

June 15, 2022

**Memorandum of Agreement for the 2021 – 2024 Directors Guild of Canada,
B.C. District Council Collective Agreement**

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

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

The provisions of this Memorandum of Agreement modify the provisions of the 2018-2021 Directors Guild of Canada, B.C. District Council Collective Agreement (hereinafter “the Collective Agreement”). All of the provisions of the 2018 Collective Agreement shall remain the same unless otherwise specifically changed as noted herein.

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

The provisions contained herein shall be effective as of 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.

1. Term

The term of the 2021-2024 DGC Collective Agreement shall commence on April 1, 2021 and shall continue to and including March 31, 2024.

2. General Wage Rate Increases (U-B.)

- a. Except as provided in subparagraph 2.b. and Item 3 below, increase wage rates 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.

b. Minimum Wage Rate Differential

- i. At all times during the term of the 2021-2024 Collective Agreement, the minimum wage rate for the Helper Production Assistant shall be set at the provincially-prescribed minimum wage rate ("Provincial Minimum").
- ii. Effective July 11, 2021, wage rates during the term of the 2021-2024 Collective Agreement for the classifications listed below shall be the rate calculated pursuant to Item 2.a. above based on the wage rates in effect as of March 31, 2021 or the rate resulting from the following adjustments, whichever is higher:
 - (1) The Member Production Assistant minimum wage rate shall be adjusted to \$0.25 per hour above the then-current Provincial Minimum.
 - (2) The Key Production Assistant minimum wage rates shall be adjusted to \$0.50 per hour above the Member Production Assistant minimum wage rate.
 - (3) The Trainee Assistant Location Manager and Trainee Assistant Director minimum wage rates shall be adjusted as follows:
 - (a) Theatrical motion pictures budgeted at more than \$20,000,000: \$0.70 per hour above the Key Production Assistant minimum wage rates.
 - (b) Theatrical motion pictures budgeted at \$20,000,000 or less and television productions: \$0.50 per hour above the Key Production Assistant minimum wage rates.
 - (4) The Location Scout minimum wage rate in Appendix B shall be adjusted to \$0.85 per hour above the Trainee Assistant Location Manager minimum wage rate.
 - (5) The Third Assistant Director minimum wage rate in Appendix B shall be adjusted as follows:
 - (a) Theatrical motion pictures budgeted at more than \$20,000,000: \$3.50 per hour above the Trainee Assistant Director minimum wage rates.
 - (b) Theatrical motion pictures budgeted at \$20,000,000 or less and television productions: \$2.00 per hour above the Trainee Assistant Director wage rates.

- iii. With respect to productions subject to a one-year lag in minimum wage rates, the “one-year lag” rate for any rate that has been adjusted pursuant to ii. above shall also be adjusted as follows:

- (1) 97% of the adjusted rate based on the Provincial Minimum in effect on July 11, 2021;
- (2) 97% of the adjusted rate based on the Provincial Minimum in effect on June 1, 2022; and
- (3) 97% of the adjusted rate based on any increase in the Provincial Minimum that may occur during the term of the 2021-2024 Collective Agreement after June 1, 2022.

In no event shall the “one-year lag” rate be less than Provincial Minimum.

- iv. With respect to long-form television productions, pilots, Canadian domestic television productions, low budget feature films and home video productions, the applicable discounts in Sideletter No. 4 shall continue to apply, but in no event shall a minimum wage rate be discounted to less than \$1.50/hour above the then-current Provincial Minimum.

3. **Location Manager Adjustment** (U-A.11.)

- a. Effective July 11, 2021, increase the rate for Location Managers as follows:
- i. Appendix B1 (Theatrical Motion Pictures Budgeted at More Than 20 Million Dollars) – \$784.00 per 15-hour day (\$38.24/hour); \$3,135.00 per 75-hour week (\$30.59/hour).
 - ii. Appendix B2 (Theatrical Motion Pictures Budgeted at 20 Million Dollars or Less and All Television Productions) – \$685.00 per 15-hour day (\$33.41/hour); \$2,739.00 per 75-hour week (\$26.72/hour).
- b. Effective September 5, 2021, increase the rate for Location Managers as follows:
- i. Appendix B1 (Theatrical Motion Pictures Budgeted at More Than 20 Million Dollars) – \$831.00 per 15-hour day (\$40.54/hour); \$3,323.00 per 75-hour week (\$32.42/hour).
 - ii. Appendix B2 (Theatrical Motion Pictures Budgeted at 20 Million Dollars or Less and All Television Productions) – \$726.00 per 15-hour day (\$35.41/hour); \$2,903.00 per 75-hour week (\$28.32/hour).

- c. The foregoing rates shall be increased by three percent (3%) on July 10, 2022 and by an additional three percent (3%) on April 2, 2023. These increases shall be compounded.
- d. The rates in Appendices B3 through B10 shall be adjusted accordingly based on the rates in Appendix B1 and Appendix B2.

4. **Background Coordinator** (U-A.1.)

- a. Add an optional position of “Additional Assistant Director (Key Background Coordinator)” at a scale hourly wage rate that is one dollar and twenty cents (\$1.20) per hour more than the rate for an Additional Assistant Director (Background Coordinator).

Contract language as follows:

- i. *Modify Article 11.3(c) as follows:*

“(c) It is understood and agreed that the Employer, in its sole discretion, may decide whether and when to engage individuals as Additional Assistant Directors (Background Coordinators) or Additional Assistant Directors (Key Background Coordinators).”

- ii. *Modify Article 12.3(c) as follows:*

“(c) The Second Assistant Director, Third Assistant Director, Additional Assistant Director (Background Coordinator), Additional Assistant Director (Key Background Coordinator) and Trainee Assistant Director assist the First Assistant Director in the performance of the functions and duties outlined above.”

- iii. *Add a rate for an “Additional Assistant Director (Key Background Coordinator)” to the wage rate tables in Appendix B and add an asterisked footnote to the classification as follows:*

“* The rate for an Additional Assistant Director (Key Background Coordinator) is calculated by adding \$1.20/hour to the rate for an Additional Assistant Director (Background Coordinator).”

5. **Meal Penalties**

Modify Article 16.2 of the Collective Agreement as follows:

“Meal Periods

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

- “(a) Reasonable time (i.e., not less than one-half (½) hour) for appropriate meals (i.e., lunch and dinner) shall be allowed all Employees hereunder. When meals are not catered and restaurants are not located within five (5) minutes' walking distance, the minimum meal period shall be forty-five (45) minutes, excluding travel time to and from the restaurant. All meal periods shall be included within the work day.
- “(b) The Employee's first meal period shall commence within six (6) hours following the time of his/her the Employee's call for the day; succeeding meal periods for the same Employee shall commence within six (6) hours after the end of the preceding meal period. An Employee's first meal period shall commence no earlier than two (2) hours after such Employee reports for work, except as provided in subparagraph (e) below.
- “(c) For Employees assigned to a shooting unit, the meal interval may be extended when such extension is used for wrapping up or to complete the camera take(s) in progress, until print quality is achieved.
- “(d) In no case shall any work period exceed nine (9) hours without a meal break. French Hours shall not be construed to violate this provision.
- “(e) If, after the commencement of work time, the Employee is given a reasonable "walking breakfast", the first meal may be six (6) hours after ~~such breakfast~~ general crew call. The "walking breakfast" shall be a meal appropriate to the time of day.”
- “(f) The provisions of this subparagraph (f) apply only to Employees assigned to a shooting unit who are employed on:
 - “a season of an episodic series that commences principal photography on or after [the first Sunday that is more than sixty (60) days following receipt of notice of ratification by the AMPTP and the CMPA-BC];
 - “a mini-series that commences principal photography of its first segment on or after [the first Sunday that is more than sixty (60) days following receipt of notice of ratification by the AMPTP and the CMPA-BC]; or

“a theatrical motion picture, long-form motion picture or one-time motion picture (including a pilot) that commences principal photography on or after [the first Sunday that is more than sixty (60) days following receipt of notice of ratification by the AMPTP and the CMPA-BC].

“If the Employee’s meal period does not commence within the time interval(s) prescribed under subparagraphs (b), (c) and (e) above, the Employee shall receive twenty dollars (\$20.00) for each delayed meal period, up to a maximum of forty dollars (\$40.00) per day.

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

6. **Sideletter No. 5** (U-A.13., U-A.14.)

a. *Modify Paragraphs D.(1), D.(2) and D.(3)(a)(i) of Sideletter No. 5 as follows:*

“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 program budgeted at less than \$1,475,000 CAD for a 20-35 minute program or less than \$2,825,000 CAD for a 36-65 minute program as of [the first Sunday following receipt of notice of ratification by the AMPTP and CMPA-BC] that would otherwise qualify as a ‘High Budget SVOD Program’ under the 2021 DGC Agreement if:

“(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 May 6, 2018~~ [the first Sunday following receipt of notice of ratification by the AMPTP and CMPA-BC]; 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 May 6, 2018~~ [the first Sunday following receipt of notice of

ratification by the AMPTP and CMPA-BC], 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 ~~May 6, 2018~~ [the first Sunday following receipt of notice of ratification by the AMPTP and CMPA-BC]. However, if such license agreement is entered into subject to conditions precedent, then all such conditions must be satisfied prior to ~~May 6, 2018~~ [the first Sunday following receipt of notice of ratification by the AMPTP and CMPA-BC].

“Any program or series described in subparagraph (a) or (b) above shall continue to be subject to the terms of Sideletter No. 5 of the ~~2015~~2018 DGC Agreement, ~~except that minimum salaries shall be as provided in Section 2.01, 2.02a), 2.02b) or 2.02c) of Sideletter No. 4, as applicable, of the 2018 DGC 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 ~~May 6, 2018~~ [the first Sunday following the AMPTP’s and CMPA-BC’s receipt of notice of ratification] 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 Section D.(2), (3), (4), (5) and (6) of Sideletter No. 5 of the ~~2018~~2021 DGC Agreement.

- “(2) Original and derivative dramatic productions made for initial exhibition on a subscription consumer pay new media 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 <u>\$1,250,000</u> CAD and above (<u>\$1,285,000 CAD and above effective July 1, 2022</u>)
36-65 Minutes	\$2,825,000 <u>\$2,100,000</u> CAD and above (<u>\$2,200,000 CAD and above effective July 1, 2022</u>)
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 <u>Paragraph D.</u> , regardless of their budget. <u>For clarity, the 'length of the program as initially exhibited' refers to the length of the program as delivered to the exhibitor for initial exhibition.</u>	

“(3) Minimum Salaries and Fringe Rate

“(a) High Budget SVOD Episodic Series

“(i) "Tier 1" and "Tier 2" Defined

“For purposes of this Paragraph D.(3)(a), Tier 1 and Tier 2 shall be defined as follows:

Episode Length	Budget Tier
20-35 Minutes	Tier 1: \$2,700,000 CAD or more
	Tier 2: \$1,475,000 <u>\$1,250,000</u> CAD or more (<u>\$1,285,000 CAD or more effective July 1, 2022</u>) but less than \$2,700,000 CAD
36-65 Minutes	Tier 1: \$4,900,000 CAD or more
	Tier 2: \$2,825,000 <u>\$2,100,000</u> CAD or more (<u>\$2,200,000 CAD and above effective July 1, 2022</u>) but less than \$4,900,000 CAD
66-95 Minutes	Tier 1: \$5,100,000 CAD or more

	Tier 2: \$3,400,000 CAD or more but less than \$5,100,000 CAD
96 Minutes or More	Tier 1: \$5,800,000 CAD (plus \$2,900,000 CAD for each additional 35 minutes or portion thereof) or more
	Tier 2: \$3,400,000 CAD or more but less than \$5,800,000 (plus \$2,900,000 CAD for each additional 35 minutes or portion thereof)

- b. *Add a new Paragraph D.(3)(e) of Sideletter 5 (and reletter the existing Paragraph D.(3)(e) as D.(3)(f)) as follows:*

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

“(i) 96 or more minutes in length;

“(ii) budgeted at over \$41,000,000 CAD (to be increased by the wage and fringe increases in each year of the Agreement);

“(iii) intended for initial exhibition on a subscription consumer pay new media platform with 20 million or more subscribers in the United States and Canada; and

“(iv) subject to a license agreement entered into on or after the first day of the month that is six (6) months after the AMPTP’s and CMPA-BC’s receipt of notice of ratification from the DGC BC (or, in the absence of a license agreement, commencing principal photography on or after the first day of the month that is six (6) months after the AMPTP’s and CMPA-BC’s receipt of notice of ratification from the DGC BC).”

- c. *Revise Paragraph D.(4)(a) as follows:*

“(4) Terms and Conditions

“Terms and conditions for Employees employed on a High Budget SVOD Program shall be those applicable to television motion pictures covered under the ~~2018~~2021 DGC Agreement, with the exception of the following:

“(a) A High Budget SVOD Program between 20 and 35 minutes in length shall be treated as a half (½) hour program; a High Budget

SVOD Program between 36 and 65 minutes shall be treated as a one (1) hour program; a High Budget SVOD Program between 66 and 95 minutes shall be treated as a one and one-half (1½) hour program; and a High Budget SVOD Program 96 minutes or longer shall be treated as a two (2) hour program, except that a High Budget SVOD Program that meets the criteria in Paragraph D.(3)(c) above shall apply the terms and conditions for a theatrical motion picture."

d. *Revise Paragraph D.(5) as follows:*

"(5) Reuse ~~for~~ of High Budget SVOD Programs

"Use of any High Budget SVOD Program in any media whether now known or developed in the future requires the Employer to pre-purchase all media use rights at the time of production as follows:

"(a) Except as provided in Paragraph D.(5)(b) below, Ffor High Budget SVOD Programs intended for initial exhibition on a subscription consumer pay new media platform with 20 million or more subscribers in the United States and Canada, subject to pre-payment to the Director at time of production of not less than one hundred ten percent (110%) of the applicable minimum rate, the Employer shall be entitled to unrestricted use rights in all media world-wide in perpetuity.

"(b) "High Budget SVOD Programs that meet the criteria in Paragraph D.(3)(c) above shall be subject to pre-payment to the Director at time of production of not less than ninety percent (90%) of the applicable minimum rate, for which the Employer shall be entitled to unrestricted use rights in all media world-wide in perpetuity."

~~"(b) For High Budget SVOD Programs intended for initial exhibition on a subscription consumer pay new media platform with fewer than 20 million subscribers in the United States and Canada; subject to pre-payment to the Director at the time of production of not less than seventy percent (70%) of the applicable minimum rate, the Employer shall be entitled to unrestricted use rights in all media world-wide in perpetuity:~~

~~"The "applicable minimum rate," for purposes of this Paragraph D.(5)(b), shall be the applicable minimum rate set forth in Appendix A for the following types of High Budget SVOD Programs:~~

~~"(i) High Budget SVOD mini-series budgeted over \$3,000,000~~

~~CAD and up to \$5,000,000 CAD;~~

~~“(ii) — High Budget SVOD Programs more than 65 minutes in length budgeted over \$3,000,000 CAD that are not a pilot and that are not part of an episodic series; and~~

~~“(iii) — High Budget SVOD pilots budgeted over \$1,200,000 CAD and up to \$5,000,000 CAD.~~

~~“For purposes of subparagraphs (i), (ii) and (iii) above, the budget shall be as calculated under Sideletter No. 4.”~~

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

“Reference is made to Paragraph D.(6) 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 Collective Agreement.

“During the 2021 negotiations, the Employers advised the DGC BC 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 across 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 ensuring such consistency, the parties have agreed that during the term of the 2021-2024 DGC BC Collective Agreement, 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 DGC BC Collective Agreement.”

- f. Renew the sunset clause in Sideletter 5.

7. **Mandatory Accommodation or Transportation** (U-A.5.)

Add a new Article 22.1(e) as follows:

“Article 22.1(e)

“Upon request of an Employee who works in excess of fourteen (14) hours and who advises the Employer of being too tired to drive home safely, the Employer shall provide the Employee with courtesy housing. In the alternative, the Employer may provide round trip transportation to home and return at the Employer's expense.”

8. **Illness, Medical and Union Leave** (U-A.8.)

Modify Article 23.1(b) as follows:

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

9. **Producer-Director** (U-A.10.)

The parties agree to enter into the following Letter of Understanding:

“Letter of Understanding Re: Producer-Director

“The Union agrees that a Director may be engaged by an Employer as both a Director and a Producer on a Television Series, provided that the terms of this Agreement apply to all work the Director performs as a Director. Director duties are outlined in Article 12.1 of the Collective Agreement.”

10. **Director Diversity Initiative and Canadian Directors** (U-A.9)

a. **Diversity and Inclusion**

Add a new Sideletter on Diversity and Inclusion as follows.

“Letter of Understanding on Diversity and Inclusion

“This letter confirms the understanding between the Directors Guild of Canada, B.C. District Council (hereinafter called the ‘DGC BC’ or the ‘Union’) and the Employers concerning their joint interest in achieving diversity in the workplace and ensuring that people from historically disadvantaged and under-represented groups are provided with employment opportunities and greater representation in the film and television industry in British Columbia across all DGC BC job

classifications. The Parties recognize that fostering greater diversity in the film and television industry will require proactive initiatives, including the identification and removal of any barriers to entry into the industry. The Parties further recognize the unique role of Indigenous people and the Parties' desire to increase the participation of Indigenous people in the industry.

"The Parties agree to cooperate to further the objectives of diversity and inclusion in the industry. To support these objectives, the Parties agree as follows:

- "1. Within 60 days of ratification of the Collective Agreement, the Parties shall establish a Diversity and Inclusion Committee (the 'Committee') composed of:
 - "a) Four representatives appointed by the Union;
 - "b) Two representatives appointed by the CMPA-BC; and
 - "c) Two representatives appointed by the AMPTP.

"Members of the Committee may invite individual(s) whose participation would be helpful to the work of the Committee to meeting(s) of the Committee. Should a member of the Committee wish to do so, the Committee member will notify the other members of the Committee prior to the meeting.
- "2. The Committee will meet regularly during the term of the agreement and shall have as its mandate the following:
 - "a) The identification and implementation of initiatives to assess the composition of the Union membership and the workforce under the DGC BC Collective Agreement based upon individuals who choose to self-identify as being Indigenous and/or being an individual from a historically disadvantaged or under-represented group.
 - "b) A review of:
 - "(i) the training programs required for Union membership and/or advancement to higher job classifications; and
 - "(ii) employment conditions and qualifications set by the Employer to identify any barriers and develop initiatives to make employment opportunities more accessible to Indigenous persons and individuals from historically disadvantaged and under-represented groups.
 - "c) The identification and removal of barriers to entry into the industry across all job classifications for Indigenous persons and individuals from historically disadvantaged and under-represented groups.

- “d) A review of initiatives aimed at recruiting Indigenous persons and individuals from historically disadvantaged and under-represented groups, including but not limited to outreach and education, opportunities for meaningful experience on production and career opportunities in all job classifications.
 - “e) A review of whether it is feasible to establish a Television Director Development program that is unique to British Columbia and which will support emerging DGC BC Directors from historically disadvantaged and under-represented groups.
 - “f) The Committee shall make recommendations and report on progress during any meeting of the Consultation Committee per Article 9.3. The Committee's first progress report, to be issued no later than [DATE - TBD], will include a review of established programs and an examination of available statistical information on diversity in the Union's membership and/or the workforce under the DGC BC Collective Agreement.
- “3. In order to support the employment of individuals from diverse backgrounds, the Union shall grant reasonable requests for work permits from an Employer, provided that: (a) there are no available DGC BC members or Logbook holders who meet the Employer's diversity and skill and qualification requirements; (b) the work permit is for a Canadian citizen or permanent resident of Canada; and (c) the Employer has, or is subject to, a policy or program designed to improve employment opportunities for Indigenous persons or individuals from historically disadvantaged and under-represented groups. For clarity, it is understood that the application of Article 7.5 shall be independent of this provision.
- “4. Further, when an Employer has, or is subject to, a policy or program designed to improve employment opportunities and/or provide training or education opportunities for Indigenous persons, or individuals from historically disadvantaged and under-represented groups in the motion picture industry, the Producer shall notify the Union, and the Union agrees to give good faith consideration pursuant to Article 27.6 to reasonable modifications to the terms and conditions of this Agreement that further the goals of the program.
- “5. The Employer acknowledges that the Union has applied for and received approval of a Special Program under S. 42 of the BC Human Rights Code with respect to Directors. The Employers agree to support an application by the Union to the BC Office of the Human Rights Commissioner for a second Special Program that will address all other job classifications covered by the DGC BC collective agreement.

“In addition, the Union acknowledges that in order to carry out the goals of this Letter, one or more employers may apply for a special program that may allow it/them to do some or all of the following: (1) identify Indigenous persons and individuals from historically disadvantaged and under-represented groups; (2) provide meaningful employment opportunities that will allow such individuals to establish a career in the industry; and (3) track their success in increasing diversity in the active workforce. The Union agrees that as part of its shared commitment to the objectives stated herein, it shall support any such application to the BC Office of the Human Rights Commissioner, including providing any reasonable information required as part of the application and/or approval process.

b. Canadian Directors

Add a Sideletter to the Collective Agreement as follows:

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

- “1. Following those discussions, the parties agreed that upon the DGC BC’s request, an Employer shall set up an appropriate number of meetings for the purpose of discussing employment of Canadian Directors on series produced by the Employer, recognizing that each Employer has a unique creative culture and that expanding employment opportunities for Canadian Directors may be affected by various factors, including the Employer’s level of production in British Columbia. Prior to each such meeting, the Employer and the DGC BC shall engage in good faith dialogue regarding potential attendees, which will include appropriate high level individuals involved in the Employer’s hiring decisions.
- “2. DGC BC is committed to and working towards establishing television director development programs. No later than six months after the AMPTP and CMPA-BC receive notice of ratification from the DGC BC, a consultation meeting will be convened to discuss the DGC BC’s development of television director development programs that are unique to British Columbia and that support experienced, as well as emerging, DGC BC Directors. Attendees at this meeting may include representatives from: (i) studios that produce series of episodic television in British Columbia per year; (ii) the DGC BC; (iii) AMPTP; and (iv) CMPA.
- “3. On an annual basis, prior to March 31st, representatives from the AMPTP, CMPA and DGC BC will meet to review and discuss the DGC BC

Directors' Statistics and discuss how to continue to increase employment opportunities for DGC BC Directors in British Columbia."

11. **Minimum Call – Training** (P-3)

Establish a four (4) hour minimum call for a day on which an Employee other than a Additional Assistant Director (Background Coordinator), Additional Assistant Director (Key Background Coordinator) or Production Assistant is required to attend Employer-provided training and the Employee is not also working for the Employer. The Employee shall be paid for at least four (4) hours at straight time.

The foregoing does not apply to a day that is within the weekly guarantee of a weekly employee. For clarity, the weekly guarantee of a weekly employee who works a partial workweek as described in Article 15.14 ("Partial Workweek") does not include days on which the employee is asked to attend Employer-provided training before the employee's assignment commences. As an example, a weekly employee whose assignment during the first week of employment starts on Wednesday, on a production with an established Monday through Friday workweek, may be asked to attend Employer-provided training on Tuesday and then work on Wednesday through Friday. In that circumstance, the employee would be paid for four (4) hours at straight time for the Tuesday training, and would be paid three-fifths (3/5) of the employee's weekly wages for working Wednesday through Friday (pursuant to Article 15.14).

The minimum call for an Additional Assistant Director (Background Coordinator), Additional Assistant Director (Key Background Coordinator) or Production Assistant who is required to attend Employer-provided training on a day on which the Employee is not also working for the Employer shall be eight (8) hours at straight time. The Employer need not provide notice to a Production Assistant that the minimum call is eight (8) hours, but shall notify the Production Assistant that the call is for training.

12. **Weather Cancellation** (P-4)

Modify Article 15.10 as follows:

"15.10 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 to persons not on the payroll up to twelve (12) hours before their call time (even if a call had previously been given). The Employer shall provide notice to the Union 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, the Employee shall be paid four (4) hours of pay at straight

time, which shall be subject to fringe contributions. cancel a daily Employee's call at any time up to and including the scheduled call time of the day in question in the case of exterior shooting where weather is a factor. If a call is cancelled due to weather, the Employee shall be paid twenty-five percent (25%) of one (1) day's pay at his/her daily rate for that Employee."

13. **Direct Deposit and Electronic Copy of Pay Cheque Stub (P-6)**

Modify Article 21.2 and 21.3 to:

- a. Allow an Employer to pay its Employees via direct deposit. Payments processed by the Employer on the fourth work day shall be deposited in the Employee's account at or before 11:59 p.m. on the fifth work day. Employees shall have the option to receive payment via paycheque instead of direct deposit through the payroll period ending December 24, 2022.
- b. Allow the Employer to deliver an electronic copy of the Employee's time report.
- c. Allow an Employer to continue to treat the accounting department's fourth work day as the regular pay day for the crew when a production has shifted the work week for its crew but not its accounting department.

Contract language as follows:

"Pay Day

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

"If a Saturday, Sunday, or holiday falls on a regular paid day, payment will be made on the preceding work day, with the understanding that if an Employer elects to pay Employees via direct deposit, funds shall be deposited in an Employee's account at or before 11:59 p.m. of the day following the date the payment is processed. In the case of an Employer that has not elected to pay Employees via direct deposit (or if an Employee has opted to receive payment via paycheque for any payroll period ending on or before December 24, 2022), Every effort will be made by the Employer to 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 him/her 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 his or her designee for distribution.

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

“Medium of Wage Payment

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

14. **Studio Zones** (P-7)

Modify the second paragraph of Article 22.1(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.”

15. **Replacement of Director** (P-13)

Modify Article A-18.4 as follows:

“A-18.4 A Director who is terminated in accordance with the "pay or play" provisions or the just and reasonable cause provision contained herein may be replaced. The Director may be replaced only by a person who has, prior to that time, directed a theatrical motion picture or not less than ninety (90) minutes of television or High Budget SVOD programming.”

16. **Sideletter re: COVID-19 (P-16)**

a. *Add a Sideletter re: COVID-19 as follows:*

“This confirms the parties’ agreement on the temporary provisions contained in this Sideletter, which will become effective as of *[the first Sunday following receipt of notice of ratification by the AMPTP and CMPA-BC]* (except as expressly provided otherwise in Paragraph 1.j.(1) below) and are intended to last only during the duration of the COVID-19 pandemic. This Sideletter shall expire on March 31, 2024; however, depending on the circumstances, the parties may mutually agree to terminate this Sideletter prior to that date, or to renew or extend its term beyond that date.

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

- “• The Employer’s obligation to provide a safe workplace, including WorkSafeBC requirements that Employers create a COVID-19 safety plan, consult with the applicable joint health and safety committee/representatives on the plan, post the plan in the workplace, and train employees on the plan;
- “• The BC Provincial Health Officer’s (“PHO”) guidance on private testing of asymptomatic individuals for COVID-19, including the letter re: PHO advice to businesses seeking to conduct private testing of asymptomatic employees dated June 17, 2020;
- “• The BC Human Rights Code;
- “• BC Employment and Labour law, including the Labour Relations Code and Employment Standards Act;
- “• BC’s Personal Information Protection Act (“PIPA”);
- “• COVID-19-related safety recommendations, guidelines and/or orders issued by public health authorities with jurisdiction over British Columbia, such as the Provincial Health Officer or the BC Centre for Disease Control (“BC CDC”); and
- “• Types of COVID-19 testing available and their relative invasiveness.
- “• The availability of safe and effective vaccines against COVID-19 and the growing population among the workforce and the community which has been vaccinated against COVID-19.
- “1. **COVID-19 Testing**

“The parties agree to the following in the event that an Employer decides to implement COVID-19 testing:

- “a. The Employer is responsible for health and safety in the workplace. Should the Employer choose to conduct COVID-19 testing in the workplace, it will do so in accordance with the applicable laws of British Columbia and in consideration of the bulletpoints listed above.
- “b. Whether or not COVID-19 testing is reasonable depends on all of the circumstances, including the community infection rate, the employee’s position and whether other less intrusive measures are sufficient to achieve workplace safety.
- “c. COVID-19 testing must be conducted in compliance with applicable human rights and privacy legislation, including the BC Human Rights Code and PIPA.
- “d. All test results must be collected, used, disclosed and protected within the requirements of PIPA. Employers are responsible for securing individual employee consent to the collection, use and disclosure of their personal information. All test results must be retained and destroyed in accordance with the retention of personal information requirements set out in PIPA.
- “e. Testing does not reduce the safety precautions an Employer should take with regard to all other forms of mitigating risk of virus transmission.
- “f. Any COVID-19 testing will be done using the least invasive collection method approved by an accredited laboratory for the test being utilized by the Employer.
- “g. An Employer may require an employee to undergo testing prior to entering the workplace.
- “h. After an employee commences employment, an Employer may require the employee to undergo testing (including regular periodic testing) as a condition of ongoing employment.
- “i. An Employer may require an employee to undergo one or more temperature check(s) prior to the start of and/or during the workday. In addition, the Employer may also require an employee to complete a health assessment survey prior to the start of work each day.

“Employees other than Directors shall be paid one-tenth (1/10) of an hour for time spent completing a COVID-19 health assessment survey prior to the start of work, which shall not affect their start time, meal times, rest periods or overtime. If the Employer instructs such employee not to work based on the results of the COVID-19 health assessment survey, the employee shall receive temporary COVID-19 paid sick leave for that day pursuant to this Sideletter, which shall be inclusive of the one-tenth (1/10) of an hour payment for completing the COVID-19 health assessment survey.

“j. Compensation for Time Spent Undergoing Testing

“(1) An employee who travels outside his/her home to undergo a test on a day in which the employee does not work for the Employer shall receive a stipend as follows:

“(A) Production Assistant – Effective May 1, 2021, one hundred dollars (\$100.00) CAD (plus retirement and health contributions).

“(B) Additional Assistant Director (Background Coordinator) or Additional Assistant Director (Key Background Coordinator) – Effective May 1, 2021, one hundred sixty dollars (\$160.00) CAD (plus retirement and health contributions).

“(C) All Other Employees – two hundred fifty dollars (\$250.00) CAD-(no fringe). (A Director of a motion picture other than a theatrical motion picture shall receive a stipend of two hundred fifty dollars (\$250.00) CAD.)

“Such stipend may also cover payment for time spent completing COVID-19 training of up to one (1) hour, which need not occur on the same day as the test, and time spent completing start paperwork, if an Employer elects to require the employee to complete start paperwork on a day when the employee does not work.

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

“However, no stipend is due if the employee is otherwise paid (e.g., payment of a travel allowance). Also, no stipend is due to the Director of a theatrical motion picture.

“(2) Any time that an employee spends undergoing health screening procedures after reporting to work shall be considered work time.

“k. Should an individual test positive:

“(1) The individual shall not be allowed to report to a workplace outside the individual’s home.

“(2) The expectation would be that the individual will be directed to self-isolate by the Employer or the applicable Health Authority.

“(3) The individual may be required to undertake subsequent COVID-19 testing in order to return to work, as directed by the Employer or the applicable Health Authority.

“l. The Employer shall not unlawfully discriminate against an employee who has a positive COVID-19 test.

“2. Temporary COVID-19 Paid Sick Leave

“a. An employee shall receive temporary COVID-19 paid sick leave for each day that the employee is absent from work due to an Eligible COVID-19 Event for which the employee is not otherwise paid by the Employer until the earlier of the following:

“(1) The employee can return to work; or

“(2) The end of the employee’s guaranteed employment period, provided that, for purposes of determining temporary COVID-19 paid sick leave, this period shall include the number of days that the Employer reasonably anticipated that the employee would work.

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

“b. There shall be no accrual period. Temporary COVID-19 paid sick leave shall be immediately available to employees upon commencing work.

- “c. Temporary COVID-19 paid sick leave may be used for any of the following “Eligible COVID-19 Events,” or any combination of Eligible COVID-19 Events:
- “(1) The employee has tested positive for COVID-19.
 - “(2) The employee has exhibited symptoms of COVID-19.
 - “(3) The Employer has requested that the employee isolate or self-quarantine because another person with whom he or she has been in close contact has tested positive for COVID-19 or exhibited symptoms of COVID-19.
 - “(4) A member of the employee’s household has tested positive for COVID-19 or exhibited symptoms of COVID-19.
 - “(5) A public official or healthcare provider has requested that the employee isolate or self-quarantine due to COVID-19.
 - “(6) The Employee must provide care for a child or senior, whose childcare or senior care provider ceases operations due to COVID-19.
 - “(7) The Employee needs to care for a child, parent or spouse who is subject to a federal, provincial or local quarantine or isolation order related to COVID-19 or has been advised by a healthcare provider to self-quarantine related to COVID-19.
 - “(8) The Employee is experiencing symptoms related to a COVID-19 vaccine that prevent the Employee from being able to work.
 - “(9) The Employee is attending an appointment to receive a vaccine for protection against contracting COVID-19. The Employee must make meaningful efforts to cooperate with production in scheduling the appointment so as to minimize disruption to the production. If requested by the Employer, the Employee must, as soon as practicable, provide to the Employer reasonably sufficient proof that the Employee is entitled to leave under this subsection.
- “d. Employees on sick leave for COVID-19 symptoms are expected to follow guidance from the BC CDC regarding COVID-19 testing and self-isolation (*i.e.*, they are expected to undertake COVID-19 testing and self-isolate).

“e. For each day of temporary COVID-19 paid sick leave used by an employee, the employee shall receive payment as set forth below, based on the employee’s contracted rate, but in no event more than \$750 CAD per day and \$7,500 CAD in the aggregate. An employee who is paid his/her full regular salary or guarantee for a period that includes absence due to an Eligible COVID-19 Event shall not receive temporary COVID-19 paid sick leave in addition to his/her salary or guarantee.

“(1) Employees employed on a daily basis – applicable daily rate.

“(2) Employees employed on a weekly basis – one-fifth (1/5) of weekly rate.

“(3) Employees whose rates are subject to individual negotiation under the collective bargaining agreement – *pro rata* daily rate.

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

“f. The employee may be required to submit verification (*e.g.*, a doctor’s note) of the Eligible COVID-19 Event in order to receive more than three (3) days of temporary COVID-19 paid sick leave for such Eligible COVID-19 Event.

“g. Employer shall comply, to the extent applicable, with BC employment and labour law and human rights law with respect to reinstatement of an employee following a leave of absence due to COVID-19.

“h. Employees are not entitled to payment for any unused temporary COVID-19 sick leave under this Sideletter.

“i. Paid sick days under this temporary COVID-19 sick leave provision shall not be considered workdays for any purpose.

“j. Any requirements for prior notice of layoff (or pay in lieu of) in the collective bargaining agreement, as well as any requirements for replacement pay, shall be suspended in the event that an employee is receiving payment pursuant to the foregoing temporary COVID-19 paid sick leave policy.

- “k. If an Employee has an Eligible COVID-19 Event while on distant location and is unable to return home, the Employer shall provide the Employee with lodging and per diem while on distant location, in addition to temporary COVID-19 paid sick leave under the foregoing provisions of this Item 2.
- “l. The payments in this temporary COVID-19 paid sick leave policy shall be available to Employees in addition to any sick pay the Employees would receive under Article 23.1(b). In the event an Employee has an ‘Eligible COVID-19 Event’ as defined in Item 2.c. above, the Employee must use the temporary COVID-19 paid sick leave described in this Item 2 before any other sick pay available under Article 23.1(b).
- “m. The Parties agree that the temporary COVID-19 paid sick leave provisions in this Item 2 meet or exceed the requirements for paid leave for COVID-19 vaccination under Section 52.13 of the Employment Standards Act and the requirements for COVID-19-related paid leave as set forth in Section 52.121 of the Employment Standards Act.”

“3. **Payment for Required Isolation or Self-Quarantine (Other than for an Eligible COVID-19 Event)**

“This Item 3 applies after an Employee has been engaged and the Employee is required to isolate or self-quarantine at the request of the Employer (other than for an Eligible COVID-19 Event) and/or because the law of the jurisdiction where production is taking place requires travelers from outside the jurisdiction to self-quarantine, under the following circumstances:

“prior to the commencement of an Employee’s work on a production; or

“when an Employee who has already commenced work travels to a production location where applicable law requires travelers from outside the jurisdiction to self-quarantine.

“If the Employee does not perform work at the direction of the Employer while in isolation or self-quarantine:

- “a. The Employer may individually negotiate payment for time spent in isolation or self-quarantine with Directors employed on a theatrical motion picture, a pilot or a long-form television motion picture/long-form High Budget SVOD Program, or who are

employed on two (2) or more television motion pictures/High Budget SVOD Programs consecutively.

“b. All other Employees shall be paid for time spent in isolation or self-quarantine as set forth below, based on scale for the Employee’s job classification.¹

“i. Directors – one-fifth (1/5) of the weekly salary, or the daily rate for a Director who is engaged for daily employment as permitted under Article A-16, for each of the first five (5) days out of each seven (7) consecutive day period in which the Director is in isolation or self-quarantine.

“ii. Employees Other Than Directors

“(A) For each of the first five (5) days out of each seven (7) consecutive day period in which the Employee is in isolation or self-quarantine:

“(1) Daily Employees – payment for a minimum call.

“(2) Weekly Employees – one-fifth (1/5) of the weekly rate.

“(3) Employees whose rates are subject to individual negotiation under the collective bargaining agreement – *pro rata* daily rate.

“(B) For each of the final two (2) days out of each seven (7) consecutive day period in which the Employee is in isolation or self-quarantine:

“(1) Daily and weekly Employees – four (4) hours of pay, plus retirement and health contributions for eight (8) hours.

“(2) Employees whose rates are subject to individual negotiation under the collective bargaining agreement – one-half (½) of the *pro rata* daily rate, plus applicable retirement and health contributions.

¹ This provision does not alter the terms of any agreement entered into prior to the effective date of this Sideletter regarding payment for time spent in isolation or self-quarantine under the circumstances covered by this Item 3.

“Fringe benefits: Such payments shall be subject only to retirement and health contributions. Such payments shall not be subject to vacation payments, nor any other fringe benefit contributions.

“If the Employee performs work at the direction of the Employer while in isolation or self-quarantine, the Employee shall instead be paid pursuant to the Employee’s contract of employment for any day on which the Employee performs such work.

“4. **Electronic Receipt of Documents**

“To the extent the Employer implements electronic documents in lieu of paper documents, employees shall accept e-delivery of and provide e-signatures for the following items: (1) start paperwork; (2) time cards; (3) deal memos; and (4) direct deposit of payroll [*as per Item 13 of this Memorandum of Agreement above*]. If an employee does not possess or have access to a device or technology which permits receipt and transmission of electronic documents, the Employer will either provide the employee with a hard copy of the document or make other arrangements for the employee to receive and sign electronic documents. Upon request, Employer agrees to meet with the Union to discuss measures for ensuring the proper protection of personal information contained in the foregoing documents and other related privacy concerns.

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

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

company for the specific purpose of covering costs related to COVID-19 and costs of an insurance policy for the specific purpose of covering costs related to COVID-19 (also sometimes referred to in such policies as a ‘communicable disease’).”

“6. Work from Home

- “a. Article A6.1 shall be modified so that an Employer may require a Director to work remotely from the Director’s home or other location during prep and at other times when a remote work arrangement is practicable.
- ”b. The following applies when an Employer requires any Employee to work remotely from home:
 - “i. If an employee does not have equipment necessary to work remotely from home and the Employer does not provide such equipment, the employee shall submit a request to the Employer for purchase or rental of the necessary equipment. Employer shall reimburse the employee for any pre-approved purchases or rental costs after the employee submits receipts or other appropriate proof of purchase/rental.
 - “ii. Employer shall provide an employee with any technology training that it determines is necessary in order for the employee to work remotely from home (which shall not be considered work time).
 - “iii. Employer shall reimburse any necessary and reasonable costs that an employee incurs as a direct consequence of working remotely from home, provided that the Employer has approved such expenses in advance and the employee submits appropriate proof of the expense.

“7. ‘On or About’ Start Date

“The DGC BC waives the obligation in Article A-1.3(f) to provide a specific date when postponing a Director’s “on or about” start date for COVID-19-related reasons, so that the Employer and Director may agree to move the ‘on or about’ start date to a future unspecified date. An Employer and the DGC BC may also discuss the possibility of being able to move the Director’s start date more than once when necessitated by reasons related to COVID-19.

“If the Employer and Director are ultimately unable to agree on a new ‘on or about’ start date for the motion picture or program on which the Director is booked, the Employer, upon mutual agreement by the Director, may attempt to book the Director on a comparable assignment which has minimum terms and conditions no less than those of the booked episode, and this new assignment shall satisfy the Employer's pay-or-play commitment.

“The employment on a comparable assignment must commence within one year of the originally scheduled start date of the episode for which the parties could not agree on a new start date. In the event no agreement can be reached on scheduling a comparable assignment, the Director shall be paid the episodic fee for the episode for which the parties could not agree on a new start date.

“In the event the Employer chooses to pay the Director’s salary or a portion thereof in advance of the Director’s start date, such payment may be credited against compensation for future services performed for the Employer, provided that the Employer notifies the DGC BC and the Employer and Director execute a confirming agreement.

“8. **Enabling**: On a case-by-case basis, the Employer may request modifications to the terms and conditions contained in this Sideletter to be applicable only to a specific production pursuant to the enabling procedure set forth in Article 27.6 of the Collective Agreement.

“9. **Conflict of Laws**

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

b. The Union waives and forever relinquishes all known and unknown claims that an Employer’s implementation of the provisions in the Producers’ revised Proposal P-16 dated April 5, 2021 as of May 1, 2021 was a violation of the Labour Relations Code and/or the terms and conditions of the DGC BC Collective Agreement.

17. **National Day for Truth and Reconciliation Holiday**

Modify Article 18.1(a) of the Collective Agreement as follows:

“18.1 The recognized holidays are as follows:

“(a) New Year’s Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. 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 recognized as a holiday.”

18. **Housekeeping**

a. Amend language to ensure gender neutrality (U-D.1.) – Replace gender-specific pronouns with proper nouns such as “Employee,” provided that such replacement does not result in any grammatical errors or substantive changes.

b. Article 23.3. – Leave of Absence Provided by Law (U-D.4.) – Modify Article 23.3 as follows:

“23.3 All Employees covered by this Agreement shall be entitled, at a minimum, to the Leave provisions in of the *Employment Standards Act* of British Columbia, provided that the Employee satisfies any eligibility requirements for the Leave in question. ~~including: pregnancy leave, parental leave, family responsibility leave, bereavement leave, and jury duty.~~

c. Copy of Motion Picture (U-D.5.) – Delete Article A-13.1 and modify the language of Article A-13.2 so that the Employer will provide the Director of any motion picture with either a DVD or digital file as follows:

“A-13.2~~1~~ Upon request, the Employer shall furnish the Director of ~~an episode of a television series or long-form television~~ any Motion Picture, after the first exhibition of the motion picture, a watermarked DVD copy or digital file of the final ‘air’ version of that motion picture without commercials at no cost to the Director. The format provided (i.e., watermarked DVD copy or digital file) shall be at the Employer’s discretion.

- d. Schedule A-1 and A-2 (U-D.6.) – Change benefit provider from Great West Life to Canada Life.
- e. Update list of Companies in Appendix C as provided in Exhibit 1.
- f. Update list of Companies in Sideletter 1 as provided in Exhibit 2.

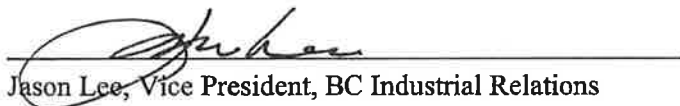
**FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN
AFFILIATES OF THE ALLIANCE OF MOTION PICTURE AND TELEVISION
PRODUCERS**



Carol A. Lombardini, President

Dated: June 15, 2022

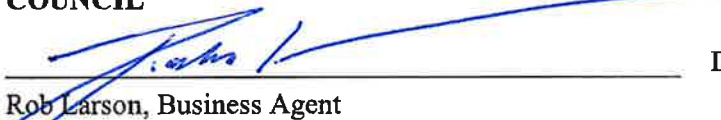
**FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN
MEDIA PRODUCERS ASSOCIATION – BRITISH COLUMBIA PRODUCERS
BRANCH**



Jason Lee, Vice President, BC Industrial Relations

Dated: June 15, 2022

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



Rob Larson, Business Agent

Dated: JUNE 15, 2022

EXHIBIT 1

APPENDIX "C"

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

0831793 BC LTD.
137 Production Services Inc.
3253 Production Services Inc.
Air Bud Entertainment Inc.
Alameda Entertainment B.C., Inc.
Almanack Productions, Inc.
Apple Studios Canada Inc.
Bear Claw Productions Ltd.
BL Buster Production Services Inc.
Brightlight Pictures Inc.
Bron Studios
CBS Canadian Film and Television Inc.
Champlain Media West Inc.
Death Prayer Pictures ULC
Deerfield Productions ULC
Entertainment One Television Productions Ltd.
Fieldhouse Productions ULC
Gabriel Simon Production Services Limited
GEP Productions Inc.
Gemstone Pictures Inc.
Great Lakes Pictures ULC
Green Zone Productions, Inc.
Green Zone Productions II, Inc.
Green Zone Productions III, Inc.
Honalee Productions
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Legendary Television Animation, LLC
Legendary Television Productions, LLC
Manly Shore Production Services Inc.
Mayflower Productions, Inc.
Mayflower Productions II, Inc.

Meat EP Productions-Can Inc.
MGM Production Services (B.C.), Ltd.
Moose Jaw Productions, ULC
Netflix Studios, LLC
Nomadic Pictures Corp
Novus Ordo Seclorum Shooting Group Inc.
Open Ice Productions ULC
Paramount Pictures Corporation (Canada) Inc.
Productions Legendary Quebec, Inc.
Really Real Films
Renraw Production Services Inc.
Reunion Pacific Entertainment Inc.
Riverside Television, B.C.
Screen Gems (Canada) Limited
Sea to Sea Productions ULC
Shadow Lake Films, a division of Adjacent Production Services Inc.
Silverstrand Production Services Inc.
SKG Studios Canada Inc.
Stage 49 Ltd.
Thunderbird Entertainment Inc.
Town Clock Productions ULC
Tuppence Productions-1 Inc.
Twentieth Century Fox Canada Limited
Two 4 the Money Media
20th Century Studios Vancouver Productions Ltd.
Twist of Fate Productions ULC
Universal Studios Canada Inc.
Warner Bros. Pictures (B.C.), Inc.
Warner Bros. Television (B.C.), Inc.
Water Tower Production Services Inc.

EXHIBIT 2

Companies Listed in Sideletter No. 1 to the 2021 DGC-BC Collective Agreement

0831793 BC LTD.

ABC, Inc.

ABC Cable Networks Group

ABC Signature LLC

Alameda Entertainment B.C., Inc.

American Broadcasting Companies, Inc.

Annuity Coeptis Entertainment II Inc.

Apple Studios Canada Inc.

Apple Video Programming LLC

Bauman Productions Inc.

Bear Claw Productions Ltd.

Bonanza Productions Inc.

Brightlight Pictures Inc.

Buena Vista Television

CBS Canadian Film and Television Inc.

CBS Studios Inc.

Crescent Entertainment Ltd.

Death Prayer Pictures ULC

Deerfield Productions ULC

Disney Channel

Entertainment One Television Productions Ltd.

Eye Productions Inc.

Fieldhouse Productions ULC

Focus Features LLC

Fox Broadcasting Company

FX Productions LLC

Gabriel Simon Production Services Limited

Gemstone Pictures Inc.

Great Lakes Pictures ULC

Haddock Entertainment

Home Box Office, Inc.

Horizon Scripted Television Inc.

International Family Entertainment, Inc.

Keatley Entertainment
Keystone Entertainment
Legacy Filmworks Ltd.
Legendary Pictures, Productions LLC
MGM Distribution Co.
MGM Domestic Television Distribution LLC
MGM Global Holdings Inc.
MGM Production Services (B.C.) Ltd.
MGM Television Entertainment Co.
Miramax
Moose Jaw Productions, ULC
NBC Universal Television Distribution, a division of Universal Television Group LLC
Netflix Studios, LLC
New City Pictures
No Equal Entertainment Inc.
Novus Ordo Seclorum Shooting Group Inc.
Open 4 Business Productions, LLC
Open Ice Productions ULC
Paramount Pictures Corporation
Paramount Pictures Corporation (Canada) Inc.
Reunion Pacific Entertainment Inc.
Reunion Pictures Inc.
Riverside Television B.C.
Screen Gems (Canada) Ltd.
Screen Gems Productions, Inc.
Sea to Sea Productions ULC
Thunderbird Films Inc.
Shavick Entertainment
Showtime Networks, Inc.
SKG Studios Canada Inc.
Sony Pictures Television, Inc.
Stage 6 Films, Inc.
Stage 49 Ltd
Telepictures
Town Clock Productions ULC
Turner Films, Inc.
20th Century Studios, Inc.
Twentieth Television

Twist of Fate Productions ULC
Two 4 the Money Media Inc.
Universal 1440 Entertainment LLC
Universal City Studios LLC
Universal Content Productions LLC
Universal Television Enterprises LLLP
Universal Television LLC
Walt Disney Pictures
Warner Bros. Distributing (Canada), Ltd.
Warner Bros. Domestic Television Distribution
Warner Bros. International Television Distribution
Warner Bros. Pictures
Warner Bros. Television
Warner Bros. Television (B.C.), Inc.
Wilshire Court Productions