

**Memorandum of Agreement for the 2025 – 2028 Directors Guild of Canada,  
B.C. District Council Collective Agreement**

This Memorandum of Agreement (this “Memorandum”) is entered into between the Directors Guild of Canada, B.C. District Council (the “Union”), on the one hand, and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers (“AMPTP”) and the Canadian Media Producers Association - BC Producers Branch (“CMPA-BC”) (collectively known as the "Negotiating Producers"), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language. This Memorandum of Agreement does not set forth contract language, except where the context clearly indicates otherwise.

The provisions of this Memorandum of Agreement modify the provisions of the 2021-2024 Directors Guild of Canada, B.C. District Council Collective Agreement, as modified by the Memorandum of Agreement Extending the Directors Guild of Canada, B.C. District Council Collective Agreement of 2021 from April 1, 2024 to and including March 31, 2025 (hereinafter the “2021 Collective Agreement”). All of the provisions of the 2021 Collective Agreement shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the Special Conditions for Directors (referred to as “Appendix A”), the Wage Scales (referred to as “Appendix B”), and/or in the Collective Agreement, unless otherwise specifically provided.

The provisions contained herein shall be effective as of April 1, 2025 or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

1. **Term**

The term of the 2025-2028 DGC Collective Agreement shall commence on April 1, 2025 and shall continue to and including March 31, 2028.

2. **Minimum Wage Rates**

- a. Except as provided in Item 2.b. of this Memorandum, increase wage rates by five and one-half percent (5.5%) effective [*insert date that is March 30, 2025 or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later*] (the “first year general wage increase”), by an additional four percent (4%) effective March 29, 2026 (the “second year general wage increase”) and by an additional three and one-half percent (3.5%) effective April 4, 2027 (the “third year general wage increase”). These increases shall be compounded.

b. **Minimum Wage Rate Differential**

- i. Effective March 30, 2025 (*i.e.*, the Sunday closest to April 1<sup>st</sup>), increase the Helper Production Assistant (“Helper PA”) rate to \$18.50 per hour. This rate shall not be subject to the first year general wage increase described in Item 2.a. of this Memorandum, but shall be subject to the second year general wage increase and third year general wage increase.
- ii. During the term of the 2025-2028 Collective Agreement, wage rates in Appendix B1 (Features > \$20M) and in Appendix B2 (Features ≤ \$20M and Television other than Series Subject to “One-Year Lag” Rates) for the classifications listed below shall be the higher of the rate calculated pursuant to Item 2.a. of this Memorandum, based on the wage rates in effect as of March 31, 2024, or the rate resulting from the following adjustments:

	Features > \$20M	Features ≤ \$20M & Television Productions	
Member Production Assistant (“Member PA”)	\$0.25/hour	\$0.25/hour	above Helper PA
Key Production Assistant (Key PA)	\$0.50/hour	\$0.50/hour	above Member PA
Trainee Assistant Location Manager (“TAL”)	\$0.70/hour	\$0.50/hour	above Key PA
Trainee Assistant Director (“TAD”)	\$0.70/hour	\$0.50/hour	above Key PA
Location Scout	\$1.10/hour	\$0.85/hour	above TAL
3rd Assistant Director (“3 <sup>rd</sup> AD”)	\$3.50/hour	\$2.00/hour	above TAD

- iii. In no event will the rate for a “higher-rated” classification be less than the Trainee Assistant Director (TAD) / Trainee Assistant Location Manager (TAL) rate.
- iv. The current Appendix B4 “One-Year Lag” Rates will be subject to the agreed-upon general wage increases, rather than being calculated as a reduction from the rates in Appendix B2 (Features ≤ \$20M and Television other than Series Subject to “One-Year Lag” Rates), except that the rates for Production Assistants, Trainee Assistant Directors and Trainee Assistant Location Managers will not be subject to any discount under the “one-year lag” rates (*i.e.*, the rates for PAs and TADs/TALs will be the same as on all other productions).
- v. Sideletter No. 4 Rates Other than “One-Year Lag” Rates

The applicable discounts in Sideletter No. 4 shall apply; provided, however:

- 1. In no event shall a minimum wage rate be discounted to less than the Trainee Assistant Director/Trainee Assistant Location Manager

rate. (Note that this replaces the current floor of \$1.50/hour above the then-current Provincial Minimum.)

2. In no event shall the minimum wage rates in Appendix B5 - B10 be discounted to less than the rate that results from the following adjustments:

	Sideletter No. 4 Productions	
Assistant Location Manager (“ALM”)	\$0.50/hour	above TAL
Location Manager (“LM”)	\$1.00/hour	above ALM
3rd AD	\$0.50/hour	above TAD
2nd Assistant Director (“2 <sup>nd</sup> AD”) / Unit Manager	\$0.50/hour	above 3rd AD

The differentials in the chart above preserve the following hierarchy of rates for the “higher-rated” classifications across all wage schedules, from lowest to highest rated classification:

- a. 3rd Assistant Director;
- b. Assistant Location Manager;
- c. 2nd Assistant Director/Unit Manager;
- d. Location Manager; and
- e. 1st Assistant Director.

### 3. **Retirement Fund Contribution Rates**

- a. Except as provided in Item 3.b. of this Memorandum, increase the Employer contribution rate to the DGC Group Retirement Savings Plan (the “Retirement Fund”) by one-half percent (0.5%) effective March 29, 2026 and by an additional one-half percent (0.5%) effective April 4, 2027.
- b. The foregoing Retirement Fund contribution increases shall not apply to productions operating under Section 2.02a)iii), iv), v) or vi) of Sideletter No. 4 (*i.e.*, Long-form television productions with budgets less than \$5,300,000 CAD). (For clarity, the draft of those subsections in Item 10.a. of this Memorandum reflects the freeze of those contribution rates.)

4. **Kit Rental**

a. *Modify Article 7.14 of the 2021 Collective Agreement as follows:*

**“No Requirement to Furnish Services or Equipment**

- “7.14 (a) The Employer shall not require a prospective Employee to perform any work as a prior condition to employment or to furnish equipment, vehicle(s), material(s), or working space. This shall not preclude a prospective Employee from demonstrating the Employee’s ability or equipment.
- “(b) Employees shall not be required by the Employer to use a personal vehicle(s) in the conduct of the Employer’s business.
- “(c) When an Employee agrees to furnish equipment (which may include computers, printers, tablets, subscription software, etc.) vehicle(s), material(s), or working space, the Employer will pay the Employee such rental rates as are agreed upon and such agreed-upon amounts shall be paid separate and apart from wages.
- “(d) When the Employer and the Employee enter into an agreement concerning the rental of the Employee’s equipment, vehicle(s), material(s) or working space, the Union is not a party to the agreement and that agreement is not enforceable under this Collective Agreement.
- “(e) Cell Phones: This subparagraph (e) is effective [insert date that is April 6, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]. It is understood that the Employer may require Employees to use their personal cell phone in order to carry out the duties of the job. In those circumstances, the Employer shall compensate the Employee at a rate of \$3.00 per day, not to exceed \$15.00 per week, for cell phone use. An Employee may individually negotiate with the Employer for amounts in excess of the foregoing. Employees shall not use their personal cell phones to carry out the duties of the job unless compensation is provided under this paragraph. It is understood that the Employer shall not be required to compensate the Employee when a personal cell phone is used to complete start paperwork or time cards, receive call sheets, receive texts with call times or changes in location or for similar uses which do not involve carrying out the duties of the job.”

b. *Modify Schedule A-2 of the 2021 Collective Agreement as follows:*

**“Directors Guild of Canada, B.C. District Council Standard Form – Deal Memo**

“Other Terms (e.g. Credit, Per Diem, Kit Rental, etc.)”

5. **Travel Allowances**

a. *Modify Article 22.6(b) of the 2021 Collective Agreement as follows:*

**“Transportation**

“22.6 (a) \* \* \*

“(b) For locations outside the boundaries of a Studio Zone where the Employer is not providing overnight accommodations for the Employees, the Employer shall provide transportation to and from the location from a marshalling point or points within the Studio Zone. As an alternative, the Employer may pay each Employee agreeing to use ~~their own~~ a personal vehicle the cost per kilometer, as set forth in the following chart, ~~Thirty Five Cents (\$0.35) per kilometer~~ for kilometers driven to and from the Studio Zone limits.

	<u>“Effective April 1, 2025</u>	<u>Effective [<i>insert date that is April 6, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later</i>]</u>	<u>Effective [<i>insert date that is April 5, 2026, or the first Sunday that is one year following the business day on which the Negotiating Producers receive notice of ratification, whichever is later</i>]</u>	<u>Effective [<i>insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later</i>]</u>
<u>Cost per kilometer</u>	<u>\$0.35</u>	<u>\$0.43</u>	<u>\$0.48</u>	<u>\$0.55”</u>

b. *Modify Article 22.13 of the 2021 Collective Agreement as follows:*

**“Vehicle Allowance**

“22.13 Whenever Employees agree to furnish ~~their own~~ a personal vehicle at the Employer’s request, the Employer shall reimburse the Employee for the use of that vehicle at the minimum rate of either ~~Thirty Five Cents (\$0.35) per kilometer or Thirty Dollars (\$30.00) per day~~, (i) the cost per kilometer, as set forth in the following chart, or (ii) the daily rate as set forth in the following chart, together with all gas expenses incurred for work related

purposes. The Employer shall elect one of these options. That election shall apply for the duration of the Employee’s engagement and shall be specified in the Employee’s Deal Memo.

	<u>“Effective April 1, 2025</u>	<u>Effective [insert date that is April 6, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]</u>	<u>Effective [insert date that is April 5, 2026, or the first Sunday that is one year following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]</u>	<u>Effective [insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]</u>
<u>Cost per kilometer</u>	<u>\$0.35</u>	<u>\$0.43</u>	<u>\$0.48</u>	<u>\$0.55</u>
<u>Daily</u>	<u>\$30.00</u>	<u>\$35.00</u>	<u>\$40.00</u>	<u>\$45.00”</u>

6. **Per Diem Package**

a. *Modify Article 22.8 of the 2021 Collective Agreement as follows:*

**“Per Diem Allowance**

“22.8 On distant locations, the Employee shall be paid in advance a per diem allowance commensurate with the standard of living in the work area but not less than the total applicable per diem listed below. ~~Sixty Five Dollars (\$65.00). However, If meals are provided at the expense of the Employer, the per diem allowance may be reduced in by the appropriate following amount(s) listed below: Breakfast, fourteen dollars and fifty cents (\$14.50); Lunch, Twenty Dollars and Fifty Cents (\$20.50) and Dinner, Thirty Dollars (\$30.00).~~ The day of departure and the day of return shall be considered distant location days, not hold-over days.

	<u>Effective April 1, 2025</u>	<u>Effective [insert date that is April 6, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]</u>	<u>Effective [insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]</u>
<u>Breakfast</u>	<u>\$14.50</u>	<u>\$14.50</u>	<u>\$14.50</u>
<u>Lunch</u>	<u>\$20.50</u>	<u>\$22.50</u>	<u>\$25.50</u>
<u>Dinner</u>	<u>\$30.00</u>	<u>\$33.00</u>	<u>\$35.00</u>
<u>Total Per Diem</u>	<u>\$65.00</u>	<u>\$70.00</u>	<u>\$75.00”</u>

- b. *Modify Article 16.3(b) of the 2021 Collective Agreement to reflect the changes above, as follows:*

**“Meals and Meal Allowances**

“16.3 (a) When the Employer provides a meal or meal allowance (as distinguished from a per diem or penalty) to a working unit, the Employees in that working unit (other than those receiving a per diem allowance for meals on distant locations) will be provided a meal or the same meal allowance ~~where~~ when they have satisfied the same terms and conditions for entitlement to such meal or allowance. Meals provided by the Employer shall not be deducted from the Employee’s wages.

“(b) When the Employer provides a meal (*i.e.*, breakfast, lunch or dinner) to a working unit, any Employee in that working unit who is not provided that meal shall be paid the appropriate meal allowance specified in ARTICLE 22.8 (*i.e.*, ~~breakfast, Fourteen Dollars and Fifty Cents (\$14.50), lunch, Twenty Dollars and Fifty Cents (\$20.50), and dinner, Thirty Dollars (\$30.00)~~the amounts listed below), or as increased pursuant to ARTICLE 22.14. Such allowance shall be in addition to the compensation for work time and shall not be applied as part of any guarantee.

	<u>Effective April 1, 2025</u>	<u>Effective [<i>insert date that is April 6, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later</i>]</u>	<u>Effective [<i>insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later</i>]</u>
<u>Breakfast</u>	<u>\$14.50</u>	<u>\$14.50</u>	<u>\$14.50</u>
<u>Lunch</u>	<u>\$20.50</u>	<u>\$22.50</u>	<u>\$25.50</u>
<u>Dinner</u>	<u>\$30.00</u>	<u>\$33.00</u>	<u>\$35.00</u>
<u>Total Per Diem</u>	<u>\$65.00</u>	<u>\$70.00</u>	<u>\$75.00</u>

7. **Illness, Medical and Union Leave**

*Modify Article 23.1 of the 2021 Collective Agreement as follows:*

**“Illness, Medical-Injury and Union Leave**

“23.1 (a) The Employer shall make reasonable efforts to grant any weekly Employee a leave of absence without pay due to personal illness or injury.



“(b) If any Employee, after starting work, suffers an injury or any illness which prevents the Employee from carrying out the Employee’s duties, the Employer shall pay the Employee’s contracted wages for the first day of injury or illness. This Article 23.1(b) does not apply to any Employee who qualifies for paid sick leave under the Employment Standards Act.

“(c) For purposes of satisfying the ninety (90) consecutive days of employment needed to be eligible for paid illness or injury leave under the Employment Standards Act, consecutive days worked by a weekly Employee on an episodic television series at the end of one season may be aggregated with consecutive days worked by that Employee at the beginning of the next season of the same episodic television series, so long as the break between seasons is less than six (6) months. (It is understood that Employees who work on an alternating schedule of employment shall not be disqualified from aggregating workdays under the preceding sentence because they conclude employment with the penultimate episode of one season or start employment on the second episode of the next season.)

“A weekly Employee who has qualified for paid illness or injury leave on an episodic television series under the preceding paragraph will maintain eligibility for paid illness or injury leave on that same series if, after initial qualification for paid illness or injury leave, the Employee continues to work as a weekly Employee on the same episodic television series, with employment commencing at the start of each subsequent season and continuing until the end of that season. (It is understood that Employees who work on an alternating schedule of employment shall not be disqualified from continued eligibility because they conclude employment with the penultimate episode of one season or start employment on the second episode of the next season.) If a break occurs in the Employee’s employment on the series (either because of resignation, termination, layoff, employment other than as a weekly Employee on that series or employment on that series other than from the start of a season until the end), the Employee’s eligibility for paid illness or injury leave shall end. An Employee who loses eligibility must satisfy the ninety (90) consecutive days of employment standard in order to requalify.

*[For examples that illustrate the operation of subparagraph (c), see Exhibit 3 of this Memorandum.]*

“(e)(d) The Employee shall report any illness or injury to the Employer as soon as possible so adequate replacement may be made, if necessary.

“(d)(e) The Employer shall make reasonable efforts to accommodate necessary absences occasioned by attendance at medical or dental examinations, and official Union business.”



8. **Generative Artificial Intelligence**

*Add a Sideletter to the 2021 Collective Agreement as follows:*

"SIDELETTER NO. X  
"As of April 1, 2025

[Address block omitted]

“Re: Generative Artificial Intelligence

“Dear Carol and Jason:

“During the negotiations for the 2025 Agreement, the parties discussed the use of Generative Artificial Intelligence (‘GAI’) in the production of motion pictures. The parties acknowledged that definitions of GAI may vary, but agreed that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2). It does not include ‘traditional AI’ technologies programmed to perform specific functions, such as those already used during all stages of motion picture production (e.g., CGI and VFX).

“The parties acknowledge the importance of human contributions in motion pictures and the need to address the potential impact of the use of GAI on the employment of Union-represented Employees.

“The Employers re-affirm their respect for the creative rights set forth in Article 12.1 and Appendix ‘A’ of the Agreement. Further, an Employer's decision to utilize GAI in connection with creative elements will be subject to consultation between the Employer and the employee, consistent with the requirements of the Agreement. To the extent an employee uses GAI, the parties confirm that the employee will be required to adhere to the Employer's policies (e.g., policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights). In any event, the Employer retains the right to require that an employee obtain consent before using GAI and the right to reject the use of GAI that could adversely affect the copyrightability or exploitation of the work. The Employers agree that the duties customarily assigned to Union-represented employees as referenced in, among other provisions, Article 12 and Appendix ‘A’ of the Agreement, must be assigned to a person covered by the Agreement, and the Employers acknowledge that GAI does not constitute a person.

“Given the potential impact on the motion picture industry and Union-represented employees, the Employers agree to meet regularly with the Union during the term of the 2025 Agreement as follows: (1) to discuss appropriate remuneration, if any, with respect to material directed by Union-represented employees that is used to train a GAI system for the purpose of creating new motion picture content; (2) on a semi-annual basis, to discuss the current and intended uses of GAI in motion picture production with at least one senior executive from each AMPTP and CMPA company involved in the

development and/or use of GAI in production in attendance; and (3) on a company-by-company basis semi-annually at the request of the Union and subject to each participating representative executing mutually agreed-upon confidentiality agreements to discuss and review information related to each company's use and intended use of GAI in motion picture production. The Union shall limit its representatives participating in the company-by-company-meetings described in subparagraph (3) above to a reasonable number of individuals (i.e., not to exceed eight (8)).

“The parties recognize that this Sideletter is being negotiated at a time when the use of GAI is in the process of exploration, experimentation, and innovation. Therefore, this Sideletter expires on March 31, 2028, unless the parties mutually agree to an extension.”

9. **Director’s Cut**

During the 2024 negotiations, the DGC BC raised concerns about compliance with the cutting time provision for Directors working on Long-form Television. The CMPA and the DGC BC agreed to continue these discussions during the term of the 2025 Agreement by convening a subcommittee (the “Director Cut Committee”) to discuss and resolve that issue.

The Director Cut Committee will be composed of five representatives for the CMPA-BC and five representatives for the DGC BC.

The Director Cut Committee shall determine the date, time and location of its meetings. The first meeting of the Director Cut Committee will occur on or before May 1, 2025 and the Director Cut Committee shall complete its discussion and advise the parties of the outcome by March 31, 2026.

During the period the Director Cut Committee continues to meet, the DGC BC agrees not to file any grievances with respect to non-compliance with the Director cutting time provision in the Agreement.

10. **Sideletter No. 4**

- a. Increase the budget thresholds in Section 2.02a)ii) - vi) (Long-form Television Productions with Budgets over \$1,200,000) of Sideletter No. 4 of the 2021 Collective Agreement by six percent (6%) effective [*insert date that is March 30, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later*], as follows:

**“2.02 Long-Form, Pilots and Canadian Domestic Television Production:**

- “a) **For Long-form Television Productions with Budgets over ~~\$1,200,000~~ \$1,272,000 CAD**, the terms and conditions of the Collective Agreement will be modified as follows:

\* \* \*

- “ii) Budgets over ~~\$5,000,000~~ \$5,300,000 CAD: Wages will be five percent (5%) less than the applicable Television Production Rates. Fringe rate will be as set forth in the Collective Agreement.
- “iii) Budgets over ~~\$3,000,000~~ \$3,180,000 CAD up to ~~\$5,000,000~~ \$5,300,000 CAD: Wages will be twenty-five percent (25%) less than the applicable Television Production Rates. Total fringe rate shall be fourteen percent (14%) plus \$12.00 per day supplemental contribution to the Health and Welfare Fund. [*This fringe rate is not subject to the Retirement Fund contribution rate increases in Item 3.a. of this Memorandum.*]
- “iv) Budgets over ~~\$2,000,000~~ \$2,120,000 CAD up to ~~\$3,000,000~~ \$3,180,000 CAD: Director wages, which includes a World-Wide All Media in Perpetuity buy-out, at three percent (3%) of total Budget. Crew Wages will be thirty-five percent (35%) less than the applicable Television Production Rates. Total fringe rate shall be fourteen percent (14%) plus \$12.00 per day supplemental contribution to the Health and Welfare Fund. [*This fringe rate is not subject to the Retirement Fund contribution rate increases in Item 3.a. of this Memorandum.*]
- “v) Budgets over ~~\$1,200,000~~ \$1,272,000 CAD up to ~~\$2,000,000~~ \$2,120,000 CAD: Director wages, which includes a World-Wide All Media in Perpetuity buy-out, at two and one-half percent (2.5%) of total Budget. Crew Wages will be forty-five percent (45%) less than the applicable Television Production Rates. Total fringe rate shall be fourteen percent (14%) plus \$12.00 per day supplemental contribution to the Health and Welfare Fund. [*This fringe rate is not subject to the Retirement Fund contribution rate increases in Item 3.a. of this Memorandum.*]
- “vi) Budgets of ~~\$1,200,000~~ \$1,272,000 CAD and below: Wages (including the Director’s buy-out) subject to individual negotiation between individual employee and employer. However, under no circumstances may the wages be less than the minimums required pursuant to the British Columbia Employment Standards Act. Total fringe rate shall be ten and one-half percent (10.5%) plus \$12.00

per day supplemental contribution to the Health and Welfare Fund.” [This fringe rate is not subject to the Retirement Fund contribution rate increases in Item 3.a. of this Memorandum.]

- b. Modify Section 2.02c) (Canadian Domestic Television Series) of Sideletter No. 4 of the 2021 Collective Agreement as follows:

“c) **Canadian Domestic Television Series** Production wages will be ~~eight percent (8%)~~ ten percent (10%) less than the applicable Television Production Rates. Trainees and Production Assistants will be excluded from the wage reduction. Scale minimum wage rates for Location Scouts will be no less than ~~the Trainee Assistant Director/Trainee Assistant Location Manager rate \$1.50 per hour above the then current Provincial Minimum (i.e., \$16.10 per hour as of April 1, 2021; \$16.70 per hour as of June 1, 2021; \$17.15 per hour as of June 1, 2022; and \$18.25 per hour as of June 1, 2023\*)~~. Total fringe rate shall be fourteen and one-half percent (14.5%) during the first two seasons plus \$12.00 per day supplemental contribution to the Health and Welfare Fund. The percentage fringe rate in the preceding sentence shall increase to fifteen percent (15%) effective March 29, 2026, and to fifteen and one-half percent (15.5%) effective April 4, 2027.

11. **Sideletter No. 5**

- a. *Add a new fourth paragraph to the introduction to Sideletter No. 5 re: Productions Made for New Media of the 2025 Collective Agreement as follows:*

“During the 2024 negotiations, in recognition of emerging Free-to-the-Consumer Advertiser-Supported New Media Platforms (AVOD) exhibiting high budget dramatic productions, the parties agree to add provisions for “high budget” dramatic productions made for AVOD as provided in Paragraph E. below.”

- b. *Modify Paragraph D(3)(e)(ii) of Sideletter No. 5 re: Productions Made for New Media of the 2021 Collective Agreement as follows:*

“3 (e) The minimum salaries and fringe rates for Employees employed on a High Budget SVOD Program (other than a pilot, episode of a series or part of a miniseries) that meet the following criteria shall be those that apply to a theatrical motion picture under the ~~2021~~ 2025 DGC Agreement:

- (i) 96 minutes or more in length;

- (ii) Budgeted at over ~~\$41,000,000~~ \$48,184,000 CAD (to be increased by the wage and fringe increases in each year of the Agreement);
- (iii) Intended for initial exhibition on a subscription consumer pay new media platform with 20 million or more subscribers in the United States and Canada; and
- (iv) Subject to a license agreement entered into on or after January 1, 2023 (or, in the absence of a license agreement, commencing principal photography on or after January 1, 2023).

Footnote

The budget threshold increases to \$50,352,000 effective March 29, 2026 ~~\$42,230,000~~ effective July 10, 2022 and to \$52,366,000 effective April 4, 2027 ~~\$43,496,900~~ effective April 2, 2023.”

- c. *Add new Paragraph E to Sideletter No. 5 re: Productions Made for New Media of the 2025 Collective Agreement as follows:*

**“Sideletter No 5 High Budget AVOD Programs**

**“E. Terms and Conditions for “High Budget” Programs Made for Initial Exhibition on a Free-to-the-Consumer Advertiser-Supported New Media Platform (AVOD)**

- “(1) The terms and conditions in this Paragraph E. apply to the following programs that satisfy the definition of a “High Budget AVOD Program” (as that term is defined in subparagraph (2) below):
  - “(a) any new season of a High Budget AVOD series for which principal photography of the first episode of the season commences on or after [insert date that is April 6, 2025 or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later];
  - “(b) any High Budget AVOD mini-series for which principal photography of the first part of such mini-series commences on or after [insert date that is April 6, 2025 or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]; and
  - “(c) any one-time High Budget AVOD Program for which principal photography commences on or after [insert date that is April 6,

2025 or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later];

“Seasons of High Budget AVOD series, High Budget AVOD mini-series and one-time High Budget AVOD Programs which commence principal photography prior to the dates set forth in subparagraphs (a) through (c) above shall be subject to the terms and conditions of Sideletter No. 5 of the 2021 Agreement for the period commencing April 1, 2024 to and including March 31, 2025.

“(2) Original and derivative dramatic productions made for initial exhibition on a Free-to-the-Consumer Advertiser-Supported New Media Platform (AVOD) which meet the following criteria will be considered “high budget” (hereinafter “High Budget AVOD Program”):

<u>Length of Program as Initially Exhibited*</u>	<u>“High Budget” Threshold</u>
<u>20-35 Minutes</u>	<u>\$1,285,000 CAD or more</u>
<u>36-65 Minutes</u>	<u>\$2,200,000 CAD or more</u>
<u>66 Minutes or more</u>	<u>\$3,400,000 CAD or more</u>
<u>* Programs less than 20 minutes are not considered “high budget” for purposes of this Paragraph E., regardless of their budget. For clarity, the “length of the program as initially exhibited” refers to the length of the program as delivered to the exhibitor for initial exhibition.</u>	

“(3) Minimum Salaries and Fringe Rate

“(a) The minimum salaries and fringe rates for Employees employed on High Budget AVOD episodic series shall be as provided in Section 2.01 of Sideletter No. 4 to the 2025 DGC Agreement.

“(b) The minimum salaries and fringe rates for Employees employed on a High Budget AVOD mini-series shall be as provided in Section 2.02a) of Sideletter No. 4 of the 2025 DGC Agreement.

“(c) The minimum salaries and fringe rates for Employees employed on a High Budget AVOD Program more than 65 minutes in length that is not a pilot and that is not part of an episodic series shall be

as provided in Section 2.02a) of Sideletter No. 4 of the 2025 DGC Agreement.

“(d) The minimum salaries and fringe rates for Employees employed on a High Budget AVOD pilot shall be as provided in Section 2.02b) of Sideletter No. 4 of the 2025 DGC Agreement.

“(e) Notwithstanding the foregoing, the minimum salaries and fringe rates for Employees employed on a High Budget AVOD Program without an agreement for exhibition on an AVOD platform in the United States at the commencement of principal photography shall be as provided in Section 2.02c) of Sideletter No. 4 of the 2025 DGC Agreement.

“(4) Terms and Conditions

Terms and conditions for Employees employed on a High Budget AVOD Program shall be those applicable to television motion pictures covered under the 2025 DGC Agreement, with the exception of the following:

“(a) A High Budget AVOD Program between 20 and 35 minutes in length shall be treated as a one-half (½) hour program; a High Budget AVOD Program between 36 and 65 minutes shall be treated as a one (1) hour program; a High Budget AVOD Program between 66 and 95 minutes shall be treated as a one and one-half (1½) hour program; and a High Budget AVOD Program 96 minutes or longer shall be treated as a two (2) hour program.

“(b) In recognition that programs made for new media may involve a new and evolving form of production and may not be subject to the same production model and delivery requirements as apply to traditional television motion pictures, thereby rendering possible the use of alternative preparation, shooting and post-production methods and schedules, the Union agrees to consider in good faith requests for waivers to facilitate the use of such alternative methods and schedules on High Budget AVOD Programs when appropriate.

“(5) Reuse of High Budget AVOD Programs

“Use of any High Budget AVOD Program in any media whether now known or developed in the future requires the Employer to pre-purchase all media use rights at the time of production for High Budget AVOD Programs, subject to pre-payment to the Director at time of production of not less than sixty percent (60%) of the applicable minimum rate, for which



the Employer shall be entitled to unrestricted use rights in all media world-wide in perpetuity.”

12. **Director Development Program**

*Modify Sideletter No. 8 of the 2021 Collective Agreement as follows:*

“Re: Canadian Directors

“During the 2021 and 2024 negotiations, the Negotiating Producers and the DGC BC discussed expanding employment, observation and development opportunities for ~~Canadian-DGC BC~~ directors on episodic television and High Budget SVOD episodic series. The goal of the parties is to increase access to employment and observation opportunities for ~~Canadian-DGC BC~~ directors on episodic television and High Budget SVOD episodic series.

“1. Following those discussions, the parties agreed that upon the DGC BC’s request, an Employer shall set up an appropriate number of meetings for the purpose of discussing employment of ~~Canadian-DGC BC~~ Directors on series produced by the Employer, recognizing that each Employer has a unique creative culture and that expanding employment opportunities for ~~Canadian-DGC BC~~ Directors may be affected by various factors, including the Employer’s level of production in British Columbia. At such meetings, the Employer and the DGC BC may also discuss creating opportunities for DGC BC Directors to observe Directors on series produced by the Employer. Prior to each such meeting, the Employer and the DGC BC shall engage in good faith dialogue regarding potential attendees, which will include appropriate high level individuals involved in the Employer’s hiring decisions.”

\* \* \*

13. **Article 14.2(b) Notice of Layoff and Article 14.4(a) Replacement Pay**

*Modify Articles 14.2(b) and 14.4(a) of the 2021 Collective Agreement to apply only to an Employee who has been employed for at least one (1) week, as follows:*

**Notice of Lay-Off**

14.2 (a) Stet.

(b) An Employee hired on a weekly rate shall be entitled to notice of lay-off, or severance pay in lieu of notice, in accordance with the Employment Standards Act, except that an Employee who has been employed by the Employer for at least one (1) week shall be entitled to ~~but in no event no~~ less than one (1) week's notice, or one (1) week's severance pay in lieu of notice or a combination thereof. The

Employer shall pay the severance pay in a lump sum. If the Employer later re-hires the Employee, the Employee shall not be required to return any portion of the severance pay to the Employer.

(c) Stet.

### **Replacement Pay**

14.4 (a) Except as provided in (b) and (c), the Employer shall pay a weekly Employee who has been employed by the Employer for at least one (1) week and is replaced a lump sum equal to one (1) week of the Employee's weekly rate of pay, including over-scale payments, if any.

(b) - (e) Stet.

### 14. **Article 18.3 Holidays**

*Modify Article 18.3 of the 2021 Collective Agreement to add the ability to switch a Friday holiday to a Monday holiday and vice versa, as follows:*

18.3 If a holiday, excluding Christmas Day, Boxing Day, Good Friday, and New Year's Day, falls on the second, third, or fourth work day of the work week, the Employer may designate the first or fifth work day of the work week as the observed day of the holiday, and the actual day of the holiday shall be worked and paid for at the daily rate of pay, including over-scale payment, if any. If Victoria Day, Canada Day or BC Day falls on a Friday or a Monday, the Employer may switch a Friday holiday to the immediately following Monday as the observed day of the holiday, and a Monday holiday to the immediately preceding Friday as the observed day of the holiday, and the actual day of the holiday shall be worked and paid for at the daily rate of pay, including over-scale payment, if any. The Employer shall file notice of the designated holiday schedule no later than seven (7) calendar days prior to the holiday.

### 15. **Article 22.4 Local Hires**

*Modify Article 22.4 of the 2021 Collective Agreement as follows:*

#### **“Local Hires**

“22.4 In any Studio Zone other than the Vancouver Studio Zone, the Employer shall have the right to hire local:

“(a) Production Assistants, ~~and~~ Assistant Location Managers and Location Scouts; and

“(b) Trainee Assistant Location Managers, Trainee Assistant Directors and Additional Assistant Directors (Background Coordinators) provided that the individuals hired are registered and in good standing in the Union’s Permittee Logbook Holder Program;

“provided that any Union Members in the area are given first consideration for such positions. Local hires are subject to the work permit requirements of ARTICLE 7.”

16. **Discussion Item - Block Shooting of Related Longform Productions**

During the negotiations for the 2025 DGC BC Collective Agreement (the “Agreement”) between the Canadian Affiliates of the Alliance of Motion Picture and Television Producers (“AMPTP”) and the Canadian Media Producers Association - BC Producers Branch (“CMPA-BC”) (collectively, the ‘Negotiating Producers’) and the Directors Guild of Canada, B.C. District Council (the “Union”), the Negotiating Producers presented a Discussion Item dealing with block shooting of related long-form productions. This confirms that the Union offered, and the Negotiating Producers agreed, to convene meetings in Vancouver during the term of the Agreement to discuss this item with representatives of all parties present.

17. **Housekeeping Items**

a. **Effective Dates**

Update effective dates in the Collective Agreement to reflect the new term of the 2025 Collective Agreement.

b. **Chair of the DGC BC Executive Board**

Replace “Chairman of the DGC BC Executive Board” with “Chair of the DGC BC Executive Board” throughout the 2025 Collective Agreement.

c. **Article 16.2(f)**

*Modify Article 16.2(f) of the 2021 Collective Agreement as follows:*

“**Meal Periods**

“16.2 The provisions below apply to all Employees, including Employees performing duties away from a shooting unit.

“(f) ~~The provisions of this subparagraph (f) apply only to Employees assigned to a shooting unit who are employed on:~~

~~a season of an episodic series that commences principal photography on or after August 28, 2022;~~

~~a mini-series that commences principal photography of its first segment on or after August 28, 2022; or~~

~~a theatrical motion picture, long-form motion picture or one-time motion picture (including a pilot) that commences principal photography on or after August 28, 2022.~~

“The provisions of this subparagraph (f) apply only to Employees assigned to a shooting unit who are employed on a season of an episodic series, a mini-series, a theatrical motion picture, long-form motion picture or one-time motion picture (including a pilot). If the Employee’s meal period does not commence within the time interval(s) prescribed under subparagraphs (b), (c), and (e) above, the Employee shall receive twenty dollars (\$20.00) for each delayed meal period, up to a maximum of forty dollars (\$40.00) per day.

“The provisions of this subparagraph (f) do not apply to Directors, Production Managers, First Assistant Directors, Unit Managers and Location Managers, regardless of whether they are assigned to the shooting unit.”

d. **Article 21.2**

*Modify Article 21.3 of the 2021 Collective Agreement to remove language regarding pre-December 24, 2022 payment options, as follows:*

**“Pay Day**

“21.2 Employees shall be paid no later than the fourth work day following the week worked. When an Employer elects to pay Employees via direct deposit, payment processed on the fourth work day shall be deposited in the Employee’s account at or before 11:59 p.m. on the fifth work day.

“If a Saturday, Sunday or holiday falls on a regular paid day, payment will be made on the preceding work day, with the understanding that if an Employer elects to pay Employees via direct deposit, funds shall be deposited in an Employee’s account at or before 11:59 p.m. of the day following the date the payment is processed. An Employer that has not

elected to pay Employees via direct deposit will make every effort to distribute pay-cheques to the Employees during their shifts that day (~~including to Employees who opted to receive payment via pay cheque for any payroll period ending on or before December 24, 2022~~). If, for any reason, this is not feasible in the case of any individual or group of Employees, the Employees involved shall be so notified by the Production Manager before the end of their shifts and advised by the Production Manager as to the time when their pay-cheques will be available. In any such case, the pay-cheques shall be given to the Production Manager or the Production Manager's designee for distribution.

“Also, in the event that a production has shifted the work week for its crew, but not its accounting department, the Employer may continue to treat the accounting department's fourth work day as the regular pay day for crew members who are on a shifted work week.”

e. **Article 21.3**

*Modify Article 21.3 of the 2021 Collective Agreement to remove language regarding pre-December 24, 2022 payment options, as follows:*

**“Medium of Wage Payment**

“21.3 All wage payments shall be made by cheque or direct deposit. ~~Employees shall have the option to receive payment via pay cheque instead of direct deposit through the payroll period ending December 24, 2022.~~ The following information shall be included on the Employee's pay envelope or pay-cheque stub (a copy of which may be delivered or made available electronically on the pay day): the Employee's name and classification, the regular and overtime hours worked and the wages earned during the pay period, and itemization and identification of all deductions, and the net amount of the cheque or deposit received by the Employee.”

f. **Sideletter No. 5**

- i. Renew the sunset clause in Sideletter No. 5.
  - ii. Remove reference to the budget thresholds effective prior to July 1, 2022 throughout Sideletter No. 5.
- g. Renumber Article 14.4(f) of the 2021 Collective Agreement to be 14.4(e).

- h. Update list of Companies in Appendix C of the Collective Agreement as provided in Exhibit 1.
- i. Update list of Companies in Sideletter 1 of the Collective Agreement as provided in Exhibit 2.

**FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN AFFILIATES OF THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS**

  
\_\_\_\_\_  
Carol A. Lombardini, President


Dated: November 4, 2024

**FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN MEDIA PRODUCERS ASSOCIATION – BRITISH COLUMBIA PRODUCERS BRANCH**

  
\_\_\_\_\_  
Jason Lee, Vice President, BC Industrial Relations

Dated: 11-01-2024

**FOR THE DIRECTORS GUILD OF CANADA, BRITISH COLUMBIA DISTRICT COUNCIL**

  
\_\_\_\_\_  
Rob Larson, Business Agent

Dated: 11-01-2024

**EXHIBIT 1**

**APPENDIX “C”**

**LIST OF INDIVIDUALS, PERSONS, PARTNERSHIPS, FIRMS,  
OR CORPORATIONS BOUND BY AGREEMENT**

137 Production Services Inc.  
20th Century Studios Vancouver Productions Ltd.  
3253 Production Services Inc.

Air Bud Entertainment Inc.  
Alameda Entertainment B.C., Inc.  
Ambleside Production Services Inc.  
Apple Studios Canada Inc

Bear Claw Productions Inc.  
Beckmark Production Services Inc.  
BL Buster Production Services Inc.  
Brightlight Pictures, Inc.

CBS Canadian Film and Television Inc.  
Champlain Media West Inc.  
Console Cowboy Canada Ltd.

Entertainment One Television Productions Ltd.

Foundation SD Productions Inc

Gabriel Simon Production Services Limited  
Ginkym Production Services Inc.

Honalee Productions Inc.

Kiki Bee Production Services Inc.

Legendary Features Productions US, LLC  
Legendary Pictures Productions, LLC  
Lighthouse Pictures Inc.

Manly Shore Production Services Inc.  
Mayflower Productions II, Inc.  
Mayflower Productions, LLC  
MGM Production Services (B.C.) Ltd.



Netflix Studios, LLC  
Nomadic Pictures Corp.  
Novus Ordo Seclorum

Paramount Pictures Corporation (Canada) Inc.  
Pops Puffs Pebbles Canada Ltd.  
PRESEASON PRODUCTIONS CANADA LTD

Really Real Films Inc.  
Renraw Production Services Inc.  
Reunion Pacific Entertainment Inc.  
Riverside Television, B.C.

Screen Gems (Canada) Ltd.  
Shadow Lake Films, a division of Adjacent Production Services Inc.  
Silverstrand Production Services Inc.  
SKG Studios Canada, Inc.  
Stage 49 Ltd.

Tealey Ranch Canada, Inc.  
Thunderbird Entertainment  
Timeless Pictures  
Timepiece Hogtown Productions, LTD  
Twentieth Century Fox Canada Limited  
Two 4 The Money Media

Universal Studios Canada Inc.

Warner Bros. Pictures (B.C.), Inc.  
Warner Bros. Television (B.C.) Inc.  
Water Tower Production Services Inc.  
WBTv Canada Productions Services Inc.

## Exhibit 2

### Companies Listed in Sideletter No. 1 to the 2025 DGC-BC Collective Agreement

0831793 BC LTD.  
20th Century Studios, Inc.  
ABC, Inc.  
ABC Cable Networks Group  
ABC Signature LLC  
Alameda Entertainment B.C., Inc.  
American Broadcasting Companies, Inc.  
Annuit Coeptis Entertainment II Inc.  
Apple Studios Canada Inc.  
Apple Video Programming LLC  
Bauman Productions Inc.  
Bear Claw Productions Ltd.  
Bonanza Productions Inc.  
Brightlight Pictures Inc.  
Buena Vista Television  
CBS Canadian Film and Television Inc.  
CBS Studios Inc.  
Crescent Entertainment Ltd.  
Death Prayer Pictures ULC  
Deerfield Productions ULC  
Disney Channel  
Entertainment One Television Productions Ltd.  
Eye Productions Inc.  
Fieldhouse Productions ULC  
Focus Features LLC  
Fox Broadcasting Company  
FX Productions LLC  
Gabriel Simon Production Services Limited  
Gemstone Pictures Inc.  
Great Lakes Pictures ULC  
Haddock Entertainment  
Home Box Office, Inc.  
Horizon Scripted Television Inc.  
International Family Entertainment, Inc.  
Keatley Entertainment  
Keystone Entertainment  
Legacy Filmworks Ltd.  
Legendary Pictures, Productions LLC  
Lighthouse Pictures Inc.  
MGM Distribution Co.  
MGM Domestic Television Distribution LLC

MGM Global Holdings Inc.  
MGM Production Services (B.C.) Ltd.  
MGM Television Entertainment Co.  
Miramax  
Moose Jaw Productions, ULC  
NBC Universal Television Distribution, a division of Universal Television Group LLC  
Netflix Studios, LLC  
New City Pictures  
No Equal Entertainment Inc.  
Novus Ordo Seclorum Shooting Group Inc.  
Open 4 Business Productions, LLC  
Open Ice Productions ULC  
Paramount Pictures Corporation  
Paramount Pictures Corporation (Canada) Inc.  
Reunion Pacific Entertainment Inc.  
Reunion Pictures Inc.  
Riverside Television B.C.  
Screen Gems (Canada) Ltd.  
Screen Gems Productions, Inc.  
Sea to Sea Productions ULC  
Shavick Entertainment Showtime Networks, Inc.  
SKG Studios Canada Inc.  
Sony Pictures Television, Inc.  
Stage 6 Films, Inc.  
Stage 49 Ltd Telepictures  
Thunderbird Entertainment Inc.  
Town Clock Productions ULC  
Turner Films, Inc.  
Twentieth Television  
Twist of Fate Productions ULC  
Two 4 the Money Media Inc.  
Universal 1440 Entertainment LLC  
Universal City Studios LLC  
Universal Content Productions LLC  
Universal Television Enterprises LLLP  
Universal Television LLC  
Walt Disney Pictures  
Warner Bros. Distributing (Canada), Ltd.  
Warner Bros. Domestic Television Distribution  
Warner Bros. International Television Distribution  
Warner Bros. Pictures  
Warner Bros. Television  
Warner Bros. Television (B.C.), Inc.  
Wilshire Court Productions

### Exhibit 3

#### Examples Regarding Item 7 of the Memorandum

The following examples illustrate the operation of the new Article 23.1(c):

##### Aggregating Workdays for Paid Injury or Illness Leave:

**Example 1:** A weekly Employee works for 30 consecutive days at the end of Season 1 of an episodic television series. Season 2 of the same series commences three (3) months after the end of Season 1. At the beginning of Season 2, that Employee returns and works for an additional 60 consecutive days.

In this Example, the 30 consecutive days worked on Season 1 and the 60 consecutive days worked on Season 2 may be aggregated in order to satisfy the 90 consecutive days of employment needed to qualify for paid illness or injury leave under the Employment Standards Act (hereinafter in these Examples, the “90 consecutive day requirement”), because the Employee worked until the end of Season 1 and returned at the beginning of Season 2.

**Example 2:** A weekly Employee works for 30 consecutive days at the end of Season 1 of an episodic television series. Season 2 of the same series commences seven (7) months after the end of Season 1. At the beginning of Season 2, that Employee returns and works for an additional 60 consecutive days.

In this Example, the workdays from Season 1 may not be aggregated with the workdays from Season 2 in order to satisfy the 90 consecutive day requirement, because Season 2 commenced six (6) months or more after the end of Season 1.

**Example 3:** A weekly Employee works for 60 consecutive days under an alternating schedule of employment (*e.g.*, Episodes 1, 3, 5 and 7) on an eight (8) episode order for Season 1 of an episodic television series. Season 2 of the same series commences three (3) months after the end of Season 1. The Employee returns at the beginning of Season 2 and is again employed under an alternating schedule of employment (*e.g.*, Episodes 1, 3, 5 and 7), for an additional 30 consecutive days.

In this Example, the 60 consecutive days worked on Season 1 and the 30 consecutive days worked on Season 2 may be aggregated in order to satisfy the 90 consecutive day requirement. Because the Employee worked under an alternating schedule of employment on Season 1, the fact that the Employee only worked until the penultimate episode of Season 1 does not prevent the Employee from aggregating the consecutive days worked on Season 1 with the consecutive days worked on Season 2.

(A weekly Employee employed on an episodic television series who is assigned to alternating consecutive block-shot episodes (*e.g.*, in a series with a twelve episode

order, one group of weekly Employees is assigned to work on Episodes 1 and 2 shot as a block, Episodes 5 and 6 shot as a block and Episodes 9 and 10 shot as a block, while another group of weekly Employees is assigned to work on Episodes 3 and 4 shot as a block, Episodes 7 and 8 shot as a block and Episodes 11 and 12 shot as a block) would likewise be able to aggregate days worked in consecutive seasons.)

**Example 4:** A weekly Employee works for 60 consecutive days under an alternating schedule of employment (*e.g.*, Episodes 1, 3, 5 and 7) on an eight (8) episode order for Season 1 of an episodic television series. Season 2 of the same series commences three (3) months after the end of Season 1. The Employee returns on Episode 3 of Season 2 and then is employed under an alternating schedule of employment (*i.e.*, Episodes 3, 5 and 7), for an additional 30 consecutive days.

In this Example, the 60 consecutive days worked on Season 1 and the 30 consecutive days worked on Season 2 may not be aggregated in order to satisfy the 90 consecutive day requirement, because the Employee did not return at the beginning of Season 2.

However, if the same Employee had returned on Episode 2 of Season 2 and worked for 30 consecutive days under an alternating schedule of employment (*i.e.*, Episodes 2, 4, 6 and 8), the Employee would have been entitled to aggregate the 60 consecutive days worked on Season 1 with the 30 consecutive days worked on Season 2. The fact that an Employee working under an alternating schedule of employment starts work on the second episode of a subsequent season does not prevent that Employee from satisfying the 90 consecutive day requirement by aggregating consecutive days worked at the beginning of the subsequent season with consecutive days worked at the end of the previous season.

(A weekly Employee employed on an episodic television series who is assigned to alternating consecutive block-shot episodes (*e.g.*, in a series with a twelve episode order, one group of weekly Employees is assigned to work on Episodes 1 and 2 shot as a block, Episodes 5 and 6 shot as a block and Episodes 9 and 10 shot as a block, while another group of weekly Employees is assigned to work on Episodes 3 and 4 shot as a block, Episodes 7 and 8 shot as a block and Episodes 11 and 12 shot as a block) would likewise be able to aggregate days worked in consecutive seasons.)

### **Maintaining Eligibility:**

Assume in all of the following Examples that a weekly Employee has qualified for paid illness or injury leave under the Employment Standards Act by aggregating consecutive days worked on Seasons 1 and 2 of an episodic television series as described in Article 23.1(c) (and as illustrated

in Examples 1 and 3 above), and that the Employee continues working as a weekly Employee until the end of Season 2.

**Example 5:** The Employee returns at the beginning of Season 3 of the same series and works as a weekly Employee until the end of Season 3. In this Example, the Employee remains eligible for paid illness or injury leave until the end of Season 3.

If the Employee then returns at the beginning of Season 4 of the same series and works as a weekly Employee until the end of Season 4, the Employee likewise remains eligible for paid illness or injury leave until the end of Season 4.

**Example 6:** The Employee returns on Episode 3 of Season 3 of the same series and works as a weekly Employee until the end of Season 3.

In this Example, the Employee's eligibility for paid illness or injury leave expires at the end of Season 2, because the Employee does not return at the beginning of Season 3. In order to requalify for paid illness or injury leave, the Employee must again satisfy the ninety (90) consecutive day requirement, beginning with the first day of employment on Season 3.

**Example 7:** The Employee returns at the beginning of Season 3 of the same series and works as a weekly Employee on Episodes 1 through 6 (out of a total of eight (8) episodes), at which point the Employee resigns, is terminated or is laid off. The Employee returns at the beginning of Season 4 of the same series.

In this Example, the Employee remains eligible for paid illness or injury leave until the date of resignation, termination or layoff in Season 3, at which point the Employee's eligibility expires. When the Employee returns at the beginning of Season 4, the Employee must again satisfy the ninety (90) consecutive day requirement in order to requalify for paid illness or injury leave.

**Example 8:** The Employee returns at the beginning of Season 3 of the same series and works as a weekly Employee under an alternating schedule of employment until the end of Season 3 (*e.g.*, the Employee works Episodes 1, 3, 5 and 7 out of an eight (8) episode order). The Employee returns at the beginning of Season 4 of the same series as a weekly Employee under the same alternating schedule of employment (*i.e.*, Episodes 1, 3, 5 and 7 out of an eight (8) episode order).

In this Example, the Employee remains eligible for paid illness or injury leave for the entirety of Seasons 3 and 4. Because the Employee works under an alternating schedule of employment on Season 3, the fact that the Employee only works until the penultimate episode of Season 3 does not disqualify the Employee from continued eligibility for paid illness or injury leave.

(A weekly Employee employed on an episodic television series who is assigned to alternating consecutive block-shot episodes (*e.g.*, in a series with a twelve episode

order, one group of weekly Employees is assigned to work on Episodes 1 and 2 shot as a block, Episodes 5 and 6 shot as a block and Episodes 9 and 10 shot as a block, while another group of weekly Employees is assigned to work on Episodes 3 and 4 shot as a block, Episodes 7 and 8 shot as a block and Episodes 11 and 12 shot as a block) would likewise remain eligible for paid illness or injury leave in consecutive seasons.)