

GENERAL MEMORANDUM OF AGREEMENT OF APRIL 1, 2018 BETWEEN BRITISH COLUMBIA AND YUKON COUNCIL OF FILM UNIONS AND ITS COUNCIL-MEMBER UNIONS IATSE LOCAL 891, INTERNATIONAL CINEMATOGRAPHERS GUILD LOCAL 669 AND INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 155 AND THE NEGOTIATING PRODUCERS

This Memorandum of Agreement and its Appendices are entered into as of April 1, 2018 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; Teamsters Local Union No. 155 affiliated with the International Brotherhood of Teamsters; and International Cinematographers Guild, Local 669 ("ICG Local 669") of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada (hereinafter referred to as the "B.C. Council"), 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 and the Canadian Media Producers Association - BC Producers Branch 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 2015-2018 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.

Except when another date is specified, the provisions herein shall be effective as of April 1, 2018 or the date that the B.C. Council furnishes notice of ratification to the Negotiating Producers, whichever is later.

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, ~~2015~~2018 and continue to and including March 31, ~~2015~~2021. All of the provisions hereof shall continue in force until such time as a successor agreement is concluded.”

2. **Wages**

Except as provided otherwise in Item 3.a. of Appendix “B” and Item 1 of Appendix “C,” increase minimum rates by three percent (3%) effective April 1, 2018; by an additional three percent (3%) effective March 31, 2019; and by an additional three percent (3%) effective March 29, 2020. These increases shall be compounded.

3. **Low Budget Feature Films Budgeted at \$3,000,000 CAD and Below**

Modify S3.03 iii) of the Supplemental Master Agreement as follows:

“iii) Budget of \$3,000,000 CAD and below: wages subject to individual negotiation between individual employee and employer. ~~Ten percent (10%) (ten Ten and one-quarter percent (10.25%) effective August 2, 2015)~~ fringe rate plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions. Under no circumstances may the wages be less than ~~\$13.01 per hour effective as of March 30, 2014~~ one dollar (\$1.00) per hour above the BC Employment Standards minimum wage.”

4. **BC Motion Picture Training Society**

a. *Add the following to the Master Agreement as a new Article 8.06:*

“8.06 BC Motion Picture Training Society:

“(a) Administration:

“The parties have established the BC Motion Picture Training Society (the ‘Society’) for the purpose of providing training to Employees who work under the Master Agreement in British Columbia. The Society is governed by an equal number of Employer and Union Directors who have adopted by-laws to govern the administration of the Society and its programs.

“The Society may pursue education and training initiatives for Employees consistent with the purposes contained in the Society’s constitution.

“It is understood and agreed that the Society:

“(i) is complementary to and shall not replace Actsafe;

“(ii) may use its funds to reimburse participants for their costs for courses offered by Actsafe, the IA Training Trust or any other qualified provider, subject to the approval of a majority of the Directors of the Society;

“(iii) shall develop a website, accessible to Employers, that will provide information about the courses Employees have attended and completed; and

“(iv) shall obtain approval by Employer Safety Representatives of the curriculum for any proposed safety training by the Society before any such training program may be presented to the Directors of the Society for approval.

“(b) Funding:

“The Employer shall contribute five cents (\$0.05) per hour worked to the Society up to the following maximums:

“(i) \$1,500 per TV episode, High Budget SVOD Program or episode, movie of the week, mini-series segment (also sometimes referred to as a ‘part’) or Home Video;

“(ii) \$10,000 for a TV or High Budget SVOD mini-series;

“(iii) \$10,000 per season for episodic TV series or High Budget SVOD series; and

“(iv) \$10,000 for Features.

“No contributions shall be due for Pilots or Productions Made for New Media other than High Budget SVOD Programs, regardless of what terms and conditions apply to the Production Made for New Media.

“Flats are to be based on a twelve (12) hour day.

“In addition to the foregoing contributions, the Council shall contribute fifty thousand dollars (\$50,000) per annum to the Society.”

- b. The Training Society shall retain any contributions made prior to April 1, 2018 for a Production Made for New Media.

- c. The parties recommend to the Directors of the Society that the Society adopt a resolution during the term of the 2018 Master Agreement to provide for one or more application(s) by the Society to the provincial and/or federal government(s) for matching contributions to the Society.
- d. All Employees employed under the Master Agreement or Supplemental Master Agreement must successfully complete the Actsafe Motion Picture Safety Awareness course before March 31, 2024. The parties shall agree on a timetable for training persons in job classifications covered under the Master Agreement and Supplemental Master Agreement. The Training Society shall pay Employees a sixty dollar (\$60.00) stipend for attending the course. Any Employee who has not successfully completed the course by March 31, 2024 shall be ineligible for dispatch or referral.

5. **Bulletin re: Healthy and Safe Workplaces**

The AMPTP and CMPA-BC agree to issue a bulletin to Canadian Affiliates of the AMPTP and CMPA Member Companies that sign a letter of adherence to the 2018 British Columbia and Yukon Council of Film Unions Master Agreement as follows:

“During the 2018 negotiations for a successor agreement to the 2015 Master Agreement, the Council Member-Unions requested that Employers join with the Council to promote physically and psychologically healthy and safe workplaces. The Negotiating Producers agreed to raise awareness of this subject among Employers by issuing this bulletin.

“The purpose of this bulletin is to advise you of our commitment to work together with the Unions to:

- “• Increase awareness about resources available to Employees and their families surrounding mental health and substance abuse issues.
- “• Foster a supportive environment for Employees who may need help.
- “• Identify resources to aid supervisors in their role relating to Employees’ mental health and substance abuse issues.
- “• Achieve continued adherence to the principles of confidentiality relating to Employees’ mental health and substance abuse issues.
- “• Provide continuing communications to Employees that working while impaired is a safety concern for everyone and is unacceptable.

“Please circulate this bulletin to your production executives in order to raise consciousness of the objectives outlined above.”

6. **Industry Termination List**

a. *Modify Article 10.07 of the Master Agreement as follows:*

“10.07 Industry Termination: An Employer is not required to employ, and the Union will not dispatch, a person previously discharged for any reason by the film and television industry Employers three (3) times provided that no Employee shall be discharged (as distinguished from replacements or layoffs) by an Employer without just and reasonable cause. An agreed list of Industry Terminations will be maintained by the Council, the AMPTP and CMPA-BC offices and updated on a regular basis.”

b. During the term of the 2018 Master Agreement, the joint termination committee shall continue its discussions concerning procedures for maintaining, updating and distributing the Industry Termination list.

7. **Bulletin Re: Joint Healthy and Safety Committee Members**

The AMPTP and CMPA-BC will issue a bulletin recommending that Employers include the names of the three (3) Shop Stewards who serve on the Joint Health and Safety Committee on the call sheet, when possible.

8. **Effective Date of Minimum Rate Increases**

Revise Article 1.07 of the Master Agreement as follows:

“1.07 Minimum Rates:

“(a) The Minimum Rates enumerated in the Appendices to this Master Agreement are basic minimum scales and nothing in this Master Agreement shall prevent an Employer from paying the Employees a rate higher than these Minimum Rates, but no Employer will be obligated to pay more than the Minimum Rates without bargaining with an individual Employee for a higher rate and reaching an agreement to pay that Employee a higher rate.

“(b) When a pilot or long-form television motion picture commences principal photography prior to the expiry date of a Master Agreement and continues in production through and after the effective date of the successor Master Agreement, the Minimum Rates applicable prior to the expiry of the Master Agreement shall apply during the entire production of the pilot or long-form television motion picture.”

9. **Article 1.21 – Residency**

Revise Article 1.21 of the Master Agreement as follows:

“1.21 Residency: Employees must provide Canadian and Provincial residency information sufficient to ensure that the production company is eligible to receive the federal and provincial incentives, including tax credits, on or before the date the Employee’s first time card is submitted to the accounting department. This information will be held in accordance with the *Personal Information Protection Act*.

“Each Employer shall provide the Union with its particular residency documentation requirements, and shall notify the Union in the event of any changes to those requirements.

“At the commencement of production, the Employer will notify Employees of its particular residency documentation requirements.

“The residency documentation required by the Employer may include, but is not limited to, the following:

“(a) A declaration of residency, including Canadian citizenship or permanent residence status;

“(b) A Canadian Provincial Driver’s License or Canadian Provincial Identification Document or Card with Photo (e.g., a British Columbia Services Card (BC Care Card) with Photo); and

“(c) One or more of the following documents:

“(i) Notice of Assessment;

“(ii) Mortgage, rental or lease agreement with rent receipts;

“(iii) Utility bills;

“(iv) Property tax notice;

“(v) Motor vehicle registration;

“(vi) Insurance policy covering a Canadian residence.

“Employees employed through a loan-out corporation may also be asked to provide to the Employer the loan-out corporation’s most recent Notice of Assessment and the most recent Schedule 50 indicating whether the loan-out corporation has single or multiple shareholders. Newly-formed loan-out corporations that have not yet filed tax returns may be asked to provide a Shareholder Register.

“The Employer may require any additional or alternative documents approved or required by any relevant taxing authority to determine tax credit eligibility without any need for further negotiation.

“Should the Employer inform an Employee and the applicable Council-member Union that the Employee has failed to furnish appropriate residency documentation consistent with the requirements of this Article 1.21, the Employee shall have two (2) business days within which to provide the required documentation to the Employer. Should the Employee fail to do so within that time period, the Employer may replace that Employee or refuse referral of that Employee. Effective October 1, 2018, the Employer shall notify the applicable Council-member Union of such failure and the Council-member Union shall not dispatch or refer that Employee for any employment under this Agreement with that Employer, or any other Employer, until he or she has supplied the required residency documentation to the Employer and the Council-member Union.”

10. **Article 4.02(e) – Shifting the Workweek**

Modify Article 4.02(e) of the Master Agreement as follows:

“(e) Once every six (6) shooting weeks, and in the case of episodic television, once between hiatus periods (*i.e.*, between the commencement or resumption of production and a cessation of principal photography for the series for at least one week), or more frequently where agreed by the Employer and Union, the Employer may shift the work week without penalty by doing the following:

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

“(ii) shift the work week back:

“(A) by one (1) day, by changing the seventh day of the regular work week to the first day of the shifted work week, provided that the sixth day of the regular work week is a day off and provided that the thirty-four (34) hour rest period applies;

“(B) by one (1) day, by making the preceding work week a prorated four (4) day work week, giving the fifth and sixth day off, and making the seventh day the first day of the shifted work week, provided that the fifty (50) hour rest period applies;

“(C) by two (2) days, by making the preceding work week a prorated three (3) day work week, giving the fourth and fifth day off, and making the sixth day the first day of the shifted work week, provided that the fifty (50) hour rest period applies; or

“(BD) by two (2) days, by making the preceding work week a prorated four (4) day work week, giving the fifth day off, and making the sixth day the

first day of the shifted work week, provided that the thirty-four (34) hour rest period applies.

“(iii) The Council and the affected Employees shall be given seven (7) calendar days' notice of such work week shift.

“(iv) The Council agrees that it will not unreasonably withhold enabling of a waiver request of the seven (7) day notice requirement of Article 4.02(e)(iii) when such circumstance giving rise to such request is beyond the reasonable control of the Employer and occurs within the seven (7) day notification period.”

11. **Article 8.04 – CMPA-BC Administration Fee**

Modify Article 8.04(c) of the Master Agreement as follows:

“(c) During the life of this Agreement, only the CMPA-BC may amend the amounts and maximums set out in paragraph (a), and with the agreement of the Council, paragraph (b), above. These provisions may not be reduced or waived without the written agreement of the CMPA-BC.”

12. **Productions Made for New Media**

a. *Revise the opening paragraphs and Paragraphs D. and E. of the Sideletter re: Productions Made for New Media to the Master Agreement as follows:*

“This confirms the understanding of the British Columbia Council of Film Unions (‘BCCFU’) and the Negotiating Producers concerning the terms and conditions which the Employer may elect to apply to the production of entertainment motion pictures of the type that have traditionally been covered under the Master Agreement or the Supplemental Master Agreement which are made for the Internet, mobile devices, or any other new media platform in existence as of March 29, 2009 (hereinafter collectively referred to as ‘New Media’).¹

~~“The parties mutually recognize~~When the parties entered into the 2015 negotiations, they mutually understood that the economics of New Media production ~~are presently~~were uncertain and that greater flexibility in terms and conditions of employment ~~is~~was therefore mutually beneficial. The parties understood that ~~if~~if one or more business models developed such that New Media production ~~becomes~~became an economically viable medium, then the parties would mutually recognize that fact in future agreements ~~should reflect that fact.~~

¹ This Sideletter applies to the production of certain types of programs intended for initial use in New Media and does not cover work involved in the selection of content for, design or management of any website or any other New Media platform on which productions made for New Media appear.

“During the 2018 negotiations, in recognition of emerging subscription consumer pay New Media services exhibiting high budget dramatic productions, the parties agreed to modify the terms and conditions for ‘high budget’ dramatic productions made for subscription consumer pay New Media platforms as provided in Paragraph D. below.

* * * *

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

“(1) The following terms shall be applicable prospectively only. They shall not apply to: any High Budget SVOD Program or episode of a High Budget SVOD series, the license agreement for which is entered into prior to April 1, 2018 or the date of ratification, whichever is later. Any such program or series shall continue to be subject to the terms of the Sideletter re: Productions Made for New Media of the 2015-2018 BCCFU Master Agreement and the terms and conditions incorporated therein, except that minimum salaries shall be as provided in S3.01 or S3.02, as applicable, of the 2018-2021 BCCFU Supplemental Master Agreement.²

~~“(a) any program or series that would otherwise qualify as a "High Budget SVOD Program" within the meaning of this Sideletter, for which the principal photography of the program, in the case of a one-time program, or the principal photography of the first episode, in the case of a series, commenced prior to January 1, 2016; or~~

~~“(b) any program or series that would otherwise qualify as a "High Budget SVOD Program" within the meaning of this Sideletter for which the principal photography of the program or the first episode of the series commenced after January 1, 2016, if such program or series was produced pursuant to the terms of a bona fide license agreement with fixed and definite terms entered into by the Employer prior to January 1, 2016. However, if such license agreement is entered into subject to conditions precedent;~~

² If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the license agreement for which is entered into prior to April 1, 2018 or the date of ratification, whichever is later, and the Employer has the right to negotiate with respect to the material terms and conditions of the license for such additional High Budget SVOD Programs or episodes of a High Budget SVOD series, then the additional High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of this Sideletter re: Productions Made for New Media of the 2018-2021 BCCFU Master Agreement.

then all such conditions must be satisfied prior to January 1, 2016.

~~“Any program or series described in subparagraph (a) or (b) above shall continue to be subject to the terms of the New Media Sideletter of the 2012-2015 BCCFU Master Agreement. However, with respect to any such program or series described in subparagraph (a) or (b) above, if the licensee orders additional programs or episodes pursuant to the terms of the license agreement after January 1, 2016 and the Employer has the right to negotiate with respect to the material terms and conditions of the license for the additional programs or episodes, then such additional programs or episodes shall be subject to the terms of the New Media Sideletter of the 2015-2018 BCCFU Master Agreement.~~

~~“Notwithstanding the foregoing, the Employer shall not reduce the terms and conditions of employment previously provided to BCCFU-represented Employees on programs or series covered by subparagraphs (a) and (b) above.~~

- “(2) Original and derivative dramatic new media productions made for initial exhibition on a subscription consumer pay platform (such as Netflix) which meet the following criteria will be considered ‘high budget’ (hereinafter, ‘High Budget SVOD Program’):

Length of Program as Initially Exhibited*	‘High Budget’ Threshold
20-35 Minutes	\$1,475,000 CAD and above
36-65 Minutes	\$2,825,000 CAD and above
66 Minutes or more	\$3,400,000 CAD and above
* Programs less than 20 minutes are not considered ‘high budget’ for purposes of this proposal, regardless of their budgets.	

- “(3) Minimum Wages and Fringe Rate

~~“The minimum wages and fringes for Employees employed on a High Budget SVOD Program shall be as set forth in S3.01 of the Supplemental Master Agreement for Television Series and shall be as set forth in S3.02 of the Supplemental Master Agreement for (i) Long-Form Television, (ii) Pilots, and (ii) programs without an agreement for subscription consumer pay new media distribution in the United States at the commencement of principal photography.~~

“(a) High Budget SVOD Episodic Series

“(i) 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 BCCFU Master Agreement for one (1) hour episodic television series.

“(ii) 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 BCCFU Supplemental Master Agreement.

“(iii) 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.

“(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.

“(c) 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; or (ii) High Budget SVOD pilots shall be as provided in S3.02 i) or ii), respectively, of the 2018-2021 BCCFU 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:

“Staffing: It is expressly understood and agreed that there shall be no staffing requirements on High Budget SVOD Programs and that there will be full interchange of job functions among Employees, so that a single Employee may be required to perform the functions of multiple job classifications covered hereunder, so long as all such job functions are within the jurisdiction of a single Council-member Unionthe Union further agrees that the current practice relating to interdepartmental cooperation shall remain unchanged.”

“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, ~~2018~~2021 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 the following unpublished Sideletter re: Grandfathering High Budget SVOD Programs:*

“As of April 1, 2018

[Address blocks omitted]

“Re: **Grandfathering High Budget SVOD Programs**

“Dear Messrs. Davies, Ward and Whittred :

“During the 2018 negotiations, the parties agreed to grandfather High Budget SVOD Programs or episodes of a High Budget SVOD series under the Sideletter re: Productions Made for New Media to the Master Agreement when those Programs or episodes are ordered pursuant to a license agreement entered into prior to April 1, 2018 or the date of ratification, whichever is later, and the Employer does not have the right to negotiate with respect to the material terms and conditions of the license for additional Programs or episodes ordered. It is understood and agreed by the parties that negotiations concerning cost increases incurred as items of breakage do not constitute

the renegotiation of material terms of the license agreement that would result in the loss of grandfather status.”

[Signature blocks omitted.]

- c. *Add the following unpublished Sideletter re: Subscriber Count for PlayStation Plus and PlayStation Vue:*

“As of April 1, 2018

[Address blocks omitted]

“Re: **Subscriber Count for PlayStation Plus and PlayStation Vue**

“Dear Messrs. Davies, Ward and Whittred:

“The parties agree that PlayStation Plus and PlayStation Vue shall each be considered to have fewer than one million (1,000,000) domestic subscribers for the term of the 2018-2021 BCCFU Master Agreement.”

[Signature blocks omitted.]

- d. *Add the following unpublished Sideletter re: Amazon Prime Subscriber Count:*

“As of April 1, 2018

[Address blocks omitted]

“Re: **Amazon Prime Subscriber Count**

“Dear Messrs. Davies, Ward and Whittred:

“The parties agree that Amazon Prime shall be considered to have between twenty million (20,000,000) and forty-five million (45,000,000) domestic subscribers for the term of the 2018-2021 BCCFU Master Agreement.”

[Signature blocks omitted.]

- e. *Add the following unpublished Sideletter re: “Bundled” Subscription Consumer Pay Platforms:*

“As of April 1, 2018

[Address blocks omitted]

“Re: **‘Bundled’ Subscription Consumer Pay Platforms**

“Dear Messrs. Davies, Ward and Whittred:

“During the negotiations for the 2018-2021 BCCFU Master Agreement, the parties discussed the difficulty of determining the number of subscribers in the United States and Canada to a subscription consumer pay new media platform that provides video on demand and other services, such as gaming, music, or free shipping, (e.g., Amazon Prime, PlayStation Plus, PlayStation Vue). Ultimately, the parties reached agreement on the number of subscribers in the United States and Canada that certain of those platforms (i.e., Amazon Prime, PlayStation Vue and PlayStation Plus) will be considered to have for the term of the 2018-2021 BCCFU Master Agreement.

“Should an issue arise during the term of the 2018-2021 BCCFU Master Agreement as to the number of subscribers in the United States and Canada to a subscription consumer pay new media platform that provides video on demand and other services, the parties agree that any resolution between the AMPTP and the United States Guilds and Unions shall also apply to the 2018-2021 BCCFU Master Agreement.”

[*Signature blocks omitted.*]

- f. *Add the following unpublished Sideletter re: Number of Subscribers to Subscription Consumer Pay Platforms:*

“As of April 1, 2018

[*Address blocks omitted*]

“Re: **Number of Subscribers to Subscription Consumer Pay Platform**

“Dear Messrs. Davies, Ward and Whittred:

“During the negotiations for the 2018-2021 BCCFU Master Agreement, the parties discussed the difficulty of determining the number of subscribers in the United States and Canada to a subscription consumer pay new media platform when the platform does not release information on the number of subscribers or does not release information identifying the number of subscribers in the United States and Canada as opposed to elsewhere in the world.

“Should an issue arise during the term of the 2018-2021 BCCFU Master Agreement as to the number of subscribers in the United States and Canada to a subscription consumer pay new media platform in one of the situations described above, the parties agree that any resolution between the AMPTP and the United States Guilds and Unions shall also apply to the 2018-2021 BCCFU Master Agreement.”

[*Signature blocks omitted.*]

13. **Housekeeping**

- a. *Correct the fringe rates in Article 2.03 of the Master Agreement as follows:*

“2.03 Terms Applicable to Low Budget Feature Films in Exclusive Jurisdiction

“For low budget theatrical motion pictures with Budget levels described below, the scale minimum wage rates applicable to Features in Appendices ‘A,’ ‘B’ and ‘C’ of the Master Agreement and Fringe rates in Article 8.02 will be reduced as follows:

- “• Budgets of more than \$8,000,000 CAD up to \$14,000,000 CAD: rates ten percent (10%) less than Feature rates and a fringe rate of fifteen and one-quarter percent (15.25%) for Locals 891 and 669 and fifteen and ~~one-half~~ three-quarters percent (15.75%) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.
- “• Budgets of \$8,000,000 CAD and below: rates eighteen percent (18%) less than Feature rates and a fringe rate of fifteen and one-quarter percent (15.25%) for Locals 891 and 669 and fifteen and ~~one-half~~ three-quarters percent (15.75%) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.”

- b. Remove the reference to Appendix “E” in Article 3.01 of the Master Agreement and instead reference the page numbers on which the work permit applications appear once the language of the 2018-2021 Master Agreement has been finalized.

- c. *Revise Article 3.03(b)(ii) of the Master Agreement as follows:*

“(ii) have personally received at least one (1) nomination for an internationally recognized industry award (e.g., Academy Award, Emmy Award, Golden Globe, Genie, Gemini, Canadian Screen Award, British Academy Award); or”

- d. Start a new paragraph in the description of the Greater Victoria Studio Zone in Article 5.01(b) of the Master Agreement before the sentence beginning, “The parties hereby confirm that the foregoing paragraph”

- e. Update the link to the T2200 form in the Bulletin re: Employment Expenses – Completion of T2200 Form to <https://www.canada.ca/en/revenue-agency/services/forms-publications/forms/t2200.html>.

- f. Add the B.C. Council’s contact information on the inside cover of the 2018-2021 Master Agreement.

- g. Update logos and references from “IATSE Local 669” to “International Cinematographers Guild Local 669” or “ICG Local 669” as appropriate.
- h. Change “Canadian Media Production Association” to “Canadian Media Producers Association” and change “Canadian Media Production Association – BC Producer’s Branch” to “Canadian Media Producers Association – BC Producers Branch” throughout the Master Agreement.
- i. Delete Article 8.05 of the Master Agreement regarding the Union’s option to reallocate wage increases to fringe benefits during the second or third year of the 2015 Master Agreement.

APPENDIX "A"
IATSE LOCAL 891 SIDE TABLE

1. **Sideletter No. 12 – VFX Employees**

Revise Paragraph 11 of Sideletter No. 12 as follows:

“11. The following provisions of the BC and Yukon Council of Film Unions Master Agreement are adopted by reference and incorporated herein: Article 1.12 (No Strike; No Lockout); Article 1.21 (Residency); Article 7 (Holidays); Article 8 (Fringe Rates); Article 9 (Payment of Wages); Article 10 (Layoff and Discharge); Article 11 (Grievance and Arbitration); Article 12 (Safety); Article 15 (Employee Assistance Program); A1.11 (Layoff); Article 1.12 (No Strike; No Lockout); A1.16 (Replacement Workers); A1.17 (Progressive Discipline and Discharge Applicable to Weekly Workers); and A1.18 (Probationary Period for Weekly Employees); and A1.20 (Turnaround). No other provision of the Master Agreement will apply.

2. **A1.20(f) – Generator Operator Turnaround**

Revise Article A1.20(f) as follows:

“(f) ~~The Employer may make a \$70.00 per day payment to the Generator Operator in~~ In lieu of paying turnaround encroachment premiums to the Generator Operator, the Employer may make payment as follows:-

“For Feature Films of all budget levels, the payment shall ~~increase to be \$75.00~~\$90.00 per day effective ~~August 2, 2015,~~ (increased to ~~\$80.00~~\$95.00 per day effective ~~March 31, 2019~~April 3, 2016, and to ~~\$85.00~~\$100.00 per day effective ~~April 2, 2017~~March 29, 2020).

“For Television Productions, the payment shall ~~increase to be \$75.00~~\$85.00 per day effective ~~April 3, 2016 and~~ (increased to ~~\$80.00~~\$90.00 per day effective ~~April 2, 2017~~March 31, 2019 and to \$95.00 per day effective March 29, 2020).”

3. **A1.09 – New Hire List**

Add a new Paragraph 9 to the end of Article A1.09 as follows:

“9. The Employer shall instruct the payroll company for the production to provide to Local 891, on a weekly basis, a list of the name, department and classification of each new Employee covered under this Appendix A who worked in the immediately preceding payroll period. In the event the payroll company neglects to send such list, Local 891 shall contact the payroll company to secure compliance.”

4. **Housekeeping**

- a. Delete “**SECURITY** *Department is obsolete*” from Article A1.04.
- b. Replace the existing IATSE Local 891 Work Permit Application Form and Application for Temporary Permit with the attached Exhibits 1 and 2, respectively.

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

1. **Security**

a. *Delete the existing Article B1.08 and replace with the following:*

"B1.08 Security Captain: There shall be no requirement to designate a Security Captain, except that an individual who is required by the Employer to supervise two (2) or more Security Personnel employed by the Employer shall be designated as a Security Captain. In no event shall the Employer be required to designate more than one (1) Security Captain. It is understood that the Security Captain may be required to perform regular security duties."

b. *Add the Security Captain rate to the Teamsters Local Union No. 155 rate chart as a dollar figure and revise footnote ***** ("Security Personnel") as follows:*

~~*****~~**Security Personnel.** Any individual designated by the Employer as a The Security Captain rate shall be paid \$1.00 per hour more than the Security Personnel rate. There shall be no requirement to designate a Security Captain. It is understood that the Security Captain may be required to perform regular security duties."

c. *Add a new Article B5.05 as follows:*

"B5.05 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. 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."

d. *Revise Article B1.11(b) as follows:*

"(b) For the purposes of dispatch and layoff, Employees shall be a member of one of two groups: Group 1 and Group 2. Members shall belong to Group 2 for ten (10)seven (7) years prior to becoming eligible for inclusion in Group 1."

2. **Article B5.04 – Meal Periods for Caterers**

Revise Article B5.04 as follows:

"B5.04 Meal Periods for Caterers: A Caterers shall be responsible for scheduling his/her own meal periods at five (5) hour intervals as follows: The first meal

period shall commence within five (5) hours after the start of his/her work day; subsequent meal periods shall commence within five (5) hours after the end of the preceding meal period. Caterers and shall not incur meal penalties. If a caterer is unable to schedule a timely meal period, he/she shall notify the production manager or the production manager's designee at least one (1) hour in advance of the time at which his/her next meal period would be due and, in the event he/she does not receive a timely meal period, he/she shall receive a thirty dollar (\$30.00) payment (twenty-five dollars (\$25.00) on Pilots) for that day on the next regular paycheque. At the discretion of the Employer, any such Employee may be provided with a Meal Allowance to cover the costs of a meal appropriate for the time of day."

3. **Driver Package re: Class 1 Driver Wage Rate / Bumping / Movement from Group 2 to Group 1**

- a. Increase the rate applicable to drivers who operate equipment requiring a Class 1 license by \$0.50 per hour before applying any negotiated general wage increase.
- b. Delete Paragraph 4 of Article B1.11(c)(ii) regarding "bumping."
- c. *Revise Article B1.11(b) as follows:*

"(b) For the purposes of dispatch and layoff, Employees shall be a member of one of two groups: Group 1 and Group 2. Members shall belong to Group 2 for ~~ten~~ (10)seven (7) years prior to becoming eligible for inclusion in Group 1."

4. **Picture Car Coordinator**

Add "Picture Car Coordinator" to the Teamsters Local Union No. 155 rate charts at the same rate as the Automotive Wrangler, so that the rate charts will list rates for "Automotive Wrangler/Picture Car Coordinator."

5. **Work Permit Application**

Add the following before the signature line on the Teamsters Local Union No. 155 Work Permit Application:

"I hereby consent to the payroll companies collecting and disclosing my personal and payroll information, contact information and Social Insurance Number to Teamsters Local Union No. 155, and that Teamsters Local Union No. 155 may collect, use and retain this information for the purposes of administering the collective agreement."

APPENDIX “C”
ICG LOCAL 669 SIDE TABLE

1. **Trainees**

Add the following footnote to the Appendix C and Supplemental rates for Camera Trainees:

“IATSE LOCAL 669 RATES

	<u>“April 2, 2017 -</u>
	<u>March 31, 2018</u> <i>[Insert</i>
	<i>applicable wage period]</i>
	“Television “Feature Rate
	Rate
“Trainee	“No Less than
	Provincial Minimum ¹

“¹ The minimum rate for Trainees who have completed sixty (60) cumulative work days as a Trainee shall be one dollar (\$1.00) per hour more than the Provincial Minimum.”

2. **Drone Classifications**

a. **Wage Rates**

Add Drone Operators, Drone Camera Operators and Drone Camera Assistants to the wage tables in Appendix C and the Supplemental Master Agreement at the following rates:

- i. Wage rates for Drone Operators shall be individually negotiable.
- ii. The minimum wage rates for Drone Camera Operators shall be those applicable to an Operator.
- iii. The minimum wage rates for Drone Camera Assistants shall be those applicable to a First Assistant.

b. *Add a new Article C9 as follows:*

“ARTICLE C9 DRONE PHOTOGRAPHY

“C9.01 This Article C9 shall apply only to drone photography which takes place within a radius of 122 kilometers from Vancouver City Hall. Except as otherwise provided herein, all

terms and conditions of the Master Agreement and Supplemental Master Agreement shall apply to Drone Operators, Drone Camera Operators and Drone Camera Assistants (collectively, 'Drone Classifications').

“C9.02 Article 1.19 ('Subcontracting') does not apply. Instead, the 'Employer' (defined as the 'production company,' as distinct from a third party vendor) shall have the right to subcontract drone photography to a third party vendor having a collective agreement with ICG Local 669 (a 'signatory vendor'), except that no such limitation on the Employer's right to subcontract shall apply when no signatory vendor is available; when no signatory vendor meets the insurance requirements of the Employer that are reasonable in the circumstances; when specialized equipment is required and no signatory vendor possesses the necessary equipment; or when personnel with specialized skills is required and no signatory vendor has personnel with the necessary skills.

“C9.03 Article 1.10 ('Good Standing') shall not apply, except that the Employer and the signatory vendor shall be permitted to select employees after giving first consideration to hiring from among the ICG Local 669 drone availability list.

“C9.04 Article C1.01 ('Screen Credits') shall not apply. Instead, screen credits shall be negotiated on an individual basis.

“C9.05 In addition, the following provisions of the Master Agreement shall not apply:

“(a) Article 3 ('Work Permits');

“(b) Article 14 ('Performance Bonds') does not apply to a signatory vendor, but may apply to Employers other than those described in Sideletter No. 1;

“(c) Article C2.01 ('First Unit Crew'); Article C2.02 ('Additional Unit Crew'); Article C2.03 ('Composite Process Photography'); C2.05 ('Video Recording and Video Playback Crew'); C2.06 ('Video Camera Crew'); C2.07 ('Electronic Press Packaging'); and subparagraphs (c) and (d) of Article C2.08 ('Work Performed in a Higher Classification'); and

“(d) Article C6 ('Shop Steward').”

- c. Pursuant to the agreement reached on March 3, 2018 between the Negotiating Producers and ICG Local 669 to include the above-noted provisions in Appendix “C” of the BCCFU Master Agreement, ICG Local 669 shall dismiss all pending grievances and waive all claims, whether known or unknown, arising prior to April 1, 2018 or the date of ratification, whichever is later, arising out of or relating to the use of drones for photography.

3. **Work Permit Application**

- a. Replace the existing Work Permit Application Form with the attached Exhibit 3.
- b. ICG Local 669 may send the ICG Local 669 Director of Photography Safety Awareness Acknowledgment Form attached as Exhibit 4 to individuals who have been granted a work permit in the classification of Director of Photography.



IATSE LOCAL 891

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada • British Columbia and the Yukon

WORK PERMIT APPLICATION FORM

IATSE Local 891 requires that all productions requesting work permits must first supply the following completed form. This application must be accompanied by the following information prior to the Union considering this request for a work permit:

1. The reasons for the necessity of that individual being permitted.
2. A list of credits/credentials/professional awards and achievements and/or a professional resume of the requested permittee.
3. Proof of the requested permittee's union affiliation and standing if applicable.

The Company agrees that all permit requests for individuals who are not members of the Council-member Union must be submitted with at least five (5) working days' notice prior to the call.

The Company agrees Deal Memoranda for all permitted individuals must be forwarded to IATSE Local 891 within five (5) working days of the Employee signing said deal memorandum.

Date of Application: _____

Production Manager: _____

Production Company: _____

Working Title: _____

Production Office Address: _____

Production Phone Number: _____

Production Fax Number: _____

Name of Prospective Permittee: _____

Job Classification: _____

Country of Origin: _____

Union Affiliations (if any): _____

Commencement and Termination Dates of Permit: _____

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

3.02

3.03

3.04

3.05

3.06

3.07

EXHIBIT 1 - IATSE Local 891 Work Permit Application Form

WORK PERMIT APPLICATION FORM – page 2

Permits will be granted under §3.03 if they meet the following conditions.

After the Employer has given reasonable consideration (including the granting of an interview if requested by a Council-member Union) to available qualified applicants, the Council will grant to the Employer work permits for persons who satisfy the following criteria:

- (a) Persons who hold two (2) screen credits on dramatic productions (including situation comedy) that have employed the proposed Director, Producer, or Director of Photography; or
- (b) Persons who:
 - (i) hold three (3) screen credits in the position for which the persons will be employed; or
 - (ii) have personally received at least one (1) nomination for an internationally recognized industry award (e.g., Academy Award, Emmy Award, Golden Globe, Genie, Gemini, British Academy Award, Canadian Screen Award); or
- (c) Persons who will operate specialty equipment not available in British Columbia; or
- (d) Persons for whose position the Council-member Union is unable to supply qualified personnel.
- (e) Unless mutually agreed to, permits issued under Article 3.03(a) and (b) above will be limited to one (1) per Department, provided, however, Council-member Unions will not unreasonably deny granting additional work permits consistent with past practices.

Work permits granted under Article 3.03 are in addition to and separate from permits granted under Article 3.02 and Article 3.04. Furthermore, all work permits granted under Article 3.02, Article 3.03 and Article 3.04 will not result in the hiring of a counterpart position under Article 3.05.

The Employer hiring any person not represented by the Council for any job classification described in the appendices to this agreement shall secure a Work Permit from the appropriate Council-member Union and if necessary, secure clearance from Canada Employment and Immigration (CEIC) in cooperation with the appropriate Council-member Union.

The rates, conditions, and/or terms of this Master Agreement must be fully met, except when another collective agreement applies which does not diminish the terms of this Agreement.

The Company understands that permits granted under §3.04 shall only authorize the permitted individual to perform his/her job tasks on the individual Cast member specified, and that Cast member's Stunt and/or Photo Double. If the permitted Employee is unavailable to implement these duties, then an IATSE 891 member will be assigned as needed.

The Company understands that permits granted under §3.05 are contingent upon a counterpart employee being hired from within the membership of IATSE Local 891. Said match employee shall be filled at the discretion of the applicable department in concert with IATSE Local 891. In the situation where a permit being granted is contingent on a counterpart position being hired from IATSE Local 891, the member must be employed for at least the same work hours.

If, following the issuance of a Union driven Work Permit, a member of the applicable Council Union who is capable, in the Union's opinion, of performing the work required becomes available, the union may revoke the work permit. The Employer agrees to discharge any Employee, except Heads of Departments and First Assistants/Best Boy, and Second Assistants who has had his/her work permit revoked and shall hire the Union member who is available. This does not apply to guaranteed work permits as outlined in 3.02, 3.03 and/or 3.04.

By signing this form, the Company is bound by the terms herein.

(Signature for the Company)

(Print Name)



IATSE LOCAL 891

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada • British Columbia and the Yukon

IATSE LOCAL 891 APPLICATION FOR TEMPORARY PERMIT

I hereby make application for a work permit from Local 891 of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. I have authorized, designated and chosen said labour organization to negotiate, bargain collectively, present and discuss grievances with my Employer, as my representative and my sole and exclusive collective bargaining agency, and I do hereby confirm the same in all respects. I shall abide by the Constitution, By-laws, decisions, rules, regulations and working conditions of Local 891 and of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada. I base my application for a work permit on the following facts, which I affirm to be true:

I _____, was born on _____, of _____.
(Name) (Day) (Month) (Year)

now residing at _____.
(Street) (City) (Prov/State) (Code/Zip)

My telephone number is _____ My Social Insurance (Security) Number is XXX-XX-_____.
(Last 4 Digits Only)

My email address is _____

My emergency contact is _____, _____, _____.
(Name) (Phone number) (Contact Relation)

I am by occupation a _____ and I have worked for the following motion picture production companies: _____

I wish to be employed by _____ on the production known as: _____ as a _____.

The number of working days I have accumulated on films under IATSE Local 891's jurisdiction total _____ to date.

My union affiliations are: _____

I AGREE TO HAVE 2% DEDUCTED FROM MY GROSS WAGES AND PAID TO IATSE 891:

I am not required to have 2% deducted from my gross wages, as I am covered by another, applicable IATSE agreement:

I hereby consent to the payroll companies collecting and disclosing my personal and payroll information, contact information and Social Insurance number to IATSE Local 891, and that IATSE Local 891 may collect, use and retain this information for the purposes of administering the collective agreement.

Signature of Applicant _____ Dated _____ 20____

Signature of Shop Steward _____ Dated _____ 20____

IATSE Local 891 confirms that the above named person is permitted to work, at the sole discretion of Local 891 on all or part of the production presently known as: _____

This permit may be terminated by Local 891 if a member becomes available to fill any position other than name select position.

Signature of Senior Steward _____

THIS APPLICATION MUST BE FORWARDED IMMEDIATELY TO IATSE LOCAL 891 REQUESTING EXECUTIVE BOARD APPROVAL

EXHIBIT 3 – ICG Local 669 Work Permit Application Form

[To be printed on ICG Local 669 letterhead.]

WORK PERMIT APPLICATION FORM

I hereby make application for a work permit from the International Cinematographers Guild, Local 669 of the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada ("ICG Local 669"). I authorize ICG Local 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 Local 669. I base my application on the following facts that I affirm to be true:

I _____ was born on _____
name day/month/year

and now reside at _____
street city province/state postal /zip code

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

email address: _____ phone number: _____

I wish to be employed by _____

On the production entitled _____

For the position of _____

For the period: from: _____ to: _____

My Union Affiliations are _____

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

3.02 3.03 3.05 3.06

In making this application, I authorize the employer to deduct from my gross wages and to pay to ICG Local 669 fees and dues in accordance with the prevailing practice for members of ICG Local 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 Local 669 and that ICG Local 669 may collect, use and retain this information for the purposes of administering the collective agreement.

Signature of Applicant: _____ Dated: _____

The International Cinematographers Guild, Local 669 hereby confirms that the above-named person is permitted to work in the following capacity _____

on the production currently entitled _____

Signature of ICG Local 669 authorized agent: _____

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

EXHIBIT 4 – ICG Local 669 Director of Photography Safety Awareness Acknowledgment Form

[To be printed on ICG Local 669 letterhead.]

Director of Photography Safety Awareness Acknowledgment Form

The International Cinematographers Guild, IATSE Local 669 (ICG | 669) has granted you a permit to work within our British Columbia District jurisdiction. As head of the camera department, the Director of Photography is not only responsible for the photographic look of the production, but is also the de facto department head of the camera crew. The camera crew looks to the Director of Photography for leadership direction in all aspects of their work, including issues of health and safety.

Canada’s safety regulations are enforced and complete safety training bulletins dealing with the many possible safety hazards can be found at Motion Picture | Actsafe Safety Association www.actsafe.ca.

Please identify any safety training you may have completed:

To acknowledge you have read this information, please sign and return it with your other permit documents:

Signature

Date