

May 13, 2022

**GENERAL MEMORANDUM OF AGREEMENT OF APRIL 1, 2021 BETWEEN
BRITISH COLUMBIA AND YUKON COUNCIL OF FILM UNIONS AND ITS
COUNCIL-MEMBER UNIONS IATSE LOCAL 891, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 155 AND INTERNATIONAL
CINEMATOGRAPHERS GUILD LOCAL 669 AND THE NEGOTIATING
PRODUCERS**

This Memorandum of Agreement and its Appendices are entered into as of April 1, 2021 between the British Columbia and Yukon Council of Film Unions, which is comprised of Motion Picture Studio Production Technicians, Local 891 of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada ("IATSE Local 891"); Teamsters Local Union No. 155 affiliated with the International Brotherhood of Teamsters ("Teamsters 155"); and International Cinematographers Guild, Local 669 of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada ("ICG Local 669"); hereinafter referred to as the "B.C. Council" (or "BCCFU"), on its own behalf and on behalf of its respective Council-Member Unions, 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") on behalf of the Negotiating Producers, on the other hand.

This Memorandum of Agreement and its Appendices (Appendix "A," which is applicable only to IATSE Local 891, Appendix "B" which is applicable only to Teamsters 155 and Appendix "C," which is applicable only to ICG Local 669, hereinafter referred to as the "Appendices") reflect the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement and its Appendices will be reduced to formal contract language. This Memorandum of Agreement and its Appendices do not set forth contract language, except where the context clearly indicates otherwise.

EFFECT OF CHANGES

All of the provisions of the 2018-2021 Master Agreement, its Appendices and the Supplemental Master Agreement shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the Wage Scales, Hours of Employment and Working Conditions of the Master Agreement, its Appendices (referred to as the "Side table Agreements"), and/or in the Supplemental Master Agreement, unless otherwise specifically provided.

Provided that this Memorandum of Agreement is ratified prior to June 13, 2022, the provisions contained herein shall be effective as of the first Sunday following receipt of notice of ratification by the AMPTP and CMPA-BC, except to the extent that a different date is specified.

Ratification of this General Memorandum of Agreement by two of the Council-member Unions constitutes ratification of the Master Agreement, its Appendices and the Supplemental Master Agreement.

1. **Term**

Modify Article 17.01 of the Master Agreement as follows:

“**17.01 Term:** The term of this Master Agreement shall commence on April 1, ~~2018~~2021 and continue to and including March 31, ~~2021~~2024. All of the provisions hereof shall continue in force until such time as a successor agreement is concluded.”

2. **Wages**

Minimum wage rates (other than on productions subject to a “one period lag”) shall be increased by three percent (3%) effective July 11, 2021; by an additional three percent (3%) effective July 10, 2022; and by an additional three percent (3%) effective April 2, 2023. These increases shall be compounded.

For clarity, the wage rates on productions subject to a “one period lag” were increased on April 4, 2021. Productions subject to a “one period lag” shall adjust wage rates to be those in the prior period on July 10, 2022 and on April 2, 2023.

Any of the B.C. Council’s member-unions may elect to allocate one-half percent (0.5%) of the wage increase effective on April 2, 2023 to the Pension or Health contribution rate, with ninety (90) days’ notice to the AMPTP and CMPA.

3. **Productions Made for New Media**

a. *Modify Paragraphs D. and E. of the Sideletter re: Productions Made for New Media as follows:*

“D. **‘High Budget’ Original and Derivative Dramatic Motion Pictures and Series Made for Subscription Consumer Pay New Media Platforms**

“(3) Staffing: It is expressly understood and agreed that there shall be no staffing requirements on High Budget SVOD Programs and the Union further agrees that the current practice relating to interdepartmental cooperation shall remain unchanged.

~~“(3)(4) Minimum Wages and Fringe Rate~~ High Budget SVOD Episodic Series

~~“(a) High Budget SVOD Episodic Series~~

~~“(i)(a)~~ (a) The minimum salaries and fringe rates for Employees employed on High Budget SVOD series consisting of episodes 36-65 minutes in length which are 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 which are budgeted at \$4,900,000 CAD or more per episode shall be as provided in the ~~2018-2021~~ 2021-2024 BCCFU Master Agreement for one (1) hour episodic television series.

~~“(ii)(b)~~ (b) The minimum salaries and fringe rates for Employees employed on all other High Budget SVOD episodic series shall be as provided in S3.01 of the ~~2018-2021~~ 2021-2024 BCCFU Supplemental Master Agreement.

~~“(iii)(c)~~ (c) ~~The number of subscribers in the United States and Canada shall be determined as of July 1st of each year of the Master Agreement. The number of subscribers in the United States and Canada that applies to the first episode of the season shall apply to the entire season in perpetuity. All other terms and conditions for Employees employed on a High Budget SVOD series shall be those applicable to television series covered under the Supplemental Master Agreement.~~

~~“(b) Notwithstanding the foregoing, the minimum salaries and fringe rates for Employees employed on High Budget SVOD Programs without an agreement for subscription consumer pay New Media distribution in the United States at the commencement of principal photography shall be as provided in S3.02 iii) of the 2018-2021 BCCFU Supplemental Master Agreement.~~

“(e)(5) High Budget SVOD Mini-Series, Certain High Budget SVOD Programs More Than 65 Minutes in Length and High Budget SVOD Pilots

“(a) The minimum salaries and fringe rates for Employees employed on: (i) High Budget SVOD mini-series and High Budget SVOD Programs more than 65 minutes in length that are not part of an episodic series (other than those covered by subparagraph (6) below); or (ii) High Budget SVOD pilots shall be as provided in S3.02 i) or ii), respectively, of the ~~2018-2021~~ 2021-2024 BCCFU Supplemental Master Agreement.

“(b) All other terms and conditions for Employees employed on such High Budget SVOD Programs shall be those applicable to television series covered under the Supplemental Master Agreement.

~~“(4) Terms and Conditions~~

~~“Terms and conditions for Employees employed on a High Budget SVOD Program shall be those applicable to television series covered under the Supplemental Master Agreement, with the exception of the following:~~

~~“(a) — Staffing: It is expressly understood and agreed that there shall be no staffing requirements on High Budget SVOD Programs and the Union further agrees that the current practice relating to interdepartmental cooperation shall remain unchanged. —~~

“(6) Certain Long-Form High Budget SVOD Programs

“Except as provided in subparagraph (3) above, all terms and conditions (including minimum wages and fringe rates) shall be as provided in the 2021-2024 BCCFU Master Agreement for Feature Films for Employees employed on a High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) that is:

“(a) 96 minutes or more in length;

“(b) budgeted at over \$41,000,000 CAD [to be increased by the wage and fringe increases in each year of the Agreement];¹,
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“(c) intended for initial exhibition on a subscription video-on-demand consumer pay platform with twenty million (20,000,000) or more subscribers in the United States and Canada; and

“(d) subject to a license agreement entered into on or after [the date that is six months following receipt of notice of ratification by the AMPTP and CMPA-BC] (or, in the absence of a license agreement, commencing principal photography on or after [the date that is six months following receipt of notice of ratification by the AMPTP and CMPA-BC]).

“(7) High Budget SVOD Programs Without an Agreement for Subscription Consumer Pay New Media Distribution in the United States

“Notwithstanding anything to the contrary in subparagraphs (4), (5) and (6) above:

“(a) Minimum salaries and fringe rates for Employees employed on High Budget SVOD Programs without an agreement for subscription consumer pay New Media distribution in the United States at the commencement of

¹ “The budget shall be determined by the production costs, including the ‘above’ and ‘below the line’ costs and ‘pre-production’ and ‘post-production’ costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. The Employer shall provide the Council, upon request, with a report of the actual expenditures of the production (‘Final Expenditure Report’) and such other relevant materials as the Council may require which show the actual cost of the production. A Council-member Union may request that the Council conduct such review and make a determination of whether the budget is over the budget threshold set forth in Paragraph D.(6). In the event that the Council refuses to do so, each Council-member Union reserves its right to conduct such review. All information received or reviewed by representatives of the Council or a Council-member Union or their retained professionals shall be confidential and neither the Council or a Council-member Union nor their representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

² The budget threshold increases to \$42,230,000 effective July 10, 2022 and to \$43,602,475 effective April 2, 2023.

principal photography shall be as provided in S3.02 iii) of the 2021-2024 BCCFU Supplemental Master Agreement.

“(b) All other terms and conditions for Employees employed on such High Budget SVOD Programs shall be as provided in the 2021-2024 BCCFU Supplemental Master Agreement.

“(8) The number of subscribers in the United States and Canada shall be determined as of July 1st of each year of the Master Agreement. The number of subscribers in the United States and Canada that applies to the first episode of the season shall apply to the entire season in perpetuity.

“E. **Sunset Clause**

“The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of New Media Productions are in the process of exploration, experimentation and innovation. This Sideletter shall expire on March 31, ~~2021~~2024 unless renewed by mutual agreement of the Parties.

“No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for New Media Productions. The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.”

b. *Add a new Sideletter re: Number of Subscribers to a Subscription Consumer Pay Platform as follows:*

“Reference is made to Paragraph D.(8) of the Sideletter re: Productions Made for New Media, which provides that the number of subscribers to a subscription consumer pay New Media platform in the United States and Canada shall be determined as of July 1st of each year of the Master Agreement.

“During the 2021 negotiations, the Employers advised the Council and its Council-member Unions that it has entered into collective bargaining agreements with other Guilds and Unions in the United States and Canada under which the number of subscribers to a subscription consumer pay New Media platform in the United States and Canada is determined as of July 1st of each year. The Employers further expressed their desire for consistency among their collective bargaining agreements in North America, so that at any given point in time, a particular subscription consumer pay New Media platform would be deemed to have the same number of subscribers in the United States and Canada under all collective bargaining agreements in North America. In the interest of developing consistency among the collective bargaining agreements in the industry, the parties have agreed that any agreement between the AMPTP and the United States

Guilds and Unions regarding the number of subscribers to a subscription consumer pay New Media platform in the United States and Canada shall also apply under the Sideletter re: Productions Made for New Media to the BCCFU Master Agreement.”

4. **Paid Sick Leave**

Add a new Article as follows:

“Article []: Paid Sick Leave

“Employers shall provide Employees with paid sick leave in accordance with the qualifications and conditions of the B.C. Employment Standards Act.”

5. **National Day for Truth and Reconciliation**

- a. Add National Day for Truth and Reconciliation to the list of holidays in Article 7.01 (“Statutory Holidays”), so that it provides as follows:

“7.01 Statutory Holidays: The following days are defined as Statutory Holidays and must be observed with a day off: New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other Holiday prescribed by regulation. Effective [the first Sunday following receipt of notice of ratification by the AMPTP and the CMPA-BC], National Day for Truth and Reconciliation shall also be defined as a Statutory Holiday under this Article 7.01.

“The days of Christmas Eve and New Year’s Eve shall not be considered holidays. Notwithstanding the above any Employee working after four o’clock p.m. (4:00 p.m.) on either day shall be paid three (3) times the Employee’s straight time contracted hourly rate thereafter.”

- b. Effective April 2, 2023, increase the Holiday Pay portion of the fringe rates in Articles 2.03, 8.01, 8.02, 8.03, S3.01, S3.02, S3.03 and Paragraph C. of the Sideletter re: Productions Made for New Media by one-quarter percent (0.25%).

6. **Reconciliation, Equity, Diversity and Inclusion**

Add the following Sideletter to the Master Agreement and Supplemental Master Agreement:

“Sideletter – Reconciliation, Equity, Diversity and Inclusion

“The Negotiating Producers, on the one hand, and the Council and its Council-member Unions, on the other hand (collectively referred to as the ‘Parties’), recognize their joint interest in promoting reconciliation, equity, diversity and inclusion in the workplace, so that Indigenous people and people from disadvantaged and under-represented groups are

provided with employment opportunities and greater representation in the film and television industry in British Columbia. The Parties' goal in pursuing these initiatives is to increase measurably the diversity in the active workforce in the film and television industry in British Columbia, at all times guided by the British Columbia's Human Rights Code and its principles.

"In furtherance of this goal, the Parties shall form a committee ('Committee') within thirty (30) days of ratification consisting of:

- "a. one representative from the Council;
- "b. one representative from each of the Council-member Unions; and
- "c. four representatives from the Negotiating Producers.

"The Committee shall be co-chaired by one Council-member Union representative and one Negotiating Producer representative.

"The Committee's first meeting shall take place within 30 days of its formation and shall meet on a quarterly basis thereafter. The Committee may choose to meet more frequently as needed to accomplish its work, which shall include the matters described in this Sideletter.

"The parties recommend that funding of costs associated with the application for the special program be provided by the BC Motion Picture Training Society, and that the Training Society take any necessary steps to effectuate its provision of funding. The Committee will discuss funding for costs associated with the work of the Committee which are not otherwise borne by the Employer, the Council or its Council-member Unions.

"Special Program

"The Parties agree to make a joint application for a special program under Section 42 of the British Columbia Human Rights Code ('BCHRC'). The Committee will promptly develop and mutually agree on the elements of the special program.

- "1. The goals of the special program include to:
 - "(a) address under-representation and/or barriers in the industry faced by persons or groups with one or more protected characteristics;
 - "(b) provide meaningful employment opportunities that will allow such persons to establish and maintain a career in the industry; and
 - "(c) establish accountability and monitoring, including ways to measure and track success in increasing diversity in the active workforce.

- “2. The Committee will:
- “(a) establish which groups with protected characteristics as set out in the BCHRC (‘Protected Characteristics’) are statistically under-represented in the BC film industry as compared to the general BC labour pool, understanding that the purpose of examining the general BC labour pool is to ascertain where gaps exist in representation within the industry;
 - “(b) identify those groups the Parties intend to prioritize with the special program, including groups identified in Paragraph 2.(a) above or other groups deemed to be a priority by the Committee (the ‘Target Group(s)’), and make such recommendations as it considers necessary to ensure that hires and trainees under the special program as set out in this Sideletter reflect these priorities;
 - “(c) develop mechanisms to allow the Council-member Unions to collect and maintain a database of persons on the Council-member Union hiring rosters who voluntarily self-identify as having one or more Protected Characteristics;
 - “(d) allow Employers to provide meaningful employment opportunities to such persons;
 - “(e) allow Employers to seek and hire Trainees from existing Council-member Trainee programs or otherwise;
 - “(f) identify and ameliorate specific barriers to entry and retention in the industry, including accommodations;
 - “(g) identify how to track, and regularly report to the Parties, success in increasing diversity in the active workforce; and
 - “(h) agree on the time frame in which the special program shall be in effect, subject to a mutual agreement to make a renewal application to, or otherwise, extend it in whole or in part.
- “3. As part of the Parties’ shared commitment to the goal of increasing diversity, the Parties agree to cooperate in providing whatever additional information the Committee and/or BC Office of the Human Rights Commissioner may require while complying with BC privacy and other applicable law.
- “4. Subject to approval of the application for the special program, the Parties agree that:
- “(a) Employers will be permitted to seek candidates who already possess the skills necessary for work in the industry for employment based on Protected Characteristics;

- “(b) Employers may make such requests to the Council and its Council-member Unions for dispatch of Employees in the Target Groups and to hire Employees based on membership in the Target Groups as set out in this Sideletter.
 - “(c) In addition to seeking individuals from the Target Groups who already possess skills necessary for work in the industry, the special program will also seek to recruit and train such Employees to acquire the necessary skills and experience for a career in the industry.
 - “(d) The special program will permit collection of information regarding the Protected Characteristics of the existing and future workforce by asking Employees to self-identify, so that the Parties can measure whether they are making progress towards the goal of increasing diversity.
 - “(e) The Parties further agree that implementation of special programs or training programs approved under this Sideletter will not constitute a violation of Article 1.20 of the Master Agreement.
- “5. For greater clarity, and subject to approval under the special program, the following will permit the Employer and the affected Council-member union to agree to hire persons who have voluntarily self-identified as being a member of a Target Group(s) on specific productions as set out below:
- “(a) For IATSE Local 891:
 - “i. If the Employer is directly hiring Employees, the Employer shall request from IATSE Local 891 a list of those in a particular classification on the Department Roster who are from a Target Group(s). Once due consideration is given to those available individuals on the Department Roster, the Employer may request a list of those in the same classification on the Auxiliary Roster who are from a Target Group(s). If IATSE Local 891 is unable to fulfill the Employer’s request from those on the Department Roster or Auxiliary Roster, the Employer may engage a qualified individual from the Target Group from outside the Department Roster/Auxiliary Roster pursuant to the special program under this paragraph 5(a)i. The maximum number of individuals hired pursuant to the preceding sentence at any given time shall be limited to no more than one (1) in any one (1) department. Further, an Employer may only hire an individual from outside the Department Roster/Auxiliary Roster pursuant to this paragraph 5(a)i. in a particular department if at least one (1) individual on either the Department Roster or Auxiliary Roster is engaged in that department, provided that a qualified individual from the Department Roster or Auxiliary Roster is available.

- “ii. If the Employer is requesting Employees through Dispatch, the Employer may request priority Dispatch under the special program of individuals from the Target Group(s), and IATSE Local 891 will dispatch individuals in the Target Group(s), if any are available. Such requests shall be limited at any given time to one (1) in departments of two (2) to seven (7) Employees and two (2) in departments of eight (8) or more Employees.
- “iii. Any individual hired under i. shall be included in the aggregate number of persons dispatched under ii. The aggregate number of individuals hired on a production under i. and ii. above shall be limited to no more than twelve (12) at any given time.
- “iv. For purposes of this paragraph 5(a), the departments shall be as follows: Accounting; Art; Construction/Painting; Costume; Editing; First Aid/Craft Service; Greens; Grips; Hair; Lighting/Electrics; Make-Up; Production Office; Props/Set Decorating; Script Supervisor/Continuity Coordinator; Sound/Video; and Special Effects.
- “v. An individual not on the Department Roster/Auxiliary Roster who has worked at least one (1) day pursuant to the special program provisions of paragraph 5(a)i. above shall be entitled to the same priority in hiring and layoff pursuant to the ‘Order of Dispatch’ provisions in paragraph 5 of Article A1.09 and the provisions of Article A1.11 as is applicable to any individual on the Auxiliary Roster in the same classification. That is, that individual may be hired directly by the Employer notwithstanding the fact that qualified persons on the Auxiliary Roster may be available. The individual may also continue to be hired pursuant to the special program provisions of paragraph 5(a)i. above. The Union shall maintain a listing of individuals who, by virtue of their employment under paragraph 5(a)i. above, are entitled to the same priority in hiring as any person on the Auxiliary Roster. The Union shall make the list freely available to Employers in a form in which it can be readily accessed.

“(b) For Teamsters Local Union No. 155:

- “i. If the Employer is requesting Employees who belong to a Target Group through Dispatch Referral, the Employer may ask Teamsters Local Union No. 155 to dispatch members from its Membership Roster who are from the Target Group, based on their seniority relative to other members who are from that Target Group. If no available members have identified as belonging to the Target Group, the Employer may ask the Union to dispatch

individuals who are from that Target Group from the Teamsters' permittee list. If no qualified individual on the permittee list is available, the Employer may engage a qualified individual from outside Groups 1 and 2 and outside the permittee list pursuant to paragraph 5(b)ii. below.

- “ii. If Teamsters Local Union No. 155 is unable to fulfill the Employer's request from Groups 1 or 2 (or from those on its permittee list in the case of an Employer who has elected to ask the Union to dispatch individuals from the Target Group from the permittee list), the Employer may engage a qualified individual from the Target Group from outside Groups 1 and 2 and the permittee list pursuant to the special program under this paragraph 5(b)ii. The maximum number of individuals hired pursuant to this paragraph 5(b)ii. at any given time shall be limited to two (2) per production with no more than one (1) in the Transportation department and one (1) in the Security department. Further, an Employer may only hire an individual under this paragraph 5(b)ii. in the Transportation department if at least one (1) individual from Group 1 or Group 2 is engaged in that department, provided that there is a qualified individual from Group 1 or Group 2 available.
- “iii. If the Employer is requesting an employee by name and the person so requested is from the Target Group and accepts the job, then the Union will refer that person in accordance with the individual's seniority relative to other individuals in Group 1 or 2 or on the permittee list who are from that Target Group.
- “iv. The Employer shall be limited to requesting a maximum, per production and at any given time, of two (2) special program hires in departments with ten (10) or more employees, and one (1) special program hire in departments with fewer than ten (10) employees.
- “v. Nothing in this provision shall prevent Teamsters Local Union No. 155 from referring people belonging to Target Groups in Groups 1 or 2 or on the permittee list through the regular operation of its referral practices above the maximums set out in this provision.
- “vi. An individual who is not in Group 1 or 2 nor on the permittee list and who is employed pursuant to paragraph 5(b)ii. above shall be entitled to the same priority in hiring and layoff as is applicable to any individual on the permittee list. The individual may also continue to be hired pursuant to the special program provisions of paragraph 5(b)ii. above. The Union shall maintain a listing of individuals who, by virtue of their employment under paragraph 5(b)ii., are entitled to the same priority in hiring as any person on

the permittee list. The Union shall make the list freely available to Employers in a form in which it can be readily accessed.

“(c) For ICG 669:

“i. It is mutually understood that an Employer may hire an Employee from a Target Group from the short-term and long-term availability lists for ICG 669 under the special program.

“ii. If there is no available Employee from the Target Group on the ICG 669 availability list(s), the Employer may engage one (1) qualified individual at any given time from outside the current membership pursuant to the special program under this paragraph 5(c)ii. An ICG 669 trainee who has already been assigned to the production shall not be displaced by an individual hired under this paragraph 5(c)ii.

“(d) Individuals hired pursuant to paragraphs 5(a), (b) and (c) above shall not be subject to any bumping provisions.

“6. An individual hired pursuant to the special program must have resided in British Columbia for at least six months prior to being hired and must be a citizen or permanent resident of Canada, unless the individual is a recognized refugee in Canada. The applicable Council-member Union shall not unreasonably deny a request by an Employer to waive the foregoing requirements for an individual who has demonstrated a commitment to residing in British Columbia. Persons hired pursuant to the special program shall work under the Master Agreement or Supplemental Master Agreement, as applicable.

“7. An individual hired pursuant to the special program must successfully complete the Workplace Hazardous Materials Information Systems (WHMIS) course on or prior to the individual’s first day of employment, and must successfully complete the following courses within the same timeline as is applicable to any other individual working under the Master Agreement or Supplemental Master Agreement:

“(a) Actsafe Motion Picture Safety 101 – General Safety Awareness; and

“(b) MPPIA Motion Picture Industry Orientation (including the Motion Picture Industry Orientation exam).

“8. If an individual hired pursuant to the special program completes a course specified in paragraph 7 above while in the employ of an Employer, the Employer shall reimburse the individual for the cost of the course and shall compensate the individual for time spent in completing the course at the individual’s straight time contracted hourly rate.

- “9. Any individual hired pursuant to the special program whose job duties cannot be performed without fulfilling a statutory entrance requirement(s) (e.g., OFA level 3 for First Aid/Craft Service, Red Seal certificate and/or Beauty Council of BC Certificate of Qualification for Hair; Professional Cook Red Seal Endorsement, Elevated Platform tickets, Forklift tickets, Firearms PAL, Class 1, or 3/4 Driver’s License, Security Worker License) must satisfy the requirements prior to working on a production.

Training Program

- “10. The application for the special program will include provisions which allow the Committee and the affected Council-member Union to modify established training programs or develop new ones to hire trainees from the Target Group(s) (‘Trainees’), so that they will have opportunities for hands-on training and continued work in the film and television industry in British Columbia.

IATSE Local 891 Training Program

- “11. Subject to approval of the application for the special program, the following provisions will be implemented with respect to IATSE Local 891:
- “(a) Trainees must have resided in Canada for at least six months prior to commencing participation in the training program and must be citizens or permanent residents of Canada, unless the trainee is a recognized refugee in Canada. IATSE Local 891 shall not unreasonably deny a request by an Employer to waive the foregoing requirements for an individual who has demonstrated a commitment to residing in British Columbia.
 - “(b) On each production, the Employer may place one Trainee in each recognized department of IATSE Local 891. During the assignment, the Trainee may learn and perform bargaining unit work within an otherwise fully staffed department. Trainees in this capacity will not displace any crew members working under the terms of the BCCFU Master Agreement and will be an additional position in the department. The Employer will consult the department head about the placement. Trainees are not to be utilized to displace experienced Employees and shall work under the supervision of the appropriate department head.
 - “(c) Any such Trainee must successfully complete the Workplace Hazardous Materials Information Systems (WHMIS) course on or prior to the first day of employment, and must successfully complete the following courses within sixty (60) calendar days of their first day of work on a production:
 - “i. Actsafe Motion Picture Safety 101 – General Safety Awareness;
and

- “ii. MPPIA Motion Picture Industry Orientation (including the Motion Picture Industry Orientation online exam).
- “(d) The Employer shall reimburse the Trainee for the cost of the courses in paragraph 8(c) above and shall compensate the Trainee for time spent in completing such courses at the rate specified in paragraph 8(f) below.
- “(e) Any Trainee whose job duties cannot be performed without fulfilling a statutory entrance requirement(s) (e.g., OFA Level 3 for First Aid/Craft Service, Red Seal certificate and/or Beauty Council of BC Certificate of Qualification for Hair, Elevated Platform tickets, Forklift tickets, Firearms PAL) must satisfy the requirement(s) prior to placement on a production.
- “(f) Trainees shall work under the Master Agreement or Supplemental Master Agreement, as applicable, and shall be compensated at the Accounting Trainee rate.
- “(g) An Employer may employ a Trainee on a participating production on a weekly basis of five (5) days per week on a single production in any single classification.
- “(h) An Employer has discretion to continue to employ a Trainee up to a maximum of one hundred twenty (120) days and may allow a Trainee to rotate to another of its productions (or a production of an affiliated or related Employer).
- “(i) A Trainee who works ninety (90) work days in any one department and who has applied for and been accepted into membership with Local 891 (which membership shall not be unreasonably withheld) will be added to the Department Roster, and will be removed from the Trainee Program. In the event that an Employer (or its related or affiliated Employers) does not have sufficient work to employ a Trainee for the ninety (90) work days necessary to obtain placement on the Department Roster, other unrelated or unaffiliated Employers may hire that individual as a Trainee under the provisions of this paragraph 11, or, if the Trainee has completed sixty (60) work days in any one department as a trainee, under the provisions of paragraph 5(a) above. An Employer shall notify Local 891 of any Trainee who has not yet completed the ninety (90) work days necessary for placement on the Department Roster and who is no longer working for that Employer (or a related or affiliated Employer) due to insufficient work, and indicate the number of work days that the Trainee has completed in each department in which the Trainee worked. Local 891 shall maintain a list of such Trainees, as well as the number of work days each Trainee has completed in a given department, and shall make the list freely available to Employers in a form in which it can be readily accessed.

“ICG Local 669 Training Program

“12. Effective no later than September 1, 2022, ICG 669 shall reduce the number of days that a Trainee in the existing ICG 669 2nd AC Camera Trainee Program must work to gain membership to 100 days. ICG 669 also agrees that the application for the special program will include provisions modifying the existing ICG 669 2nd AC Camera Trainee Program to increase the emphasis placed upon diversity in the selection of Trainees and allowing the Employer to request Trainees from Target Group(s). The rate applicable to Trainees in the existing ICG 669 2nd AC Camera Trainee Program shall be equal to the Accounting Trainee rate, effective as of the first Sunday following the later of: (1) the effective date of the reduction in work days required of a Trainee for membership; and (2) the date that the special program is approved with the modifications described in the preceding sentence.

“Communications Plan

“13. The Parties acknowledge the importance of receiving the support of the membership of the Council-member Unions in achieving the goal of creating a welcoming and inclusive environment for Employees from the Target Groups. Accordingly, during the pendency of the Parties’ application for the special program, the Council-member Unions will develop and institute a communications plan to explain to their respective memberships the goals and objectives of the special program application, as well as the benefits of increasing the representation of Indigenous People and people from disadvantaged and under-represented groups in the active workforce in the film and television industry in British Columbia measurably and substantially. The Council-member Unions may ask for assistance from the Negotiating Producers in developing and instituting this communications plan.

“Ongoing Review

“14. As part of the ongoing review and assessment of the special program, and/or based on recommendations from the Commissioner and/or the Committee, the parties may mutually agree to modify the provisions herein, including changes to the residency requirements and the maximum number of hires or trainees, by production or department, as the case may be, in order to achieve the goal of increased representation of persons in the Target Groups.”

7. **Non-Exclusive Jurisdiction and Scope (Article 1.05)**

Modify the provision relating to non-exclusive jurisdiction for any Producer (and any of its related or affiliated entities) which executes a Letter of Adherence to the Master Agreement for the Term of the Agreement by modifying Articles 1.02 and 1.05 as follows:

“1.02 Adherence to Master Agreement: Any person or corporation now or hereafter engaged in the business of producing motion pictures in British Columbia shall be

afforded the opportunity of becoming a party to this Master Agreement. This Master Agreement does not bind the Producers; a Producer is not an "Employer." However, any person or corporation that desires to become a party to this Agreement will provide the Council with an executed Letter of Adherence, which is a statement of agreement to be bound to the terms and conditions of this Master Agreement for a specific production or for a definite period of time within the Term of this Master Agreement (which may include the entire Term of this Master Agreement) along with an acknowledgment of the Council's Prior Obligations set forth in the written notice described in Article 1.03 below. Any person or corporation that provides the Council with an executed Letter of Adherence is hereinafter referred to as the "Employer" for the specific production or period of time covered thereby (which may include the entire Term of this Master Agreement). When reasonable grounds exist to believe that a prospective Employer will be unable to meet its financial obligations under the Master Agreement, the Council may refuse to permit that prospective Employer to adhere to the Master Agreement.

“1.05 Non-Exclusive Jurisdiction and Scope: Motion pictures not specifically identified in Article 1.04 above are within the jurisdiction of the Council and Scope of this agreement only if an Employer, with the consent of the Council, elects to produce such a motion picture under the terms of this Master Agreement.

“The parties shall adhere to the following election and consent procedure:

“(a) An Employer which desires to produce a motion picture within the non-exclusive jurisdiction of this Agreement shall advise the Council of its willingness to execute a Letter of Adherence for the motion picture and shall identify the terms and conditions (i.e., section of the Master Agreement, Supplemental Master Agreement or Sideletter re Productions Made for New Media that sets out rates and fringes) that it asserts apply to the motion picture.

“(b) No later than the close of business on the second business day after the Employer so advises the Council, the Council shall advise the Employer in writing that:

“(i) it consents to allow the motion picture to be produced under the terms asserted by the Employer, in which case the Employer shall execute a Letter of Adherence accordingly; or

“(ii) it does not consent, in which case the Council shall identify the grounds for its refusal to consent, including whether it disputes the Employer’s position as to the terms and conditions applicable to the motion picture and, in such case, which terms and conditions it says apply.

“It is understood that the Council may not condition its consent on the Employer’s agreement to extracontractual terms or conditions.

“(c) Should the Council respond that it does not consent, and the only ground for withholding consent is that it disagrees with the Employer’s position as to the terms and conditions applicable to the motion picture, then, no later than the close of business on the third business day after the Employer advised the Council of its willingness to execute a Letter of Adherence, the Employer may submit the matter to expedited arbitration by delivering to the Council a written demand for expedited arbitration, which shall set forth the basis of the dispute, the material facts and the position of the Employer.

“Upon delivering a written demand for arbitration, the Employer shall separately contact each of the five individuals on the panel of Arbitrators designated in subparagraph (e) requesting that they respond within forty-eight (48) hours to advise of their earliest available date and time for a hearing. If the individuals are contacted in writing, the Council shall be copied on the written communication. If the individuals are contacted by telephone, the Employer shall request that the individuals respond via e-mail with a copy to the Council. Based upon the responses received within the forty-eight (48) hour period, the individual on the panel with the earliest availability shall serve as the Arbitrator for the matter. No later than the close of business on the day that the forty-eight (48) hour period expires, the Employer shall advise the Council which member of the panel had the earliest availability and will serve as the Arbitrator for the matter.

“As soon as practicable after the Arbitrator has been determined, the Employer shall provide to the Arbitrator a copy of its written demand for expedited arbitration, and the Council shall provide to the Arbitrator its written position as to the terms and conditions applicable to the motion picture.

“(d) Should the Council fail to respond by the close of business on the second business day referred to in subparagraph (b) above, the Council shall be deemed not to have consented on the sole basis that it disputes the terms and conditions that the Employer asserts apply to the motion picture, and may not later raise any other basis for withholding consent. In that event, the Employer may notify the Council in writing, no later than the close of business on the fourth business day after the Employer advised the Council of its willingness to execute a Letter of Adherence, that it intends to petition a member of the arbitration panel described in subparagraph (e) below for an expedited hearing to obtain a declaration confirming that the terms and conditions asserted by the Employer apply to the motion picture. The Employer shall include a copy of the petition in its written notice to the Council.

“No later than the close of business on the next business day after the Employer notifies the Council of its petition, the Council shall provide the Employer with its position, in writing, as to the terms and conditions applicable to the motion picture. If the Council agrees with the Employer’s position as to the terms and conditions applicable to the motion picture, the matter shall not proceed to a hearing, the Council shall immediately consent to allow the motion picture to be produced on such terms and conditions and the Employer shall execute a Letter of

Adherence accordingly. Otherwise, a hearing shall be conducted as set forth below.

“Upon receipt of the Council’s written position indicating that it does not agree with the Employer as to the terms and conditions applicable to the motion picture, or if the Council fails to provide a written position within the time frame described in the preceding sentence, the Employer shall separately contact each of the five individuals on the panel of Arbitrators designated in subparagraph (e) below requesting that they respond within forty-eight (48) hours to advise of their earliest available date and time for a hearing. If the individuals are contacted in writing, the Council shall be copied on the written communication. If the individuals are contacted by telephone, the Employer shall request that the individuals respond via e-mail with a copy to the Council. Based upon the responses received within the forty-eight (48) hour period, the individual on the panel with the earliest availability shall serve as the Arbitrator for the matter. No later than the close of business on the day that the forty-eight (48) hour period expires, the Employer shall advise the Council which member of the panel had the earliest availability and will serve as the Arbitrator for the matter.

“As soon as practicable after the identity of the Arbitrator has been determined, the Employer shall provide to the Arbitrator a copy of its petition, and the Council shall provide to the Arbitrator its written position as to the terms and conditions applicable to the motion picture.

“(e) With respect to the processes described under subparagraphs (c) and (d) above:

The parties designate a panel of five individuals who may serve as the Arbitrator: Jacquie de Aguayo, Allison Matacheskie, Julie Nichols, Randy Noonan and Robert Pেকেles. Within thirty (30) days of the AMPTP and CMPA-BC’s receipt of notice of ratification, the AMPTP, CMPA-BC and Council shall jointly contact the five individuals to advise them of their appointment to the panel and to communicate the parties’ desire that any hearing under this Article 1.05 be convened within fourteen (14) calendar days of the date that an Employer contacts the individuals to request their availability.

“The Employer and Council shall make themselves available for a hearing at the Arbitrator’s earliest available date and time. In the interest of obtaining an expedited determination of the matter, the hearing may be convened in the evening or on a Saturday, Sunday or holiday, with the objective of completing the hearing within twenty-four (24) hours if at all possible. The Arbitrator shall not have authority to delay the arbitration hearing absent mutual agreement of the parties.

“No stenographic record or transcript shall be made of the hearing. No briefs shall be submitted. However, the Arbitrator shall reserve an equal amount of time for each party to provide a final argument before the hearing concludes.

“The Arbitrator’s authority shall be limited to deciding whether, consistent with the language of the Master Agreement, Supplemental Master Agreement or Sideletter re: Productions Made for New Media, the terms and conditions proposed by the Employer should apply to the project or whether the terms and conditions proposed by the Council should apply. The Arbitrator shall present a written decision and award, unless the parties to the arbitration mutually agree that a written decision is not necessary. In view of the need for an expeditious determination, the Arbitrator shall issue an award within twenty-four (24) hours after the close of the hearing. The Arbitrator may elect to issue a decision separate from the award. If the Arbitrator does so elect, the decision shall be issued no later than the close of business on the second business day following issuance of the award. The decision and award shall be final and binding on the parties and shall be fully enforceable in a court of competent jurisdiction but shall not be prejudicial to or serve as a precedent for any other dispute.

“The Arbitrator's fees and disbursements shall be borne equally by the parties. Expenses of witnesses shall be borne by the party who calls them.

“(f) Once the Arbitrator has issued a decision providing that the terms and conditions asserted by the Employer apply, or once the Council has consented to allow the motion picture to be produced under the terms asserted by the Employer (e.g., as described under subparagraph (b)(i) or the second paragraph of (d) above), the Council may not later revoke its consent or dispute the terms and conditions applicable to the motion picture. However, the Council shall not be precluded from later submitting a dispute regarding the terms and conditions applicable to the motion picture to expedited arbitration pursuant to the procedures in Article 11.05 of the Master Agreement should the budget or length of the motion picture or the platform for which the motion picture is made change and one or more of those change(s) results in the application of terms and conditions under the Master Agreement, Supplemental Master Agreement or the Sideletter re: Productions Made for New Media that are different from those determined to be applicable by the Arbitrator or those consented to by the Council.

“(g) At any point in time prior to the start of the expedited arbitration hearing, the Employer retains the right to inform the Council that it no longer intends to execute a Letter of Adherence.

“(h) An Employer which does not make a timely written demand for expedited arbitration under this Article 1.05 pursuant to subparagraph (c) or (d) above may nevertheless submit a dispute regarding the terms and conditions applicable to a motion picture within the non-exclusive jurisdiction of this Agreement to expedited arbitration pursuant to the procedures in Article 11.05 of the Master Agreement.

“(i) In the event that a dispute regarding the terms and conditions applicable to a motion picture within the non-exclusive jurisdiction of this Agreement has not been resolved prior to the time that the first individual engaged under the BCCFU

Agreement performs services for the Employer for the motion picture, the Council shall nevertheless authorize Employees to work on the motion picture under the terms and conditions asserted by the Employer pending resolution of the dispute, either by the parties or through the expedited arbitration procedure set forth in this Article 1.05 or in Article 11.05 of the Master Agreement. Should the dispute be resolved in favor of the Council's position, the Employer shall pay Employees any additional compensation necessary to meet the minimum compensation requirements applicable under the terms and conditions asserted by the Council."

Make any conforming changes as necessary.

8. **Minimum Daily Call for Training**

Modify Article 4.01 as follows:

"4.01 Minimum Daily Call: The minimum daily call - unless otherwise provided below and in the "Exceptions to Minimum Calls" Articles set forth in the Appendices to this Agreement - will be eight hours. There shall be no split shifts. An Employee may be called to work for not less than four (4) hours' pay at the Employee's straight time contracted hourly rate, or in the case of flat-rate Employees, for not less than one-half (½) the flat-rate Employee's prorated salary for one-half day, for the following:

- “(a) production meetings;
- “(b) sign writing;
- “(c) screening of rushes;
- “(d) screen tests;
- “(e) pre-light and pre-rig;
- “(f) pick-up shots, inserts and re-shoots where work is to be performed by a bona fide second unit;
- “(g) location scouting;
- “(h) greens pre-placement for locations with restricted access and greens maintenance; ~~and~~
- “(i) script supervisors performing script revision breakdowns; and
- “(j) Employer-provided training on a day when the Employee is not also working.

“If an Employee on a four (4) hour call as identified herein works more than four (4) hours with the approval of the authorized representative of the Producer, the call shall be an eight (8) hour minimum call.”

9. **Weather-Permitting Call**

Add a new "weather-permitting call" provision to Article 4.10 as follows:

"4.10 Cancellation of Call and Weather-Permitting Call:

"(a) The Employer may cancel an Employee's call up to the start of turnaround in effect prior to the starting time of the call and shall not be required to pay the Employee for such cancelled call. Between the turnaround in effect and eight (8) hours' notice of cancellation prior to the starting time of the call, a minimum of four (4) hours shall be paid to the Employee at the day's prevailing rate. If the notice of cancellation is less than eight (8) hours, the Employee shall be paid for eight (8) hours at the day's prevailing rate.

"(b) Notwithstanding the above, the Employer may issue a 'weather-permitting' call for extreme heat, extreme cold, snow, sleet or ice storms to an Employee prior to the Employee's dismissal for the day and for persons not on payroll up to twelve (12) hours prior to their call time (even if a call had previously been given). The Employer shall provide notice to the Council upon the issuance of a 'weather-permitting' call. The Employer may cancel a 'weather-permitting' call up to four (4) hours prior to the Employee's call time. In the event the Employee is notified not to report to work, he or she shall be paid four (4) hours of pay at straight time if employed by the day or one-tenth (1/10th) of the weekly rate if employed by the week, which shall be subject to fringe contributions. With respect to that portion of contributions to the health plans that is calculated on a 'per day' basis, the Employer shall contribute one-third (1/3) of the 'per day' rate. However, if the notification is less than four (4) hours prior to the Employee's call time, the Employee shall be paid for an eight (8) hour minimum call, which shall be subject to fringe contributions.

"The foregoing is in addition to the Employer's rights under Article 4.10(a) above.

"The Council agrees that it will not unreasonably deny a request by the Employer to issue a 'weather-permitting' call under this Article 4.10(b) for other weather conditions."

10. **Studio Zone**

Modify the second paragraph of Article 5.01(a) as follows:

"For clarity, along the Studio Zone's eastern boundary, the area encompassing all east-west street addresses below 20000 is within the zone. Golden Ears Bridge, and its approaches, also are within the Studio Zone. The studio located at 20175 100A Avenue,

Langley, BC - V1M 3X6 and the two studios located at 20146 100A Avenue, Langley, BC - V1M3G2 (including the parking lots for these studios located at 9758 203 Street, Langley, BC - V1M 3E3 and 20395 102B Avenue, Langley, BC V1M 3H3) shall be considered within the Studio Zone.”

11. **Direct Deposit and Electronic Time Sheets**

Modify Article 9.02 as follows:

“9.02 Medium of Wage Payment and Pay Day: All wage payments shall be made by cheque; or direct deposit or cash evidenced by a written voucher receipted by the person to whom such cash is paid. Employees shall have the option to receive payment via pay-cheque instead of direct deposit through the payroll period ending December 24, 2022.

“Employees’ pay-cheques shall be ready no later than four o'clock p.m. (4:00 p.m.) of the fourth (4th) work day following the week worked. In the case of an Employer which elects to pay Employees via direct deposit, payments will be processed on the fourth work day and shall be deposited in the Employee’s account at or before 11:59 p.m. on the fifth work day. Employees are to be made aware of any potential payment delays beyond the production’s control. Paystub information for Employees paid via direct deposit shall be sent to Employees by four o’clock p.m. (4:00 p.m.) of the fourth work day via either secure electronic means or regular mail. The ~~company~~ Employer will include in the copy of the time report attached to the Employee’s pay cheques the following in a time report, which may be attached in hard copy to the Employee’s pay-cheque or delivered or made available to the Employee electronically in a manner consistent with the requirements of the Personal Information Protection Act (‘PIPA’): Employee’s name and address; job classification; pay period ending date; applicable Council-member Union; dates worked; hours worked; wage and overtime rates; itemization and identification of all allowances, penalties, premiums and fringes paid and deductions made; and gross and net amounts of the Employee’s cheque for the pay period and year-to-date totals for gross wages, deductions, allowances, penalties, premiums and fringes.

“A copy of the Employee’s² time report and time sheet will be forwarded to the appropriate Council-member Union, accompanied by all applicable remittances, on a weekly basis. If a Saturday, Sunday, or holiday falls on a regular pay 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. 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.

“If an Employer has elected not to pay Employees via direct deposit (or if an Employee has opted to receive payment via pay-cheque for any payroll period ending on or before December 24, 2022), ~~the~~ Employer will distribute pay-cheques to the Employees during their shifts that day. 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 person designated by the Production Manager to distribute the cheques.

“All banking information collected by the Employer for purposes of administering direct deposit shall be collected, stored and transmitted in a secure manner consistent with PIPA, and destroyed in accordance with the retention of personal information requirements set out in PIPA. Employees shall not be required to submit information or documents of a personal or confidential nature to any another employee’s personal email address.”

12. **Notice of Layoff and Severance Pay**

Modify Article 10.03 as follows:

“10.03 Weekly Employees - Notice of Lay-Off and Severance Pay: All weekly Employees who have been employed by the Employer for at least three (3) weeks shall be given a one (1) week's notice, or one (1) week of severance pay in lieu of such notice, or a combination thereof. In turn, all weekly Employees shall give the Employer one (1) week's notice before resigning and if such Employee fails to do so, the Employer will not be required to re-employ such Employee.

Make conforming changes to Article C5.02(c) as follows:

“C5.02 Probationary Period and Severance:

* * * *

- “(a) A weekly Employee shall be considered as a probationary Employee for a period of thirty (30) calendar days.
- “(b) A probationary Employee who is dismissed on the grounds of unsuitability or the inability to meet the artistic standards set by the Employer shall nevertheless receive a severance payment of one (1) week's wages. The Employer shall notify Local 669 in writing of any such dismissal.
- “(c) In the event of a severance of employment other than a probationary discharge, an Employee employed on a weekly basis by the Employer for at least three (3) weeks shall be entitled to one (1) week's notice in writing or one (1) week's severance pay in lieu of such notice or a combination thereof. An Employee employed on a daily basis shall receive verbal notice of severance at the end of the work day, or in lieu of such notice, shall receive one (1) day's wages.
- “(d) In the event of discharge for just and reasonable cause, the onus of proof rests upon the Employer.

“(e) For the purposes of this Appendix ‘C’ a weekly Employee shall be an Employee who is on a weekly guarantee, or is employed for the run of the show. All other Employees shall be considered daily Employees.”

13. **Discharge**

Add a new Sideletter as follows:

“Dear Ms. Lombardini and Mr. Lee:

“Further to our discussions at the bargaining table for the renewal of the 2018-2021 Master Agreement relating to the Producers’ proposal to amend Article 10.06 Discharge, the BC and Yukon Council of Film Unions (BCCFU) is prepared to make the following commitment to allow an Employer to refuse to hire a person who has been previously discharged for cause by a related or affiliated entity of the Employer (including as provided in Paragraph B. below), if the person has engaged in serious culpable misconduct. ‘Culpable conduct’ is conduct that ranges from intentional or deliberate acts to reckless, careless or negligent acts; ‘serious culpable misconduct’ is specifically set out in Paragraph A., below.

“A. An Employer is not required to hire a person previously discharged for cause by a related or affiliated entity for a period of four (4) years from the date of discharge when the discharge in question:

“(i) is for serious culpable misconduct involving the following offences:

“(a) violent acts or serious threats of violence;

“(b) significant harassment (including sexual harassment), bullying or discriminatory behaviour;

“(c) significant theft or misappropriation of Employer assets;

“(d) substantial fraud committed upon the Employer;

“(e) retaliation; or

“(f) actions that pose a significant threat to the health and safety of others.

“(ii) the BCCFU or Council-member Union has either not grieved the discharge or has unsuccessfully grieved/arbitrated the designation of the discharge as being for reasons identified in paragraph (i), above.

“(iii) A ‘sustained discharge’ for the purposes of this Sideletter is established if the requirements of (i) and (ii) above are satisfied.

- “B. In the case of an individual subject to a sustained discharge from a series, neither an Employer nor its related or affiliated entities shall be required to hire that individual on any future season(s) of the series, regardless of whether four (4) years have elapsed since the date of discharge.
- “C. ‘Related or affiliated entities’ of an Employer shall mean production companies that are commonly owned and controlled by the Employer or its parent company.
- “D. The BCCFU or Council-member Union is entitled to have the designation of a discharge for serious culpable misconduct referred to expedited arbitration either by way of the provisions in the Master Agreement or pursuant to s.104 of the Labour Relations Code of BC. Likewise, an Employer may also refer a challenge of the designation of a discharge for serious culpable misconduct by the BCCFU or Council-member Union to expedited arbitration pursuant to the provisions of the Master Agreement or s.104 of the Labour Relations Code of BC.

“It is understood that an individual may be properly discharged for just and reasonable cause under Article 10.06 and for purposes of Article 10.07 (‘Industry Termination’), even if the arbitrator determines that the discharge was not for serious culpable misconduct as defined in this Sideletter.

- “E. In the event that the BCCFU or Council-member Union grieves/arbitrates the designation of the discharge as being for serious culpable misconduct, entities related to or affiliated with the discharging Employer are not required to hire an individual who has been discharged for alleged serious culpable misconduct pending the decision of the arbitrator.
- “F. Notwithstanding a sustained discharge for serious culpable misconduct, after three (3) years have elapsed since the date of discharge, the BCCFU or Council-member Union may make a request to the Employer to reduce the four (4) year period during which an Employer and its related or affiliated entities is entitled to refuse to hire the discharged person (and/or, in the case of a sustained discharge from a series, to allow the discharged person to be hired on future season(s) of the series) on the basis that the individual has sufficiently reformed or been rehabilitated.

“After expiration of the four (4) year period, the Employer and its related or affiliated entities shall no longer have the right to refuse to hire the discharged person (other than on future season(s) of the series, if the individual was discharged from a series), unless the Employer makes a successful application to an arbitrator to expand the right beyond four (4) years on the basis that the individual has not sufficiently reformed or been rehabilitated to the extent it would be reasonable to continue to deny the individual the right to employment with its related or affiliated entities. Such application may include a request to place conditions on the individual’s right to be employed with the related or affiliated entity.

- “G. An Employer may make an application to an arbitrator for declaratory relief pursuant to the second paragraph of F. above after three (3) years have elapsed since the date of discharge for serious culpable misconduct, and the arbitrator will have broad discretion to place terms and conditions on any order they may render in such matters.
- “H. This Sideletter only applies to discharges alleged to be for serious culpable misconduct involving one of the offences listed in Paragraph A.(i) above and shall have no application to any other discharge issued pursuant to Article 10.06. The Employer will provide written notice to the discharged individual within sixty (60) days of the date of discharge, with a copy to the applicable Council-member Union, in the event it determines that a discharge is for serious culpable misconduct involving one of the offences listed in Paragraph A.(i) above, and shall identify the related or affiliated entities to which this Sideletter will apply. Should any related or affiliated entities be formed or identified after the time of the notice, the Employer shall notify the BCCFU of the additional related or affiliated entities to which this Sideletter applies. The BCCFU or a Council-member Union may refer to arbitration the question of whether an entity or entities is properly characterized as a related or affiliated entity as defined herein.”

14. **Housekeeping Items**

- a. Change “Council Union” and “Council member” to “Council-member Union” in Articles 3.05, 3.07, 3.08, 9.07, 11.01 and 11.03, to conform with terminology used in the rest of the Agreement.
- b. *Modify the second sentence of Article 3.08 as follows:*
- “The Employer agrees to discharge any Employee, except Heads of Departments, ~~and First Assistants/Best Boy,~~ and Second Assistants, ~~who has had his/her~~ whose work permit has been revoked and shall hire the Union member who is available.”
- c. Change “Producer” to “Employer” in the following provisions:
- i. The last sentence of Article 4.01 (“If an Employee on a four (4) hour call as identified herein works more than four (4) hours with the approval of the authorized representative of the Producer, the call shall be an eight (8) hour minimum call.”).
- ii. The first sentence of Article 8.04(b) (“However, if the Employer is not a member in good standing of the CMPA, or an affiliate of the AMPTP, the Producer shall pay to the Council a sum equal to four percent (4%) of each Employee’s Gross Wages, of which fifty percent (50%) shall be remitted to the CMPA-BC.”).

- iii. Throughout Article 12 (“Safety”), except that any references to “Negotiating Producers” shall remain unchanged. Delete the parenthetical “(hereinafter referred to as the Producer)” in the second sentence of Article 12.01.
- iv. The last sentence of Article A1.14 (“If an Employee on a four (4) hour call as identified herein works more than four (4) hours, with the approval of the authorized representative of the Producer, the call shall be an eight (8) hour minimum call.”).
- d. Change “per km for kilometres driven” to “per kilometre driven” in Article 5.04.
- e. Add the word “a” before the phrase “sufficient supply of soap” in Article 6.08(b).
- f. Delete the words “In addition:” at the end of Article 12.06(a).
- g. Rename the ***** footnote (“Security Personnel”) to the wage rate charts in Appendix B and the Supplemental Master Agreement as “Security Captain,” and move the footnote so that it is a footnote to the Security Captain rate instead of the Security Personnel rate.
- h. Add a new wage rate table to the Agreement specifying the rates payable during the term of the Agreement on programs subject to a “one period lag” in wage rates.
- i. Rename Article 5.08 (“Unworked Sixth or Seventh Days, or Statutory Holidays on Distant Location”) as “Unworked Days on Distant Location.”
- j. *Modify Article 1.20 as follows:*

“**1.20 Discrimination:** The Employer agrees it shall not discriminate against or engage in any harassment of any applicant for employment or Employee for reasons based on race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, union membership or activity, or on any other basis prohibited by applicable federal, provincial or territorial law.”
- k. Replace gender-specific pronouns throughout the Agreement with proper nouns such as “Employee,” provided that such replacement does not result in any grammatical errors or substantive changes.

APPENDIX "A"
IATSE LOCAL 891 SIDE TABLE

1. **Classification Title Amendments:**

Amend the following classification titles in Article A1.04 and in the wage rate charts in Appendix A and the Supplemental Master Agreement:

EXISTING TITLE	NEW TITLE
Construction Foreman	Construction Foreperson
Seamster/Seamstress	Stitcher
Leadman/Setup	Lead Grip / Setup
Chief Lighting Technician/Gaffer	Head Lighting Technician
Rigging Gaffer	Head Rigging Lighting Technician
Assistant Chief Lighting Technician/Best Boy	Assistant Head Lighting Technician
Set Wireman	Set Wire Technician

2. **Sideletter re: Hair and Make-up**

Add a new Sideletter as follows:

“Mr. Davies:

“This is to confirm the agreement reached during the 2021 negotiations on provisions which are designed to address the industry's growing need for Employees in the hair and make-up departments who have knowledge, skills and experience in the following areas:

“Hair

“Styling and/or cutting natural textured hair, which includes:

“- blow drying and flat ironing or curling;

“- braiding and twisting techniques (e.g., box braids, flat twist, two-strand twist, locs);

“- pressing and curling;

“- applying wigs and extensions;

“- flat top and fade haircuts;

“- general barbering;

“- men's styling with twist or sponge technique; and

“- knowledge of hair care products for the above-mentioned hair types and hairstyles.

“Make-up

“Applying make-up to individuals with dark skin tones and developing looks for such individuals, which includes:

“- dark under-eye correction;

“- matching skin tone with correct concealer and foundation;

“- correcting hyperpigmentation;

“- contouring and shading;

“- knowledge of cosmetic lines with shades for women and men of colour.

“In order to serve the industry's needs in these areas, and in order to expand the pool of talent within IATSE Local 891's membership, the parties have agreed to the following:

- “1. IATSE Local 891 will maintain a list of existing active members from the Hair and Makeup Departments who currently have knowledge, skills and experience in the areas listed above and will make this list available upon request of an Employer.
- “2. Individuals will be placed on this list based on an evaluation of skills and experience by a three-person panel of industry experts for the Hair Department and a three-person panel of industry experts for the Makeup Department who will be jointly selected by the Negotiating Producers and IATSE Local 891 for this purpose. The cost of this evaluation will be paid through the BC Motion Picture Training Society. For each craft, two representatives of the Negotiating Producers and two representatives of IATSE Local 891 shall meet within 30 days after ratification to select the three-person panels of industry experts and make any other necessary arrangements to enable the panels' evaluations to be made, and the list of individuals with the appropriate skills and experience to be created, no later than 90 days after ratification.
- “3. The Employer shall give reasonable consideration to available individuals on the list prior to IATSE Local 891 granting a work permit under Article 3.03 of the BCCFU Master Agreement for a position requiring such knowledge, skills, and experience.
- “4. Within six months of the ratification of the 2021-2024 BCCFU Master Agreement, the parties will jointly sponsor a series of courses, including but not limited to skills training in the areas listed above. The courses will be approved by the Negotiating Producers and subject matter experts from IATSE Local 891. The panels of industry experts shall evaluate IATSE Local 891 members who have completed the training course series for placement on the list of members who have knowledge, skills and experience in the areas listed above.
- “5. Union members who participate in the training course series will be paid a stipend equivalent to the minimum daily call identified in Article 4.01 through the BC Motion Picture Training Society.

- “6. Until such time as the initiative outlined in Item 2 has been implemented, IATSE Local 891 shall provide the Employer with the names and credentials of available individuals within its existing membership who have self-identified as possessing the knowledge, skills and experience in the areas listed above when an Employer requests a Hair Stylist and/or Makeup Artist possessing such knowledge, skills and experience. Once the Employer has reasonably considered those individuals and/or granted an interview if requested by IATSE Local 891, the Employer will be deemed to have given reasonable consideration to available qualified applicants for purposes of Article 3.03.
- “7. The terms of this Sideletter will expire on March 31, 2024, unless renewed by mutual agreement of the parties.”

[Signature blocks omitted.]

APPENDIX "B"
TEAMSTERS LOCAL UNION NO. 155 SIDE TABLE

1. **Dispatch and Layoff**

a. *Amend Article B1.11(c)(v) as follows:*

“A job classification and driver's license classification must accompany any order for a driver. (For example, the Employer should specify whether a Class 3, 4 or 5 license is required when requesting a driver for the 'Truck Driver - Over 1 Ton' classification.) If an Employer requests that the Union dispatch a driver possessing a Class 1 license and the driver is assigned to drive a vehicle that does not require a Class 1 license, the Employer shall compensate that driver, for the driver's entire shift, at the 'Tractor Trailer (Prod. Van)'/ 'Special Equipment Driver' rate.”

b. *Amend Article B1.11(a) as follows:*

“B1.11 Dispatch and Layoff:

“(a) Notwithstanding any other provision of this Master Agreement, no person shall be considered to be an Employee with the rights under this Agreement by the sole reason of being eligible to be dispatched from the Union to the Employer. A person will be considered employed by the Employer when he or she is actually dispatched by the Union and the Employer accepts the dispatch assignment. The Employer shall not refuse to accept a dispatched member or delay acceptance of such dispatched member except for just and reasonable cause. Just and reasonable cause for purpose of this provision shall include, but is not limited to:

“(i) Previous discharge from the employ of the Employer;

~~“(ii) Previous discharge or suspension greater than two (2) weeks by another movie industry Employer that has occurred within the previous four (4) months.~~

“(iii) Being subject to discipline for reasons of safety, ~~insubordination or job performance deficiency~~ by the Employer or another movie industry employer at the time the dispatch request is made notwithstanding that an arbitrator may later set aside or modify such discipline.”

2. **Class 1 Driver Classifications**

Delete the “Bus Driver (Class #1)” and “B-Train Equipment Driver” classifications from the Teamsters Local Union No. 155 rate charts.

3. **Program to Train or Recruit Class 1 Drivers**

The parties will continue to discuss developing a program to assist drivers to obtain a Class 1 license and/or to attract drivers who already possess a Class 1 license to begin working under the collective agreement, including by means of helping those drivers acquire language skills necessary for their work. The parties shall develop such program(s) no later than [*the date that is six months following receipt of notice of ratification by the AMPTP and CMPA-BC*].

4. **Article B5.05**

Amend Article B5.05 as follows:

“It is understood that Security Personnel may be requested by the Employer to provide a vehicle, cell phone or other security/safety related equipment as a condition of employment. The Employer and the Employee will individually negotiate for remuneration for such equipment. In the event that the Employee provides such equipment at the request of the Employer, and the Employee presents to the Employer, prior to production wrap, a CRA Form T2200 with Part A (‘Employee Information’) completed, the Employer will complete and sign the remainder of the form.”

5. **Pre-Trip and Post-Trip Inspections**

Add a new Article B5.06 to read as follows:

“Before a driver commences to operate the vehicle to which the driver is assigned, the driver shall be provided with sufficient time to complete and document the required pre-trip inspection. The driver must also carry the current pre-trip report (and post-trip report, if required) in the vehicle, in electronic or paper format. Should the driver identify issues which would affect the roadworthiness of the vehicle (‘Roadworthy Issues’), the driver will immediately bring those Roadworthy Issues to the attention of the Transportation Coordinator/Captain and the Production Manager. The Employer shall correct any ‘Major Defects’ (as defined in National Safety Code Standard 13) before requiring any driver to operate the vehicle. The Union and the Employer shall make every effort to resolve disputes as to whether a driver was given sufficient time to conduct pre-trip and post-trip inspections expeditiously and through discussion.”

6. **Employees (Other than Security) Supplying Cell Phones**

Add a new Article B5.07 as follows:

“It is understood that the Employer may require Employees (other than Security Personnel) to supply a cell phone in order to carry out the duties of the job. The Employee may individually negotiate with the Employer for remuneration for such cell phone use. If the Employee supplies a cell phone at the request of the Employer, and the Employee presents to the Employer, prior to production wrap, a CRA Form T2200 with Part A (‘Employee Information’) completed, the Employer will complete and sign the remainder of the form.”

7. **Bulletin re: Working Alone or in Isolation**

The AMPTP and CMPA-BC shall prepare and issue a bulletin to the Canadian Affiliates of the AMPTP and CMPA Member Companies that sign a letter of adherence to the 2021 British Columbia and Yukon Council of Film Unions Master Agreement reminding them of requirements under the Occupational Health and Safety Regulations to establish check-in and other procedures to protect employees working alone or in isolation.

APPENDIX “C”
ICG LOCAL 669 SIDE TABLE

1. **Work Permit Application**

Replace the existing Work Permit Application Form with the attached Exhibit 1.

EXHIBIT 1



WORK PERMIT APPLICATION FORM

I hereby make application for a work permit from the International Cinematographers Guild, Local 669 ("ICG 669"). I authorize ICG 669 to negotiate, bargain collectively, present and discuss grievances with my Employer, as my representative and as my sole and exclusive Collective Bargaining agency. I shall abide by the Constitution, By-Laws, Decisions, Rules, Regulations and Working Conditions of ICG 669. I base my application on the following facts that I affirm to be true:

Name _____ Date of Birth _____ / _____ / _____
(dd/mm/yyyy)

Address _____
Street City Province/State Postal/ZIP Code

Social Insurance Number (last 4 digits) _____ Social Security Number (last 4 digits) _____

Email _____ Phone Number _____

Position _____ Union Affiliation(s) _____

Production Company _____

Production Title _____

For the period From _____ / _____ / _____ To _____ / _____ / _____
(dd/mm/yyyy) (dd/mm/yyyy)

The Article of the Collective Agreement under which this permit is applied for is (*check one*):

- 3.02** **3.03** (choose all applicable): **3.05** **3.06**
- 3.03 (a)
 - 3.03(b)(i)
 - 3.03(b)(ii)
 - 3.03(c)
 - 3.03(d)

In making this application, I authorize the employer to deduct from my gross wages and pay to ICG 669 fees and dues in accordance with the prevailing practice for members of ICG 669.

Note: You are not required to pay dues if you are already covered under an IATSE Local 600 Agreement. If this is the case, you must place a checkmark in the following box:

I hereby consent to the payroll companies collecting and disclosing my personal and payroll information, contact information and Social Insurance Number to ICG 669 and that ICG 669 may collect, use and retain this information for the purposes of administering the Collective Agreement.

Signature of Applicant _____ Dated _____

This work permit application can also be downloaded at: <http://www.bccfu.com/forms-templates/>