25.72	\$23.60	\$23.60
AZ Unit Mover	\$28.71	\$27.28	\$25.52	\$23.41	\$23.41
Driver/Unit Mover/Swamper	\$27.46	\$26.04	\$24.31	\$22.19	\$22.19

**SCHEDULE 2**  
**Minimum Rates**  
**2023 (cont'd)**

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Video/Technical TV</b>					
Technical Director					
Switcher					
Maintenance Technician					
Video Operator					
Audio Operator					
Videotape Operator					
Video Camera Operator					
Video Director of Photography					
Beta (EFP) Camera					
Technical Assistant					
Script Assistant					
<b>Apprentice</b>					
All Departments	\$18.37	\$16.96	\$16.25	\$16.23	\$16.23

**Please See Appendix J**

In no way will the negotiable rates above be less than the equivalent of key rates plus \$2.00 an hour.

The rates in "Schedule 2" plus \$0.75 per hour will apply for daily hires.

## SCHEDULE 2

### Minimum Rates

### 2024

<u>Department</u>	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>	<u>Tier D</u>	<u>Tier E</u>
<b>Construction</b>					
Construction Coordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Carpenter	\$40.75	\$39.30	\$37.49	\$35.31	\$35.31
On Set/Stand By Carpenter	\$40.75	\$39.30	\$37.49	\$35.31	\$35.31
Carpenter	\$37.84	\$36.38	\$34.58	\$30.93	\$30.93
Assistant Carpenter	\$35.67	\$33.49	\$31.29	\$29.11	\$29.11
<b>Continuity</b>					
Script Supervisor	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
<b>Costume</b>					
Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Assistant Costume Designer	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Cutter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Costume	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
1st Assistant Costume	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
2nd Assistant Costume	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47

\*see below for additional classifications/rates

The negotiable rate for Costume Designers will be no less than the equivalent of key rates plus \$4.00 an hour.

<b>Greens</b>					
Key Greens	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
Lead Greens	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
Assistant Greens	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47
<b>Grip</b>					
Key Grip	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
Key Rigging Grip	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
Dolly Grip	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
Best Grip	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
Best Rigging Grip	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
Grip	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47
Rigging Grip	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47

Key Costume rate: Truck Supervisor, Set Supervisor, 1<sup>st</sup> Buyer, Costume Supervisor

1st Assistant Costume rate: BG Coordinator (previously Extras Coordinator) 2<sup>nd</sup> Buyer, 1<sup>st</sup> Costume Builder (previously Seamstress/Alterationist/Assistant Tailor and 1<sup>st</sup> Hand)

2<sup>nd</sup> Assistant Costume rate: 3<sup>rd</sup> Buyer (previously Shopper), Costume Assistant (previously Wardrobe Assistant and Dresser), 2<sup>nd</sup> Costume Builder (previously Stitcher)

**SCHEDULE 2****Minimum Rates  
2024 (cont'd)**

<b><u>Department</u></b>	<b><u>Tier A</u></b>	<b><u>Tier B</u></b>	<b><u>Tier C</u></b>	<b><u>Tier D</u></b>	<b><u>Tier E</u></b>
<b>Hair</b>					
Period Hairstylist & Wigs	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Hairstylist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Hair Department	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
1st Assistant Hairdresser	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
2nd Assistant Hairdresser	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47
<b>Labour</b>					
Labour/Cable	\$29.48	\$27.31	\$25.11	\$23.29	\$21.83
<b>Lighting</b>					
Lighting Director	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Lighting Technician	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
Head Rigging Lighting Technician	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
Second Lighting Technician	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
Second Rigging Lighting Technician	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
Board Operator	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
Lighting Technician	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47
Rigging Lighting Technician	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47
Generator Operator	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
Basecamp Operator	\$29.72	\$28.23	\$26.41	\$24.24	\$24.24
<b>Makeup</b>					
Prosthetic & Special Makeup	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Personal Makeup Artist	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head of Makeup Department	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
1st Assistant Makeup Artist	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
2nd Assistant Makeup Artist	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47
<b>Paint</b>					
Key Scenic Painter	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Head Painter	\$40.75	\$39.31	\$37.49	\$35.31	\$35.31
On Set/Stand-By Painter	\$40.75	\$39.31	\$37.49	\$35.31	\$35.31
Scenic/Painter	\$37.84	\$36.38	\$34.58	\$30.93	\$30.93
<b>Property</b>					
Property Master	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Buyer/Maker/On Set Key Props	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
Assistant Property Master	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
2nd Assistant Props	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47



**SCHEDULE 2**  
**Minimum Rates**  
**2024 (cont'd)**

<b><u>Department</u></b>	<b><u>Tier A</u></b>	<b><u>Tier B</u></b>	<b><u>Tier C</u></b>	<b><u>Tier D</u></b>	<b><u>Tier E</u></b>
<b>Sets</b>					
Set Decorator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
On Set Dresser	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
Set Dec. Buyer	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
Assistant On Set Dresser	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
Lead Set Dresser	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
Set Dresser	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47
<b>Sound</b>					
Sound Recordist/Mixer	\$48.04	\$45.85	\$43.66	\$41.48	\$38.57
Boom Operator	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
2nd Boom Operator	\$37.84	\$35.67	\$33.49	\$31.29	\$28.38
Pram Operator	\$41.17	\$39.59	\$37.72	\$35.43	\$32.41
Pram Pusher	\$29.48	\$27.31	\$25.11	\$23.29	\$21.83
Sound Assistant	\$29.48	\$27.31	\$25.11	\$23.29	\$21.83
<b>SPFX</b>					
Special Effects Co-Ordinator	Negotiable	Negotiable	Negotiable	Negotiable	Negotiable
Key Special Effects	\$39.68	\$38.21	\$36.38	\$34.22	\$31.29
1st Assistant Special Effects	\$37.49	\$36.04	\$34.22	\$32.01	\$29.11
2nd Assistant Special Effects/Shop Assistant	\$33.86	\$32.39	\$30.56	\$28.38	\$25.47
<b>Transportation</b>					
Transportation Co-Ordinator	\$34.49	\$33.02	\$31.20	\$29.03	\$29.03
Driver Captain	\$31.05	\$29.61	\$27.79	\$25.59	\$25.59
Vehicle Co-Ordinator	\$31.05	\$29.61	\$27.79	\$25.59	\$25.59
Head Driver	\$29.75	\$28.28	\$26.49	\$24.30	\$24.30
AZ Unit Mover	\$29.57	\$28.10	\$26.30	\$24.11	\$24.11
Driver/Unit Mover/Swamper	\$28.28	\$26.82	\$25.04	\$22.85	\$22.85

**SCHEDULE 2**  
**Minimum Rates**  
**2024 (cont'd)**

<u><b>Department</b></u>	<u><b>Tier A</b></u>	<u><b>Tier B</b></u>	<u><b>Tier C</b></u>	<u><b>Tier D</b></u>	<u><b>Tier E</b></u>
<b>Video/Technical TV</b>					
Technical Director					
Switcher					
Maintenance Technician					
Video Operator					
Audio Operator					
Videotape Operator					
Video Camera Operator					
Video Director of Photography					
Beta (EFP) Camera					
Technical Assistant					
Script Assistant					
<b>Apprentice</b>					
All Departments	\$18.92	\$17.47	\$16.74	\$16.72	\$16.72

**Please See Appendix J**

In no way will the negotiable rates above be less than the equivalent of key rates plus \$2.00 an hour.

The rates in "Schedule 2" plus \$0.75 per hour will apply for daily hires.

## APPENDIX A1

### VOLUNTARY RECOGNITION AGREEMENT

BETWEEN:

NABET 700-M UNIFOR

(herein called the "Union")

- and -

(herein called the "Producer")

WHEREAS the Union is a trade union that represents Technicians engaged on a Motion Picture or Television production;

AND WHEREAS the Producer is in need of competent Technicians for the production of the motion picture/television production named in Article 1 hereof;

AND WHEREAS in order to ensure a supply of competent Technicians for the aforesaid production, the parties have entered into this Voluntary Recognition Agreement;

NOW THEREFORE the Union and the Producer agree as follows:

1. The Producer recognizes the Union as the sole and exclusive bargaining agent for all Technicians employed/engaged by the Producer on the following production:  
\_\_\_\_\_ (*insert name*)
2. The Union and the Producer agree that the Collective Agreement between the Union and the Canadian Media Producers Association effective January 1, 2022 to December 31, 2024 (the "Collective Agreement") shall apply to the production named in Article 1, including all amendments and/or renewals of such Collective Agreement.
3. The Producer shall apply the Collective Agreement to all Technicians employed/engaged by the Producer on the production named in Article 1 hereof and the Collective Agreement shall be effective on the earliest of the following dates:
  - the date on which pre-production commences, or
  - the date on which any person is engaged to perform duties hereunder, or
  - the date on which a Deal Memo (as listed in Appendix D) is signed, or
  - the date on which this agreement is signed.
4. Any dispute with respect to the interpretation, application, administration or alleged violation of this Voluntary Recognition Agreement shall be resolved pursuant to Article 6 of the Collective Agreement.

IN WITNESS WHEREOF the Union and the Producer have executed this Voluntary Recognition Agreement this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**FOR THE UNION:**

**FOR THE PRODUCER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Position

\_\_\_\_\_  
Print Name and Position

## APPENDIX A2

### SERIES AGREEMENT

BETWEEN:

NABET 700-M UNIFOR

(herein called the "Union")

- and -

(herein called the "Producer")

WHEREAS the Union is a trade union that represents Technicians engaged on a Motion Picture or Television production;

AND WHEREAS the Union and the Producer have entered into a Voluntary Recognition Agreement for a pilot production named \_\_\_\_\_ (*insert name*) and this pilot may become a series;

NOW THEREFORE the Union and the Producer agree as follows:

1. The Producer and the Union acknowledge the above recitals.
2. The Union and the Producer agree that the Collective Agreement between the Union and the Canadian Media Producers Association effective January 1, 2022 to December 31, 2024 (the "Collective Agreement") shall apply to every season/cycle of the series that may be produced subsequent to the above-named pilot, including all amendments and/or renewals of such Collective Agreement.
3. The Producer shall apply the Collective Agreement to all Technicians employed/engaged by the Producer on the series and the Collective Agreement shall be effective on the earliest of the following dates:
  - the date on which pre-production commences, or
  - the date on which any person is engaged to perform duties hereunder, or
  - the date on which a Deal Memo (as listed in Appendix D) is signed, or
  - the date on which this agreement is signed.
4. Any dispute with respect to the interpretation, application, administration or alleged violation of this Voluntary Recognition Agreement shall be resolved pursuant to Article 6 of the Collective Agreement.

IN WITNESS WHEREOF the Union and the Producer have executed this Voluntary Recognition Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**FOR THE UNION:**

**FOR THE PRODUCER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Position

\_\_\_\_\_  
Print Name and Position

## APPENDIX B

### LIST OF ESTABLISHED PRODUCERS (Article 3.2 (b))

Aircraft Pictures Ltd.  
Boat Rocker Media  
Breakthrough Entertainment  
Copperheart Entertainment  
Entertainment One  
Fresh TV Inc.  
Muse Entertainment Enterprises Inc.  
Pier 21 Films  
Prodigy Pictures Inc.  
Rhombus Media Inc.  
Serendipity Point Films  
Sienna Films  
Shaftesbury Films  
Thunderbird Entertainment Inc.  
Whizbang Films Inc.  
Wildbrain Ltd.

## APPENDIX C

### CORPORATE GUARANTEE

RE: \*

This letter is to set out their terms of an agreement reached between \_\_\_\_\_ (“the Company”) and NABET 700-M UNIFOR (“the Union”). This agreement applies to the production presently entitled \_\_\_\_\_ (“the Production”) to be produced by \_\_\_\_\_ (“the 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 which would normally be covered by the posting of a performance bond pursuant to the 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 the Union advises the Company that in its view, in producing the Production, the Producer has acted in breach of the Agreement between Producer and the Union and/or has not met its obligation to pay its Technicians engaged with respect to the production as required on a weekly basis, “the Company” shall be required to immediately post a performance bond equal to two (2) weeks minimum scale remuneration for each member or permittee engaged by Producer to be held in trust by the Union for the protection of its members.

This agreement forms an amendment to the 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_(“the Company”)

Per: \_\_\_\_\_  
Signing Officer

NABET 700-M UNIFOR

Per: \_\_\_\_\_  
Signing Officer

**APPENDIX D**  
**NABET 700-M UNIFOR – CMPA**  
**STANDARD FORM DEAL MEMORANDUM**

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

SIN#: \_\_\_\_\_

Phone #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Complete this section only if applicable:

Loanout Corp Name: \_\_\_\_\_

Type of Loanout Corp (Check only one) <sup>1</sup>:    Single Shareholder: \_\_\_\_\_ Multi Shareholder: \_\_\_\_\_

Address<sup>2</sup>: \_\_\_\_\_

Current Title of Motion Picture: \_\_\_\_\_

Job Classification: \_\_\_\_\_

NABET 700-M UNIFOR Member \_\_\_\_\_

Permittee \_\_\_\_\_

One Time Permit \_\_\_\_\_

Term of engagement (check one ONLY)

i) Daily

\_\_\_\_\_ (do NOT include Finish Date below)

ii) Weekly

\_\_\_\_\_ (do NOT include Finish Date below)

iii) Specific Term

\_\_\_\_\_ (INCLUDE Finish Date below)

Finish Date for Specific Term contract: \_\_\_\_\_

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

Rate of Pay:    \$ \_\_\_\_\_ per hour

\$ \_\_\_\_\_ per week (On average, a weekly flat rate shall in no way equal less than the minimum hourly rate, for all hours worked, according to all terms and conditions of the 2022-2024 Collective Agreement between NABET 700-M UNIFOR and the CMPA. Unless otherwise specified, a flat (daily or weekly) will be based on 12 or 60 work hours)

OTHER TERMS (i.e.: Credit, Kit, Vehicle, Cell Phone Rental etc...)

I, the undersigned, hereby agree to be bound by all terms and conditions of the 2022-2024 Collective Agreement between NABET 700-M UNIFOR and the CMPA and to be represented exclusively by NABET 700-M UNIFOR for the duration of my engagement on this production.

I authorize the Producer or the Producers authorized representative to deduct from my wages and remit to the NABET 700-M UNIFOR business office appropriate fees and pension monies as outlined in the above-mentioned agreement. This includes where appropriate but in no way is limited to permit fees/ dues as outlined in Article 3.1 of said Agreement.

I have read and understand the terms and conditions of Article 7.

All of the provisions of this deal memorandum are subject to and must provide no less than the terms and conditions of the 2022-2024 Collective Agreement between NABET 700-M UNIFOR and the CMPA.

Accepted and agreed:

\_\_\_\_\_  
 Print Name of Production Company

\_\_\_\_\_  
 Signature of Union Member / Permittee /Permit

\_\_\_\_\_  
 Signature of Producer/Authorized Rep.

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

<sup>1</sup> Note: Producer may request additional documentation at its discretion

<sup>2</sup> Proof of residency may be required if requested.

## APPENDIX E

### NABET 700-M UNIFOR – CMTA WORK PERMIT REQUEST

Per Article 1.4 of the 2022-2024 Collective Agreement between NABET 700-M UNIFOR and the CMTA, I hereby make application for a work permit from NABET 700-M UNIFOR and of my own free will designate NABET 700-M UNIFOR as my sole and exclusive bargaining agent for collective bargaining purposes to establish minimum terms and conditions while I may be engaged as a

\_\_\_\_\_  
(Position)

on the production entitled \_\_\_\_\_,  
(Production Title)

being produced by \_\_\_\_\_  
(Production Company)

I hereby agree to be bound by and observe the NABET 700-M UNIFOR By-Laws, rules, regulations, orders and decisions of the NABET 700-M UNIFOR Executive Board as they now exist or as they may hereafter be amended.

I hereby agree to have deducted from my gross wages a permit fee/dues equivalent to seven percent (7%) of my gross wages and same remitted to the NABET 700-M UNIFOR business office on a weekly basis as prescribed by Article 3.1 (b) of the 2022-2024 Collective Agreement between NABET 700-M UNIFOR and the CMTA.

\_\_\_\_\_  
Signature of Applicant

Signed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

#### For NABET 700-M UNIFOR use only

Permit Request: \_\_\_\_\_ approved \_\_\_\_\_ denied Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Union Representative

\_\_\_\_\_  
Print Name of Authorized Union Representative

Reasons for denial of Permit Request:

\_\_\_\_\_  
\_\_\_\_\_



## APPENDIX F

### APPRENTICE

The CMPA and the Union mutually agree that each production becoming signatory to this Agreement shall utilize 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 at the Union's discretion, in consultation with the Producer, and shall be placed in concert with predefined departmental training needs. 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.

**APPENDIX G****NABET 700-M UNIFOR – CMA  
BUDGET CERTIFICATION**

Per Article 16.8 of the 2022-2024 Agreement between NABET 700-M UNIFOR and the CMA, I

the undersigned \_\_\_\_\_  
(Print name of Completion Guarantor, Producer or Producers Authorized Representative)

representing \_\_\_\_\_  
(Print Name of Completion Guarantor Company, Studio or Parent Company)

for the production \_\_\_\_\_  
(Print Title of Production)

being produced by \_\_\_\_\_  
(Print Name of Production Company)

certify that the budget dated \_\_\_\_\_ having a total production cost  
(Insert Date)

(above and below-the-line, all amortized and episodic expenses) of \_\_\_\_\_

in Canadian Funds, is the budget declared and approved by us for this production.

Type of production:	Theatrical Motion Picture	_____	
	Television Motion Picture	_____	
	Television Series (½ hour)	_____	# of episodes _____
	Television Series (1 hour)	_____	# of episodes _____
	Mini-Series	_____	# of segments _____
	Digital	_____	# of segments _____

Initial Platform of Exhibition \_\_\_\_\_

**For co-productions, please complete the following:**

The above-mentioned production is a co-production \_\_\_\_\_ Yes \_\_\_\_\_ No

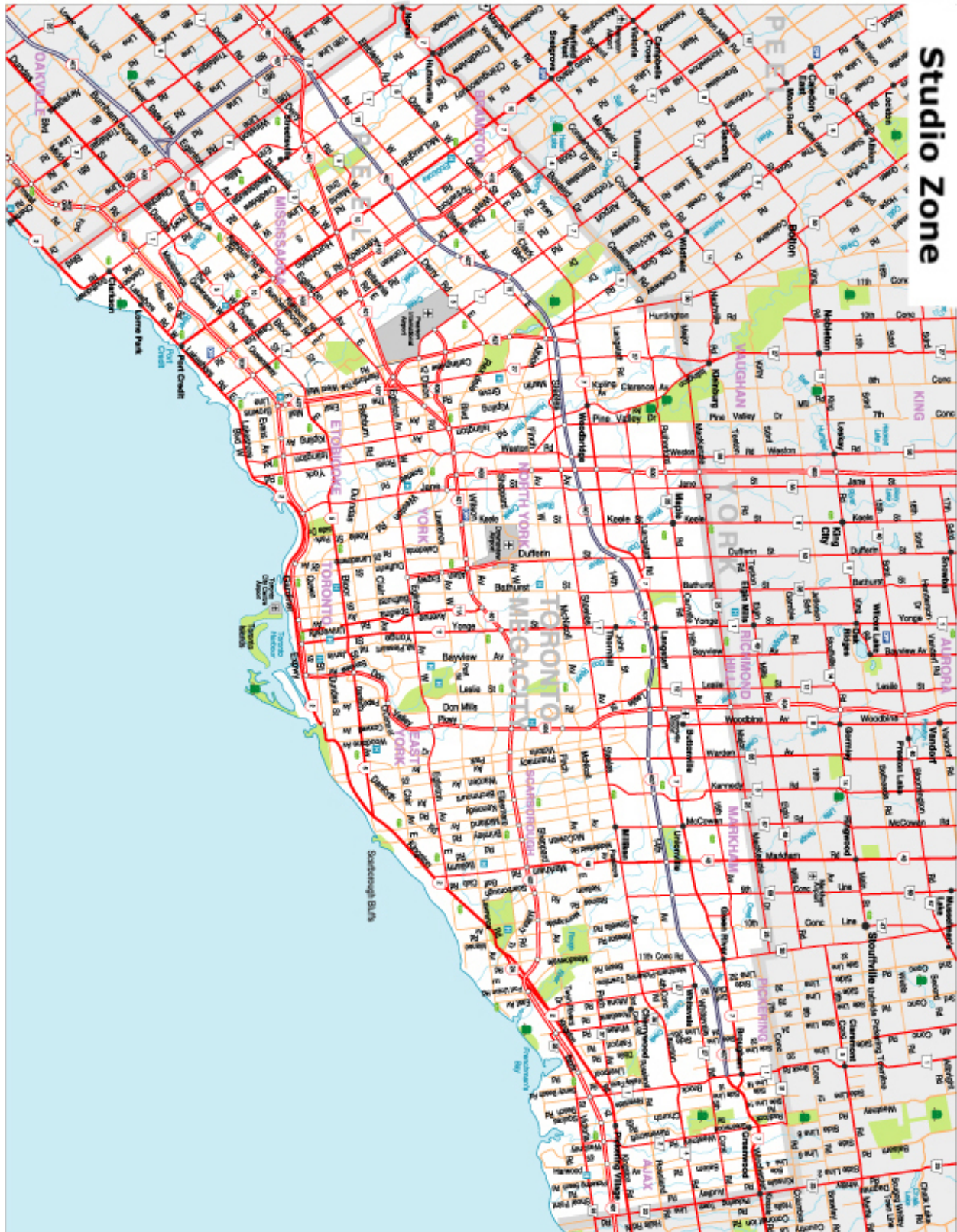
The budget figure stated herein represents the total production cost, total herein defined as all costs incurred by Producers \_\_\_\_\_ Yes \_\_\_\_\_ No.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature of Signing Officer)

\_\_\_\_\_  
(Print Name of Signing Officer)

## APPENDIX H





APPENDIX I



## APPENDIX J

### 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) In the event that a Producer engages persons who are in a classification of the VIDEO/TECHNICAL TV department, negotiations shall immediately commence to establish Minimum Rates for technician(s) in such classification(s). All other terms and conditions of the Agreement shall apply to Technicians in a classification of the VIDEO/TECHNICAL TV department.
- (b) If the parties are not able to meet to agree on the minimum rates for technician(s) in such classification(s) the minimum rates shall be settled by means of the grievance procedure Article 6 in the Agreement and the arbitrator shall have the jurisdiction to establish the minimum rates.
- (c) This Letter of Understanding shall be part of the new Agreement and enforceable under the Agreement.

#### NABET 700-M UNIFOR

Feb 16, 2022

Date

  
Peggy Kyriakidou, President

Feb 17, 2022

Date

  
Kristen O'Reilly, Senior Vice-President

Feb 18, 2022

Date

  
Gerry Mendoza, Secretary Treasurer

Feb 19, 2022


Date

  
Pearl Almeida, UNIFOR National Rep

#### CANADIAN MEDIA PRODUCERS ASSOCIATION

Feb 16, 2022

Date

  
Sean Porter, Lead Negotiator and Senior Director,  
National Industrial Relations and Counsel



## APPENDIX K

### 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 Union will provide the CPGA with an outline of the Crew Rep training program.
- (b) Should any substantive changes be made to the training program offered by the Union the CPGA will be advised.
- (c) The Union will train members on an as needed basis so as to provide quality representatives to signatory productions.
- (d) The Union and CPGA agree to meet and review the Crew Rep training program contents and the levels of training achieved by the Union on the one year anniversary of this Agreement.

#### NABET 700-M UNIFOR


Feb 16, 2022

Date

  
\_\_\_\_\_  
Peggy Kyriakidou, President

Feb 17, 2022

Date

  
\_\_\_\_\_  
Kristen O'Reilly, Senior Vice-President

Feb 18, 2022

Date

  
\_\_\_\_\_  
Gerry Mendoza, Secretary Treasurer

Feb 19, 2022


Date

  
\_\_\_\_\_  
Pearl Almeida, UNIFOR National Rep

#### CANADIAN MEDIA PRODUCERS ASSOCIATION

Feb 16, 2022

Date

  
\_\_\_\_\_  
Sean Porter, Lead Negotiator and Senior Director,  
National Industrial Relations and Counsel

## APPENDIX L

### 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 Women's Representative is a specifically trained 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 CMLPA 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 CMLPA 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 CMLPA 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.

#### NABET 700-M UNIFOR

Feb 16, 2022

Date

  
Peggy Kyriakidou, President

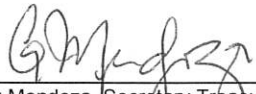
Feb 17, 2022

Date

  
Kristen O'Reilly, Senior Vice-President

Feb 18, 2022

Date

  
Gerry Mendoza, Secretary Treasurer

Feb 19, 2022


Date

  
Pearl Almeida, UNIFOR National Rep

#### CANADIAN MEDIA PRODUCERS ASSOCIATION

Feb 16, 2022

Date

  
Sean Porter, Lead Negotiator and Senior Director,  
National Industrial Relations and Counsel

## 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 CMTA 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 CMTA 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 CMTA 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.

#### NABET 700-M UNIFOR


Feb 16, 2022

Date

  
Peggy Kyriakidou, President

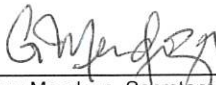
Feb 17, 2022

Date

  
Kristen O'Reilly, Senior Vice-President

Feb 18, 2022

Date

  
Gerry Mendoza, Secretary Treasurer

Feb 19, 2022

Date

  
Pearl Almeida, UNIFOR National Rep

#### CANADIAN MEDIA PRODUCERS ASSOCIATION

Feb 16, 2022

Date

  
Sean Porter, Lead Negotiator and Senior Director,  
National Industrial Relations and Counsel



## APPENDIX N

### Letter of Understanding

The CMPA and the Union support equity, diversity and inclusion in the film, television and new media production 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 the Union and the CMPA. Other industry stakeholders may be invited to participate in committee meetings as appropriate and as mutually agreed between the Union 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 Union 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.

#### NABET 700-M UNIFOR

Feb 16, 2022

Date

  
Peggy Kyriakidou, President

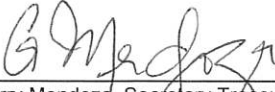
Feb 17, 2022

Date

  
Kristen O'Reilly, Senior Vice-President

Feb 18, 2022

Date

  
Gerry Mendoza, Secretary Treasurer

Feb 19, 2022


Date

  
Pearl Almeida, UNIFOR National Rep

#### CANADIAN MEDIA PRODUCERS ASSOCIATION

Feb 16, 2022

Date

  
Sean Porter, Lead Negotiator and Senior Director,  
National Industrial Relations and Counsel