

**MEMORANDUM OF AGREEMENT AS OF THIS 24 DAY OF OCTOBER 2024
BETWEEN NABET, 700-M – UNIFOR (“NABET”) AND THE CANADIAN MEDIA
PRODUCERS ASSOCIATION (“CMPA”, COLLECTIVELY WITH NABET THE
“PARTIES”) IN CONNECTION WITH CHANGES TO THE COLLECTIVE
AGREEMENT (THE “AGREEMENT”)**

This Memorandum of Agreement reflects the complete understanding reached between the Parties. As soon as practicable and subject to ratification as per the practices of the Parties, this Memorandum of Agreement will be reduced to formal contract language, where necessary, for inclusion into the 2025-2027 Agreement.

All of the provisions of the Agreement between the Parties expiring December 31, 2024 are renewed and/or modified subject to the following:

NABET Proposals

(1) General Rate Increase: 5% effective on the effective date of the 2025 – 2027 Agreement; 5% effective January 1, 2026; and 3.5% effective January 1, 2027.

(2) Term of the Agreement: The later of January 1, 2025 or the date of full ratification of the Agreement to December 31, 2027.

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

(A) Article 3.2 – Security for Wages – Amend Article 3.2 as follows in accordance with Revised Union Proposal #1 (October 23, 2024):

Article 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)~~ forty thousand dollars (\$40,000.00) 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. Twenty-five percent (25%) of sSuch guarantee must be posted with the Union prior to the completion of the first week of work of Technicians with the balance of such guarantee to be posted 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.

(B) [NEW] Letter of Understanding – Generative Artificial Intelligence - Amend the Agreement to include a new Letter of Understanding as follows in accordance with Revised Union Proposal #2 (October 23, 2024):

Letter of Understanding

For the purposes of this Letter of Understanding, “Generative Artificial Intelligence” (“GAI”) means generative artificial intelligence technology (e.g. ChatGPT or analogous technology).

NABET 700-M Unifor and the CMPA (collectively the “Parties”) mutually affirm their commitment to protecting the continued role and importance of human Technicians in the independent production sector in Canada.

The Parties also mutually recognize that this remains a rapidly evolving issue and is likely to continue to be impacted by legal, regulatory and global market developments during the term of the 2025-2027 Agreement.

The Parties agree to meet at least semi-annually during the term of the 2025-2027 IPA to review and discuss developments related to the use of GAI in independent production and may mutually agree in writing to implement additional terms and conditions regarding GAI during the term of the 2025-2027 agreement.

(C) [NEW] Article 8.XX – Employment Conditions – Amend Article 8 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #3 (October 21, 2024):

[NEW] Article 8.XX

A Technician may request accommodation for breastfeeding and/or pumping by giving reasonable advance written notice of the accommodation request to the Producer or their designate. Upon receiving the Technician's written accommodation request, the Producer will comply with its duty to accommodate in accordance with the Ontario Human Rights Code.

(D) [NEW] Article 8.XX – Employment Conditions – Amend Article 8 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #4 (October 21, 2024):

[NEW] Article 8.XX

The Producer will make menstrual products available to Technicians on set at no cost. The Producer will provide an appropriate container for the disposal of menstrual products.

(E) [NEW] Article 8.1 – Employment Conditions – Amend Article 8.1 as follows in accordance with Revised Union Proposal #5 (October 23, 2024):

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, so that each Technician is able to complete their work in an efficient, safe, creative and productive manner in accordance 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.

(F) [NEW] Letter of Understanding – Amend the Agreement with a new Letter of Understanding as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #6 (October 21, 2024):

[NEW] Letter of Understanding

During 2024 CMPA and NABET negotiations, the Parties discussed the erosion of opportunities for NABET's SPFX department. The Parties agree to establish a committee to discuss furthering such opportunities. This committee will meet quarterly during the term of the Agreement.

(G) Article 9.7(f) – Nearby Location – Amend Article 9.7(f) as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #8 (October 21, 2024):

Article 9.7 NEARBY LOCATION

~~(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 in the

following circumstances:

- (i) When any workday at a Nearby Location is thirteen (13) hours in duration or longer not including unpaid meal breaks; or
- (ii) When the start of the Technician's workday the following day at a Nearby Location will encroach the minimum turnaround period under Article 14.9.

(H) Article 9.7(h) – Nearby Location – Amend Article 9.7(h) as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #9 (October 23, 2024):

Article 9.7 NEARBY LOCATION

(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 <u>\$20.00</u>
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) Article 9.8(c) – Distant Location – Amend Article 9.8(c) as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #11 (October 23, 2024):

9.8 DISTANT LOCATION

(c) Technicians on Distant Location assignments shall receive a per diem allowance of ~~sixty-two dollars and fifty cents (\$62.50)~~ seventy dollars (\$70.00) 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)~~ seventy dollars (\$70.00) 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.

(J) Article 9.11(a) – Use of Personal Vehicles – Amend Article 9.11(a) as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #13 (October 21, 2024):

Article 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)~~ forty-two (42) 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, or forty dollars (\$40) per day for an SUV, pick-up truck or mini-van, plus all gas expenses, as supported by verifiable receipts, incurred for work related purposes.

(K) Article 10.4 – Amend Article 10.4 as follows in accordance with CMPA Counter Proposal #2 to Union Proposal #14 (October 23, 2024):

Article 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 or digital format, when available, or other mutually agreeable format, for the exclusive purpose of in-house promotion. Upon request and if publicly available in Canada, the Producer will make available to the Union a digital trailer(s) and/or digital poster(s).

(L) Article 11.1 – Paid Holidays, Vacation Pay & Fringes – Amend Article 11.1 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #15 (October 21, 2024):

Article 11.1

The following ~~ten(10)~~ eleven (11) days are paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	<u>National Day for Truth and Reconciliation</u>
Civic Holiday (1st 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, excluding the National Day for Truth and Reconciliation, shall fall on a scheduled day off, the regular workday immediately following shall be deemed the day celebrated.

(M) Article 12.2 – First Meals – Amend 12.2 as follows in accordance with CMPA Counter Proposal #2 to Union Proposal #16

Article 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~~ the Technician shall be paid for the entire period including the portion used for the meal. The first meal period shall commence not earlier than the beginning of the fourth (4th) hour and be completed by the end of the seventh (7th) hour, computed from the beginning of the workday.

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

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

~~(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.~~

(N) Article 12.6(c) – Amend Article 12.6(c) as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #17 (October 23, 2024):

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 1st meal becomes due during their work day, a 1st meal allowance of ~~seventeen dollars and fifty cents (\$17.50)~~ twenty dollars (\$20), 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.

(O) Article 13.8 – *Amend Article 13.8 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #19 (October 23, 2024):*

13.8 The Producer shall provide washroom and toilet facilities, and shall make reasonable efforts to include gender neutral facilities, at all sites and locations and shall be maintained on a standard to those required by the Workplace Safety and Insurance Board.

(P) Article 14.2 – Standard Work Call – *Amend Article 14.2 as follows in accordance with CMPA Counter Proposal #1 to Union Proposal #20 (October 21, 2024):*

Article 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.

The Producer shall comply with its obligations, as applicable, under the disconnecting from work provisions under the Ontario *Employment Standards Act*.

(Q) Article 14.15 - *Amend Article 14.15 as follows in accordance with Revised NABET Proposal #23 (October 23, 2024):*

Article 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 one day of injury or illness one time per Production per twelve (12) week period of engagement. The Technician shall report any illness or injury to the Producer as soon as possible so adequate replacement may be made, if necessary. For clarity, all unused paid sick days shall be eliminated at the conclusion of

the Technician's engagement and shall not be carried over or paid out to the Technician.

(R) Schedule 2 – Minimum Rates – *Amend Schedule 2 as follows in accordance with CMPA Counter Proposal #2 to Union Revised Proposal #30 (October 23, 2024):*

- (i) Add Breakdown Artist/Ager/Dyer to footnote under “Key Costume”
- (ii) Add Set Wire Technician, listed at ~~Second~~ Lighting Technician rate (as “Lighting Technician/Set Wire Technician”)
- (iii) Add Assistant On-Set Props, listed at Assistant Props Master rate (as “Assistant Property Master/Assistant On-Set Props”)
- (iv) Add Researcher, listed at Set Dresser classification (as “Set Dresser/Researcher”)
- (v) Add Picture Car Wrangler to the Driver job classification (as “Driver/Unit Mover/Swamper/Picture Car Wrangler”)
- (vi) Add Picture Car Coordinator to the Driver Captain classification (as “Driver Captain/Picture Car Coordinator”)
- (vii) Amend the Head of Department rate for the hair department by adding \$2.00 to the rate for year 1 after applying the agreed to general wage increase for year 1 of the Agreement.
- (viii) Amend the Head of Department rate for the makeup department by adding \$2.00 to the rate for year 1 after applying the agreed to general wage increase for year 1 of the Agreement.

(S) Appendix D – Standard Form Deal Memo – *Amend Appendix D as follows in accordance with Union Proposal #31*

- Add a space for an email address to be included on the deal memo

CMPA PROPOSALS

(1) The Parties agree to adjust Tier A (with a corresponding change to the upper limit of Tier B) as follows: 20% effective on the effective date of the Agreement; 3% effective January 1, 2026; and 3% effective January 2027.

(2) The Parties agree to adjust all other Tiers as follows:

- a. 5% increase effective on the effective date of the Agreement;
- b. 3% increase effective January 1, 2026;
- c. 3% increase effective January 1, 2027.

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

(A) Article 14.5 – Hiatus– *Amend Article 14.5 as follows in accordance with CMPA Revised Proposal #2 to CMPA Proposal #8 (October 24, 2023):*

14.5 HIATUS

(a) The Producer shall be entitled to impose a maximum hiatus period equal to one (1) week for each ~~eight (8)~~ six (6) 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) – (e): *Status quo.*

(f) Any Technician who is required by the Producer to work during the hiatus period, and who does not receive written notice of such requirement at least fourteen (14) calendar days prior to the start of the hiatus, will be paid at a minimum of one and one-~~fifth (1 1/5)~~-~~half (1 1/2)~~ 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.

(B) Article 14.10 – Working in a Higher Classification – *Amend Article 14.4 as follows in accordance with CMPA Proposal #10 (October 21, 2024):*

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 in the higher rated classification.

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

(i) *Amend Appendix B as follows:*

Aircraft Pictures Ltd.
Blink 49 Studios Inc.
Boat Rocker Media
~~Breakthrough Entertainment~~
Cameron Pictures
Copperheart Entertainment
~~Entertainment One~~ Lionsgate Canada Inc.
~~Fresh TV Inc.~~
Muse Entertainment Enterprises Inc.
New Metric Media
Pier 21 Films

~~Prodigy Pictures Inc.~~
Rhombus Media Inc.
Serendipity Point Films
Sinking Ship Entertainment
~~Sienna Films~~ Sphere Media
Shaftesbury Films
Thunderbird Entertainment Inc.
Whizbang Films Inc.
Wildbrain Ltd.

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

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

Entered into this 24 day of October 2024.

For NABET, 700-M - Unifor:

Ryan Pogue

Oct 24, 2024

For CMPA:

[Signature]

October 24, 2024