

## SIDELETTER No. 17

May 1, 2021

**Re: COVID-19**

Dear Lesley:

The parties agree to the temporary provisions contained in this Sideletter, which will become effective as of May 1, 2021 and are intended to last only during the duration of the COVID-19 pandemic. This Sideletter shall expire on March 31, 2024; however, depending on the circumstances, the parties may mutually agree to terminate this Sideletter prior to that date, or to renew or extend its term beyond that date.

In reaching the agreements contained in this Sideletter, the parties have considered the following:

- A. The Producer's obligation to provide a safe workplace, including WorkSafeBC requirements that Producers create a COVID-19 safety plan, consult with the applicable joint health and safety committee/representatives on the plan, post the plan in the workplace, and train Performers on the plan;
- B. The BC Provincial Health Officer's ("PHO") guidance on private testing of asymptomatic individuals for COVID-19, including the letter re: PHO advice to businesses seeking to conduct private testing of asymptomatic employees dated June 17, 2020;
- C. The BC Human Rights Code;
- D. BC Employment and Labour law, including the Labour Relations Code and Employment Standards Act;
- E. BC's Personal Information Protection Act ("PIPA");
- F. COVID-19-related safety recommendations, guidelines and/or orders issued by public health authorities with jurisdiction over British Columbia, such as the Provincial Health Officer or the BC Centre for Disease Control ("BC CDC"); and
- G. Types of COVID-19 testing available and their relative invasiveness.

**1. COVID-19 Testing**

The parties agree to the following in the event that a Producer decides to implement COVID-19 testing:

- a. The Producer is responsible for health and safety in the workplace. Should the Producer choose to conduct COVID-19 testing in the workplace, it will do so in

accordance with the applicable laws of British Columbia and in consideration of Items A.-G. above.

- b. Whether or not COVID-19 testing is reasonable depends on all of the circumstances, including the community infection rate, the Performer's position and whether other less intrusive measures are sufficient to achieve workplace safety.
- c. COVID-19 testing must be conducted in compliance with applicable human rights and privacy legislation, including the BC Human Rights Code and PIPA.
- d. All test results must be collected, used, disclosed and protected within the requirements of PIPA. Producers are responsible for securing individual Performer consent to the collection, use and disclosure of their personal information. All test results must be retained and destroyed in accordance with the retention of personal information requirements set out in PIPA.
- e. Testing does not reduce the safety precautions a Producer should take with regard to all other forms of mitigating risk of virus transmission.
- f. A Producer may require COVID-19 tests and temperature checks only for engaged Performers or Performers requested to enter a worksite in order to interview, audition and/or participate in a screen test.
- g. After a Performer commences employment, a Producer may require the Performer to undergo testing (including regular periodic testing) as a condition of ongoing employment.
- h. A Producer may require a Performer to undergo one or more temperature check(s) prior to the start of and/or during the workday.

In addition, the Producer may also require a Performer to complete a COVID-19 health assessment survey prior to the start of work each day. Performers shall be paid one-tenth (1/10) of an hour for time spent completing a COVID-19 health assessment survey prior to the start of work, which shall not affect the Performer's start time, meal times, rest periods or overtime. If the Producer instructs the Performer not to work based on the results of the COVID-19 health assessment survey, the Performer shall receive temporary COVID-19 paid sick leave for that day pursuant to this Sideletter, which shall be inclusive of the one-tenth (1/10) of an hour payment for completing the COVID-19 health assessment survey.

i. Compensation for Time Spent Undergoing Testing

- (1) A Performer who travels outside the Performer's home to undergo a test

on a day in which the Performer does not work for the Producer shall receive a stipend of one hundred dollars (\$100.00) CAD (plus insurance and retirement contributions) for a Background Performer or two hundred fifty dollars (\$250.00) CAD (no fringe) for all other Performers. Such stipend may also cover payment for time spent completing COVID-19 training of up to one (1) hour, which need not occur on the same day as the test, and time spent completing start paperwork, if a Producer elects to require the Performer to complete start paperwork on a day when the employee does not work.

Self-administered "at home" COVID-19 tests are currently not available in British Columbia. Should such tests become available for use in British Columbia, the parties will meet to discuss an appropriate fee.

No stipend is due if the Performer is otherwise paid; however, if a Performer performs work that is subject to a two (2) hour minimum call on the same day that the Performer undergoes a test, the Performer shall be paid the applicable stipend described above or compensation for time spent in working and undergoing the test, whichever is greater. Fringe payments shall not be due if a Performer is paid the two hundred fifty dollar (\$250.00) stipend under the preceding sentence.

Also, no stipend is due to a Performer whose contract contains a Series Option, provided that the Performer is guaranteed no less than the minimum provided in Article A801(c).

- (2) Any time that a Performer spends undergoing health screening procedures after reporting to work shall be considered work time.
- j. Should an individual test positive:
- (1) The individual shall not be allowed to work.
  - (2) The expectation would be that the individual will be directed to self-isolate by the Producer or the applicable Health Authority.
  - (3) The individual may be required to undertake subsequent COVID- 19 testing in order to return to work, as directed by the Producer or the applicable Health Authority.
- k. The Producer shall not unlawfully discriminate against a Performer who has a positive COVID-19 test.
- l. Any COVID-19 testing will be done using the least invasive collection method approved by an accredited laboratory for the test being utilized by the Producer.

- m. The Producer shall endeavor to provide flexible testing times within scheduled testing hours.
- n. Should the Producer require a Minor to undergo a COVID-19 test on a day when the Minor is not also working, it shall endeavour to schedule the COVID-19 test outside of school hours.
- o. To assist the Union in fulfilling its role as the collective bargaining representatives of Performers covered by this Agreement, and so that they may respond to member inquiries about positive test results on a production on which the member is employed, the Producer shall notify the Union as soon as practicable of the following information, to the extent known at the time, in the event of a positive test result on a production: the number of individuals with a positive test result, the Zone(s) in which the positive test result(s) occurred and the date the test result(s) was or were reported. In addition, Producer may include in the notice other information with regard to the positive test result(s).

The Union shall provide the Producer with contact information for the individual designated to receive notice on behalf of the Union. The following is a sample notice that may be used under this provision and can include additional information, if known:

“To: Union of B.C. Performers

“This notice is to advise you that [#] individuals employed on [name of production] in Zone [A/B/C] returned a positive test result for COVID-19 on [date].”

## 2. **Temporary COVID-19 Paid Sick Leave**

- a. A Performer shall receive temporary COVID-19 paid sick leave for each day that the Performer is absent from work due to an Eligible COVID-19 Event for which the Performer is not otherwise paid by the Producer until the earlier of the following:
  - (1) The Performer can return to work; or
  - (2) The end of the Performer’s guaranteed employment period, provided that, for purposes of determining temporary COVID-19 paid sick leave, this period shall include the number of days that the Producer reasonably anticipated that the Performer would work.

However, in no event shall a Performer receive more than a total of ten (10) days of temporary COVID-19 paid sick leave per Producer, which may cover one or more Eligible COVID-19 Events.

- b. There shall be no accrual period. Temporary COVID-19 paid sick leave shall be immediately available to Performers upon commencing work.
- c. Temporary COVID-19 paid sick leave may be used for any of the following “Eligible COVID-19 Events,” or any combination of Eligible COVID-19 Events:
  - (1) The Performer has tested positive for COVID-19.
  - (2) The Performer has exhibited symptoms of COVID-19.
  - (3) The Producer has requested that the Performer isolate or self-quarantine because another person with whom the Performer has been in close contact has tested positive for COVID-19 or exhibited symptoms of COVID-19.
  - (4) A member of the Performer’s household has tested positive for COVID-19 or exhibited symptoms of COVID-19.
  - (5) A public official or healthcare provider has requested that the Performer isolate or self-quarantine due to COVID-19.
  - (6) The Performer must provide care for a child or senior, whose childcare or senior care provider ceases operations due to COVID-19.
  - (7) The Performer needs to care for a child, parent or spouse who is subject to a federal, provincial or local quarantine or isolation order related to COVID-19 or has been advised by a healthcare provider to self-quarantine related to COVID-19.
- d. Performers on sick leave for COVID-19 symptoms are expected to follow guidance from the BC CDC regarding COVID-19 testing and self-isolation (*i.e.*, they are expected to undertake COVID-19 testing and self-isolate).
- e. For each day of temporary COVID-19 paid sick leave used by a Performer, the Performer shall receive payment as set forth below, based on the Performer’s contracted rate, but in no event more than \$750 CAD per day and \$7,500 CAD in the aggregate. A Performer who is paid the Performer’s full regular salary or guarantee for a period that includes absence due to an Eligible COVID-19 Event shall not receive temporary COVID-19 paid sick leave in addition to the Performer’s salary or guarantee.
  - (1) Performers employed on a daily basis – applicable daily rate.
  - (2) Performers employed on a weekly basis – one-fifth (1/5) of weekly rate.

Such payments shall be subject only to pension and health contributions.

Payments made under this temporary COVID-19 sick leave provision shall not impact any calculation of Use Fees.

- f. The Performer may be required to submit verification (*e.g.*, a doctor's note) of the Eligible COVID-19 Event in order to receive more than three (3) days of temporary COVID-19 paid sick leave for such Eligible COVID-19 Event.
- g. Producer shall comply with BC employment and labour law and applicable human rights legislation with respect to reinstatement of a Performer following a leave of absence due to COVID-19.
- h. Performers are not entitled to payment for any unused temporary COVID-19 sick leave under this Sideletter.
- i. If a Performer has an Eligible COVID-19 Event while on distant location and is unable to return home, the Producer shall provide the Performer with lodging and per diem while on distant location, in addition to temporary COVID-19 paid sick leave under the foregoing provisions of this section.

### 3. Meals and Individual Packaging

Meals and snacks will be served in individually packaged or wrapped portions. Communal "buffet style" food service, including salad bars, trays of food, or any food service that requires sharing of utensils such as serving spoons or tongs, will not be permitted. Compliance with the foregoing satisfies any obligations under the collective bargaining agreement to provide a meal to Performers.

### 4. Electronic Receipt of Documents

To the extent the Producer implements electronic documents in lieu of paper documents, Performers shall accept e-delivery of and provide e-signatures for the following items: (1) start paperwork; (2) time cards; (3) deal memos; and (4) direct deposit of payroll to Performers without talent agent representation. If a Performer does not possess or have access to a device or technology which permits receipt and transmission of electronic documents, the Producer will either provide the Performer with a hard copy of the document or make other arrangements for the Performer to receive and sign electronic documents. Upon request, Producer agrees to meet with the Union to discuss measures for ensuring the proper protection of personal information contained in the foregoing documents and other related privacy concerns.

5. **All Budget Thresholds Exclude COVID-19-Related Expenses**

Under certain provisions of the UBCP Master Production Agreement, terms and conditions of employment are linked to the budget of a program. The parties have discussed the increased costs that productions will incur to implement various health and safety protocols related to the COVID-19 pandemic. Because those unprecedented costs are additive to the standard production costs on which the parties negotiated the budget tiers that determine terms and conditions of employment, the parties agree that the following costs shall be excluded from consideration of whether a program falls within a given budget tier: health screening (including testing, health assessment surveys and temperature checks), personal protective equipment, salaries of COVID-19 compliance monitor(s) performing only COVID-19-related duties, COVID-19-related cleaning costs in excess of ordinary or usual cleaning costs, portable hand washing stations (unless they would have been necessary in the absence of COVID-19), additional bathroom units, costs of lodging and per diem for employees who are required to isolate or self-quarantine and payments made to employees during any self-isolation or quarantine (other than those due to an "Eligible COVID-19 Event," as defined in Item 2.c. above), any contingency required by a bank or bond company for the specific purpose of covering costs related to COVID-19 and costs of an insurance policy for the specific purpose of covering costs related to COVID-19 (also sometimes referred to in such policies as a "communicable disease").

6. **Work from Home**

The following applies when a Producer requires a Performer to work remotely from home:

- a. If a Performer does not have equipment necessary to work remotely from home and the Producer does not provide such equipment, the Performer shall submit a request to the Producer for purchase or rental of the necessary equipment. Producer shall reimburse the Performer for any pre-approved purchases or rental costs after the Performer submits receipts or other appropriate proof of purchase/rental.
- b. Producer shall provide a Performer with any technology training that it determines is necessary in order for the Performer to work remotely from home (which shall not be considered work time).
- c. Producer shall reimburse any necessary and reasonable costs that a Performer incurs as a direct consequence of working remotely from home, provided that the Producer has approved such expenses in advance and the Performer submits appropriate proof of the expense.

7. **Tutors - Remote Instruction:** Amend Article A2706(c) so that a Tutor may provide instruction remotely to the extent permitted by law or the applicable

governmental authority.

8. **Enabling:** On a case-by-case basis, the Producer may request modifications to the terms and conditions contained in this Sideletter to be applicable only to a specific production pursuant to the enabling procedure set forth in Article A112 of the Master Production Agreement.

9. **Conflict of Laws**

In the event that any of the terms and conditions of this Sideletter are contrary to or unenforceable by reason of any law or governmental decision, ruling or regulation, such terms or conditions shall be deemed to be severed from this Sideletter, and the illegality or unenforceability thereof shall not in any manner affect or impair any other terms or conditions of this Sideletter.

  
Carol A. Lombardini, President  
AMPTP, Canadian Affiliates

September 30, 2021  
Date

  
Jason Lee, Vice President, BC Industrial Relations  
CMPA-BC

Sept. 28, 2021  
Date

**Agreed and Accepted:**

  
Desley Brady, Director of Contracts  
UBCP/ACTRA

OCT. 5, 2021  
Date