

Collective Agreement



&



June 1, 2021 to March 31, 2024
Ratified May 30, 2021

COLLECTIVE AGREEMENT

Between:

(hereinafter called the "Producer") only for the production
entitled:

Having its head office within the Province of British Columbia at:

And:

**ACFC WEST – THE ASSOCIATION OF CANADIAN FILM
CRAFTSPEOPLE, LOCAL 2020 UNIFOR**

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(Hereinafter called "ACFC West, Local 2020 Unifor" or
the "Union")

ACFC West, Local 2020 Unifor

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PREAMBLE

This Agreement is made and entered into in the Province of British Columbia as of the first (1st) day of June, 2021, by and between ACFC West, Local 2020 Unifor (hereinafter called "ACFC" or the "Union") representing its individual members (hereinafter collectively called the "Technicians" or individually the "Technician"), and the Canadian Media Producers Association - BC Producers Branch (hereinafter called the "CMPA-BC") on behalf of its individual member companies who become signatory hereto, and those individuals, persons, partnerships, firms or corporations who from time-to-time accept the terms of this Agreement by becoming signatory hereto (hereinafter collectively called the "Producers" or individually the "Producer").

Each Producer shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Producer or any dispute between the Union and a Producer respecting compliance with the terms of this Agreement shall not affect the rights, liabilities, obligations and duties between the Union and each other Producer who is party to this Agreement.

WHEREAS, the Producer is engaged in the production of feature and/or television motion pictures, and

WHEREAS, the Union has in membership competent, skilled and qualified Technicians possessing the skills and abilities required to perform the work incidental to the effective accomplishment of such production, and

WHEREAS, the Producer and the Union desire to mutually encourage close co-operation between the Producer and the Union to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement, and

WHEREAS, the Producer and the Union agree and acknowledge that it is in their mutual interest to establish and stabilize wages, hours and working conditions for the Technicians employed or engaged on productions by the Producer, and further, to develop and promote a prosperous and productive BC Film Industry and to further the smooth and pleasant production of films in British Columbia.

Agreement

NOW, THEREFORE the Producer and the Union in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

ARTICLE 1 - Interpretation and Definitions

1.01 Good Faith

The Producer and the Union agree to abide by the terms of this Agreement and to interpret and administer this Agreement in good faith and in a spirit of friendly co-operation.

1.02 Definitions

Unless otherwise specifically defined in this Agreement, the terms used shall be given common meaning in the motion picture industry:

"ACFC" or "Union" means ACFC West-The Association of Canadian Film Craftspeople, Local 2020 Unifor;

"CMPA" means the Canadian Media Producers Association;

"CMPA-BC" means the Canadian Media Producers Association – BC Producers Branch;

"Producer" means the Producer signatory to this Agreement or its authorized agent;

"Basic Hourly / Weekly Rate" means the greater of the hourly or weekly rates set out in a Technician's Deal Memorandum and scale rates set out in "Schedule 1" of this Agreement for the type of work the Technician is hired to do;

"Deal Memorandum" means the contract entered into between the Producer and a Technician or a Technician's personal management corporation or firm through which the Technician agrees directly or indirectly to provide his or her work or services for the Producer on the production;

"Wages" means the remuneration the Producer pays a Technician, a Technician's personal services corporation or registered firm for work or services provided;

"Gross Wages" means the remuneration (inclusive of minimum scale and over-scale wages, overtime, meal, and turnaround premiums) the Producer pays a Technician, or a Technician's personal management corporation or registered firm, for work or services provided before any applicable tax withholdings, but does not include fringe benefits such as vacation pay, health and welfare levy, Retirement Plan contributions and monies paid by the Producer for expenses such as per diem allowances or travel expenses as agreed;

"Production" means principal photography, pre-production, post production, retakes or any additional photography;

"Technician" means anyone engaged by the Producer (either directly or through a contract entered into between the Producer and a person's personal management corporation or company) to provide work or services for the Producer on the production in any of the following capacities set out in "Schedule 1";

"Retainer" means any monies advanced to a Technician other than wages;

"Film" means any means of recording picture images and sound either by chemical or electronic methods or by any method now known or yet to be devised.

ARTICLE 2 - Recognition

2.01 Exclusive Bargaining Agent

This Agreement shall apply to all work traditionally associated with the production of all features and television (whether film, digital, or video, and whether distributed and/or exhibited by any method now known or yet to be devised) performed in the Province of British Columbia. The Producer hereby recognizes the Union as the exclusive collective bargaining agent for all the Technicians as defined in Article 1.02 employed or engaged on the production covered by this Agreement. The Union and the CMPA-BC agree to negotiate for rates of pay with respect to any new Technician whose classification(s) and rate(s) of pay are not already defined herein.

2.02 Enabling Provision

The signatory Producer may request certain modifications to the terms and provisions contained in this Agreement which are production specific. This request must be submitted in writing to the Union office, in care of the Business Manager. The Union agrees to consider requests for modifications and make reasonable efforts to respond to the Producer within three (3) business days of receipt of the request. Any such agreement shall be by Letter of Understanding with a copy to the CMPA-BC and may be for one (1) production, for a type of production, for a specific area, or for a specific period of time. Any need for interpretation which might arise from the application of the terms of the modifications, shall be referred directly to the Consultation Committee for resolution.

2.03 Engaging Technicians

- (a) The Union will supply the Producer with a current list of Union members who have experience in the production of motion pictures. The Producer shall only engage Technicians who are members in good standing of the Union, or

who have obtained proper work permits issued by the Union in accordance with Article 2.04. The parties recognize that where a co-production treaty between Canada and another country or countries imposes employment obligations on the Producer's production, the referral procedures may be subordinate to such obligations.

- (b) Each member of the Union, shall be registered and accredited as being qualified in one or more of the categories listed in "Schedule 1," and the Producer shall have the right to select and directly hire a Technician to perform work in the category for which the Technician has received accreditation from the Union. The Producer shall have the right to determine the number of Technicians required, and shall have the sole responsibility for selecting Technicians to be laid off consistent with paragraph (c) below.
- (c) Positions in any given Department, as listed in "Schedule 1," shall only be filled when each position above has been filled at least once. Should there only be one (1) position in a Department at any given time, such position shall be deemed to be a Key, or First position. Likewise, a Second can only be hired when there is also a First, and a Third can only be hired when there is a First and Second in place, and so on.
- (d) The Producer may employ Technicians as Trainees to perform such work within the Categories listed in "Schedule 1." The following terms and conditions shall apply:
 - (i) the Trainee hourly rate of pay shall be the greater of Fifteen Dollars and Twenty Cents (\$15.20) or the minimum wage in effect in B.C. at the time of production;
 - (ii) Trainees shall only be hired after discussion with, and written approval from, the Union;
 - (iii) there will be a maximum of one (1) Trainee per Department, and a maximum of six (6) Trainees per production.
- (e) All Technicians working under the terms of this Agreement, whether or not they are members of the Union, shall be subject to all the terms and conditions of this Agreement. The Producer and the Union agree that each Technician has the right to equal protection and equal benefit of the terms and provisions of this Agreement without discrimination based on membership in the Union, race, national or ethnic origin, colour, religion, sex, age, or sexual orientation.

2.04 Work Permits

- (a) The Producer must apply to the Union for a work permit for each Technician that the Producer proposes to employ, who is not a member in good standing of the Union. The Producer must submit a written request for Work Permit, with the adequate time allowance.
- (b) The signatory Producer shall have the right to assign specialized personnel to the production. Specialized personnel are defined as non-members of the Union who possess special skills or abilities, or perform services as a personal Make-Up Artist, Hair Stylist, and/or Dresser only for an individual Cast member and that Cast member's Stunt and/or Photo Double. The number and type of specialized personnel to be assigned to the production shall be subject to approval by the Union, with such approval directed toward obtaining maximum management effectiveness for the signatory Producer. If the permitted Technician is unavailable to implement these specialized duties then a Union member will be assigned as needed.
- (c) The Union shall consider each application for a Work Permit and shall render its decision to issue or refuse a Work Permit for the Technician in question within twenty-four (24) hours of the receipt of the Application.
- (d) Non-member Technicians hired only on a daily basis may be granted a Work Permit on the day worked, subject to authorization by the Union office.
- (e) The Producer agrees to replace any non-member Technician who is refused a Work Permit within three (3) days of notice from the Union.
- (f) Work permits will not be unreasonably withheld by the Union and in a case where a work permit is not granted, the Union will provide the Producer with a written explanation of the rationale for not granting such work permit.
- (g) Technicians who are not members in good standing with the Union, shall pay permit fees in accordance with Article 2.05.

2.05 Union Dues

The Producer agrees to deduct from the gross wages of all Technicians who are Permittees or Permits a Dues check-off fee of three point five percent (3.5%) of gross wages and for Members (a list of who will be supplied on a weekly basis by the

Union) a Dues check-off fee of one point nine percent (1.9%) of gross wages which will be remitted to the Union on a weekly basis, no later than twelve (12) days after the end of pay-roll week. Technician's dues check-off may be changed only when written notice is given by an authorized representative of the Union through the Union office.

2.06 Consultation Committee

- (a) The Union and the CMPA-BC agree to establish a Consultation Committee which shall meet as required but not less than once every six (6) months during the term of this Agreement to review the operation of this Agreement.
- (b) The purpose of the Consultation Committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills, and to promote workplace productivity.
- (c) The Consultation Committee shall be comprised of three (3) representatives of the CMPA-BC and three (3) representatives of the Union.
- (d) The Consultation Committee will continually monitor the effectiveness of this Agreement during its operation in order to assure work opportunities for the Technicians and the competitive position of the Producers. Amendments to this Agreement may be established by agreement of the Consultation Committee which shall also be empowered to make recommendations to resolve any dispute over the intent and application of this Agreement.

ARTICLE 3 - Management Role

3.01 Management

All rights of management are reserved by the Producer, except as expressly limited by the terms of this Agreement.

3.02 Producer's Right

The Union acknowledges the Producer's right, within the terms and conditions of this Agreement:

- a) To select and hire personnel;
- b) To make rules and regulations for the conduct and management of its operations;
- c) To discharge Technicians for just and sufficient cause as set out in Article 16.04;
- d) To determine work and production schedules.

ARTICLE 4 - Union Representatives

4.01 Crew Representative

The Union shall appoint, or the Technicians under this Agreement shall elect, Crew Representatives to represent them in any dealing with the Producer.

4.02 Access to Work Place

Duly authorized Representatives of the Union, with notice to the Producer, shall have access to the place of work of any Technician covered by this Agreement, during working hours provided they do not interfere with the work of the Technicians or with the smooth running of the production.

ARTICLE 5 - Deal Memorandum (Schedule A)

5.01 Deal Memorandum

The Producer shall sign a Deal Memorandum ("Schedule A") with respect to each Technician engaged before the Technician is to start work.

5.02 Copy of Deal Memorandum

The Producer shall give one (1) duly executed and fully completed copy of the Deal Memorandum ("Schedule A") to the Technician when the Deal Memorandum is signed and shall forward within one (1) week of signature an original and/or electronic copy of the Deal Memorandum ("Schedule A") to the Union business office which will keep the Deal Memorandum confidential. The Deal Memorandum may be executed digitally and in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

5.03 Minimum Terms and Conditions

This Agreement defines minimum rates of pay and terms and conditions of employment. Therefore a Technician shall be free to obtain from the Producer a greater rate of pay and better terms and conditions of employment than the minimum levels set out in this Agreement.

5.04 Assistance and Interchange

Nothing in this Agreement precludes a Technician who is hired to work in one (1) department from assisting other Technicians in the performance of their duties or working on a temporary basis in another craft. For clarity, this is not meant to require a Technician to fill positions in two or more departments at the same time.

5.05

No Technician hired to perform any work in any category within the scope of this Agreement shall be compensated at rates or fees less than those herein provided or be subject to working conditions that are less favourable than the provisions of this Agreement.

5.06

No Deal Memorandum shall provide for a rate of pay any less than scale rate set out in "Schedule 1" of this Agreement. If an individual Technician agrees, either by means of a Deal Memorandum or verbally, to a rate of pay that is less than the scale provided for in this Agreement, or to terms and conditions that are provided for in this Agreement, the verbal or written agreement between the Producer and the Technician shall be deemed to be void and of no effect and an Agreement containing the scale rate of pay for the Technician's category and the standard terms and conditions of this Agreement shall be deemed to have been in effect during the entire period in which the Technician was engaged by the Producer.

5.07 Implied Option

A Deal Memorandum may provide for options of additional days which the Producer may require the Technician's services or may expressly provide for no such options.

5.08 Contracting Out of Bargaining Unit Work

The specific inclusion of the Publicist; Animal Co-ordinator, Animal Wrangler and Assistant Animal Wrangler; Chef and Assistant Chef/Caterer; and Marine Co-ordinator and Boat Wrangler classifications shall not be deemed to preclude continuation of the past practice of Producers in engaging these services from third party suppliers and subcontractors, provided however, individuals directly employed or engaged by the Producer to provide these services shall be appropriately classified and subject to this Agreement.

The Producer agrees not to contract out any other bargaining unit work which has customarily and historically been performed by Technicians covered by this Agreement without the consent of the Union. The furnishing of materials, supplies, or equipment and the pick-up, delivery and return thereof shall in no case be considered subcontracting.

5.09 Over-Scale Technicians

The Producer and the Technician may, by individual negotiations at the time of the Technician's hiring, agree that the portion of the Technician's pay which is in excess of the minimum scale rate for such Technician, may be applied to any of the overtime

payments, meal premiums, and premium pay for turnaround infringement. Calculation of all such payments, meal premiums and premium pay for turnaround infringement must be recorded in the Technician's weekly timesheets.

5.10 Residency Information for Production Incentives

Technicians must provide Canadian and Provincial residency information sufficient to ensure that the Producer is eligible to receive the applicable federal and provincial incentives including tax credits. This information will be used, disclosed and maintained in accordance with the *Personal Information Protection Act*. (See Bulletin regarding Residency Documentation in Schedule "D")

ARTICLE 6 - Schedule of Pay Rates

6.01 Maximum Premium Rate

Notwithstanding anything in this Agreement, the maximum hourly rate payable to a Technician, not including Meal Premiums, will not exceed three times (3X) the basic and/or negotiated hourly rate.

6.02 Regular Work Day

A regular work day is a work day that is not: a sixth (6th) day worked (Article 6.03); a seventh (7th) day worked (Article 6.04); twelve (12) or more consecutive days worked (Article 8.02), or a holiday worked (Article 6.06 / 8.05). A regular work day will be paid at straight-time (1X) for the first eight (8) hours worked, time and one-half (1.5X) for the ninth (9th), tenth (10th), eleventh (11th), and twelfth (12th) hours worked, double-time (2X) for the thirteenth (13th), fourteenth (14th), and fifteenth (15th) hours worked, and triple time (3X) for the sixteenth (16th) hour and all hours worked thereafter.

6.03 Sixth Day

The Sixth Day is any sixth (6th) day worked within the scheduled work week and shall be paid at time and one-half (1.5X) for the first eight (8) hours worked, double-time (2X) for hours nine (9) through fifteen (15) inclusive, and triple-time (3X) for the sixteenth (16th) hour and all hours worked thereafter.

6.04 Seventh Day

A Seventh Day is any seventh (7th) consecutive day worked, regardless of the scheduled work week, and shall be paid at double-time (2X) for the first eight (8) hours worked, and triple-time (3X) for all hours worked thereafter.

6.05 Holiday Not Worked

For a holiday not worked the following sub paragraphs shall apply:

- (a) Pay for holidays which are not worked will be calculated on the basis of eight (8) hours at the Technician's straight-time (1X) contracted rate. In order for a Technician to be eligible for pay for a holiday which is not worked, a Technician must work at least five (5) work days in the two (2) week period immediately prior to, and two (2) work days in the week immediately following the holiday. If the next two (2) work days after the holiday follow a hiatus of one (1) week or more, no holiday pay shall be payable.
- (b) A holiday not worked will be considered a regular workday for the purpose of calculating sixth (6th) and seventh (7th) days worked.

6.06 Holiday Worked

- (a) A Technician who has worked at least five (5) work days in the two (2) week period immediately prior to, and will work two (2) work days in the week immediately following the holiday will be paid at double-time and one-half (2.5X) for the first twelve (12) hours, and triple-time (3X) for all hours worked thereafter.
- (b) All other Technicians will be paid at double-time (2X) for the first twelve (12) hours and triple-time (3X) for all hours worked thereafter.

- (c) A holiday worked will be considered a regular work day for the purpose of calculating sixth (6th) and seventh (7th) days worked.

ARTICLE 7 - The Work Day

7.01 The Workday

- a) The workday shall be the hours scheduled or assigned to a Technician for any given day, with a minimum of eight (8) work hours paid according to "Schedule 1" and/or a Technician's Deal Memorandum. The work day shall start when a Technician reports at the call time, and ends at completion of a Technician's call with a minimum of eight (8) work hours credited to the Technician's weekly pay. The work day is not inclusive of Meal Breaks. If the work call extends beyond midnight (12:00 AM) it shall be considered as falling wholly within the calendar day in which it starts.

Technicians shall hold themselves in readiness to work on the production during the period of the minimum call and any additional time that the Producer may require. **No Department Head or Key may provide services on another production without the express written consent of the Producer.**

7.02 One-Half (½) Day Call and Two (2) hour Call:

- a) When scheduled in advance and at least prior to the end of the previous workday, the Producer may schedule a one-half (½) day call for the following: production meetings; training; sign writing; screening of rushes; screen-tests; script(s) timing; location surveys; and greens pre-placement for locations with restricted access and greens maintenance. If the Technician who is scheduled for the one-half (½) day call works four (4) hours or less, such Technician shall be paid for four (4) work hours according to "Schedule 1" of this Agreement and/or the Technician's Deal Memorandum. Should a Technician who is scheduled for a one-half (½) day call work more than four (4) hours with the approval of the authorized representative of the Producer, the regular minimum pay for eight (8) work hours shall apply. In addition, the one-half (½) day call shall be subject to the following:
 - (i) A "one-half (½) day" call will in no way allow for split shifts; and
 - (ii) Should a position be recalled in the same day after a one-half (½) day call, the Technician will be deemed to have been working continuously from their original call, although for the purpose of Meal Premiums, their second six (6) hour work period would commence at the start of their recall.
- b) When a Technician is required to complete Producer-provided training on a day when the Technician is not also working, and such sessions are made available on a virtual, on-demand basis, the Technician shall be paid for not less than two (2) hours pay at the Technician's straight time contracted hourly rate.

7.03 Meal Breaks

- (a) The Producer shall provide craft services of beverages and snacks for the Technicians throughout the workday. If such service is not provided, a paid coffee break of fifteen (15) minutes shall be taken every three (3) hours.
- (b) The Producer shall allow a Meal Break:
 - (i) no later than six (6) hours after the general crew call;
 - (ii) no later than six (6) hours after the previous Meal Break; and
 - (iii) the duration of the Meal Break shall be calculated as either one-half (½) hour from the time when the last Technician is served, or one (1) hour from the time when the first Technician is served.
- (c) On-set Technicians starting work before the general crew call who are provided with a hot breakfast together with a fifteen (15) minute non-deductible break (within one (1) hour before or two (2) hours after the general crew call), will have their first deductible meal period due at the same time as a meal is due for the general crew.

7.04 Meal Premiums

- (a) Subject to paragraph (b), if a Technician works longer than six (6) hours after his or her call to the set without a Meal Break or longer than six (6) hours after the conclusion of the previous Meal Break, the Producer shall pay a Meal Premium to the Technician at a rate of Five Dollars (\$5.00) per fifteen (15) minute period for the duration of the

infringement in addition to their regular rate of pay. The Technician will continue to work through the work period at the established rate of pay.

The Producer may make a Twenty-Five Dollar (\$25.00) per day payment ("buy-out") on the next regular paycheck to any Driver in lieu of paying second (2nd) Meal Premiums. If the Producer chooses this option, the buy-out shall be paid to that Driver as an allowance on all "shoot days" and shall not apply toward overtime or turnaround premiums.

- (b) On three (3) occasions per five (5) day work week, and four (4) occasions per six (6) day work week, during production a grace period of fifteen (15) minutes will be allowed before Meal Premium commences providing that the setup or shot was commenced within a reasonable time in advance of the required meal period, and that a meal is still provided. In the second six (6) hour period after the first Meal Break, there will be a thirty (30) minute grace period for a Meal Premium at wrap time, if wrap is called before the end of the sixth (6th) hour.

7.05 French Hours

As an alternative to the provisions of Article 7.03, the Producer, with ten (10) hours notice, may institute a "French Hours" system of Meal Breaks which consists of:

- (a) An eleven (11) hour period of elapsed time commencing with the general crew call and ending with camera wrap, which includes one (1) hour of paid meal period before work begins; or includes one-half (½) hour paid meal period before work begins and two (2) fifteen (15) minute breaks during the rest of such eleven (11) hour period. This eleven (11) hour period shall not be considered a guarantee of eleven (11) hours of work or pay.
- (b) Should work (excluding travel time outside the Studio Zone) continue past the eleventh (11th) hour, such work shall be paid for by the additional payment of the applicable rates of overtime pay.
- (c) The Producer will provide hot food accessible to the Technicians during the shooting day.
- (d) Meal Premiums shall apply if work continues past eleven (11) hours of elapsed time commencing with the general crew call, in which case Meal Premiums shall be paid commencing at the end for the sixth (6th) hour from the beginning of the general crew call.
- (e) The Producer may exempt off-set crew, and any Technician not on scheduled French Hours shall be accorded the Meal Breaks per Article 7.03 of this Agreement.

7.06 Turnaround

- (a) The Producer shall provide a turnaround period of no less than ten (10) hours between the last work hour of the Technician on one (1) day and the first (1st) work hour of the Technician on the next day, with the exception of the Transportation Department which shall have nine (9) hours.
- (b) For a five (5) day shooting schedule, the turnaround period over a weekend (end of the work week) will be fifty (50) hours. For a six (6) day shooting schedule, the turnaround over a weekend (end of the work week) will be thirty-two (32) hours.

7.07 Turnaround Premium

If a Technician works during the turnaround period, the Technician shall be paid a premium during all turnaround infringement time equivalent to double-time (2X) the current/prevaling hourly rate in addition to their regular rate of pay, but in no event in excess of three times (3X) the Technician's regular straight-time (1X) hourly rate. Such rate shall be paid for the period of time from the start of the next call through the end of the infringed turnaround and calculated in tenth (1/10th) of an hour increments.

The Producer may make a Seventy-Five Dollar (\$75.00) per day payment ("buy-out") (Increased to Eighty dollars (\$80.00) per day effective April 1, 2022 and to Eight-five dollars (\$85.00) per day effective April 1, 2023) on the next regular paycheck to the Generator Operator in lieu of paying turnaround infringement premiums. If the Producer chooses this option, the buy-out shall be paid to the Generator Operator as an allowance on all "shoot days" and shall not apply to overtime or meal premiums.

7.08 Script Supervisors - Multi-Camera Setups

When two or more cameras are utilized simultaneously for 50% or more of the shooting time in a day, the Script Supervisor shall be paid an additional sum of Fifty-five Dollars (\$55.00).

ARTICLE 8 - The Work Week and Days Off

8.01 The Work Week

- (a) The pay period is from Sunday morning (12:01 am) to the following Saturday at midnight (12:00 am).
- (b) The work week shall commence on any day of the week and end at midnight (12:00 am) on the seventh (7th) day thereafter and shall consist of five (5) regular eight (8) hour days totaling forty (40) work hours and then two (2) consecutive days off.
- (c) Once every six (6) shooting weeks, or more frequently where agreed by the Producer and Union, the work week may be shifted without incurring additional costs 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 (7th) day of the regular work week to the first (1st) day of the shifted work week;
 - (B) by two (2) days, by making the preceding work week a prorated four (4) day work week, giving the fifth (5th) day off, and making the sixth (6th) day the first (1st) day of the shifted work week.
 - (iii) any work week shift shall be subject to a minimum thirty-two (32) hour rest period.
 - (iv) the paragraph above governing shifts in the work week allows separate shifts on the main unit and the second unit. Thus, both the main unit and the second unit of a motion picture are entitled to shift the work week. The work weeks may or may not be the same to begin with and may or may not be the same once shifted. They may also be shifted at different times.
- (d) Notwithstanding the provisions of this Article, the Producer may schedule a work week that is different from the work week established pursuant to paragraph (b) and (c) for departments such as, but not limited to, Accounting, Art Department, Set Construction and Scenic Art Technician, if the Producer is able to demonstrate to the Union that it is reasonable in the circumstances and if the consent of the Union is obtained in writing at least five (5) working days prior to the change of the work week. The establishment of a different work week shall not deprive the Technicians affected of any of the benefits and rights provided for in this Agreement nor shall it deprive any Technician of any days off, turnaround period, or overtime.

8.02 Twelve or More Consecutive Days Worked

After a Technician has worked twelve (12) consecutive days, a Producer shall not require him or her to work the next day without the Technician's consent and, the Technician notwithstanding Article 16.04, may refuse to work the next day without any penalty or prejudice.

8.03 Technicians Starting Before or After Principal Photography

- (a) A Technician who starts work after the first (1st) day of principal photography joins the production work week in progress but may not claim sixth (6th) or seventh (7th) day rates unless the production does not break for a day off after the Technician has worked for five (5) consecutive days within the scheduled work week, or after the Technician has worked six (6) consecutive days.
- (b) A Technician who starts work before the first (1st) day of principal photography shall have days off and worked days calculated as follows:
 - (i) the normal work week shall consist of any five (5) consecutive days out of seven (7), within the scheduled work week;

- (ii) if the first (1st) day of principal photography coincides with the first (1st) day of the Technician's work week, then the production's work week simply replaces the Technician's work week for the purposes of calculating work days and days off; and,
- (iii) if the Technician's work week overlaps with the production's first (1st) work week, then the Producer will schedule that Technician's pre-production work days in such a pattern as to allow the Technician to join the production work week without the loss of any days off.

8.04 Holidays

- (a) The following days are recognized as holidays: New Year's Day, Family Day, Good Friday or Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day, Boxing Day and any other holiday prescribed by regulation or which an Employer grants to any other British Columbia labour organization on the same production. The Producer shall designate whether Good Friday or Easter Monday shall be observed as the holiday.
- (b) If a holiday falls on a day off, either the work day before or after the holiday shall be deemed the day celebrated for the purposes of determining the paid day off and the rate of pay for the holiday worked. The Producer shall designate the day(s) to be observed as holiday(s).
- (c) If a holiday, excluding Christmas Day, Good Friday or Easter Monday, and New Year's Day, falls on the second (2nd), third (3rd), or fourth (4th) work day of the work week, the Producer may designate the first (1st) or fifth (5th) work day of the work week as the observed day of the holiday, and the actual day of the holiday shall be worked and paid for at the daily rate of pay including over-scale payment if any. The Producer shall file notice of the designated holiday schedule no later than seven (7) calendar days prior to the holiday.
- (d) When working outside of British Columbia, the holidays shall be those recognized locally, except for Christmas Day, Boxing Day, New Year's Day, and Good Friday or Easter Monday which must be observed on the dates they occur.

ARTICLE 9 - Studio Zone

9.01 Studio Zones

Each of the cities listed below shall be established as a "Studio Zone." Any Technician working within the Studio Zone shall be paid "set-to-set" and shall not be compensated for kilometers driven or travel time unless required by the Producer to use their vehicle outside of the Studio Zone. In addition, the Producer shall designate which one (1) of the following Studio Zones will be the base of production and "point of hire," thereby making any Technician hired to work within that Studio Zone a "Local Hire" (and therefore not entitled to per diems and accommodation).

- (a) The Studio Zone for Vancouver ("Schedule B") is the area of land inside the boundaries of the following: on the West, the shoreline; on the North, the parallel of latitude bisecting the municipality of Lions Bay at town hall and intersecting highway 99 at 49.45895, -123.23655, including Horseshoe Bay; on the East, the line of longitude running through and including 200th Street in Langley, B.C.; and on the South, the Canada / U.S. border.

In addition to the above, either the Bordertown Studio Ranch or the Britannia Beach Community and Historic Site shall be included in the Studio Zone. The Producer shall designate which location will be included in the Studio Zone for the production. However, on television series (excluding pilots and mini-series), both locations shall be deemed included within the Studio Zone.

- (b) The Studio Zone for Victoria ("Schedule C") is the area of land inside the boundaries of the following communities: North Saanich; Sidney; Central Saanich; Saanich; Victoria; Oak Bay; Highlands; View Royal; Esquimalt; Langford; Colwood; and Metchosin.

In addition to the above, the Studio Zone for Victoria will include: an extension west of Metchosin which will include the area of land inside the boundaries of Highway 14 (Sooke Road), Gillespie Road, and East Sooke Road; and an extension north of Langford along Highway One which will include the area inside the boundaries of: the shoreline on the East; Shawnigan Lake Mill Bay Road on the North; and West Shawnigan Lake on the West.

The Parties hereby confirm that the foregoing paragraph establishing the Studio Zone for Victoria will include only land area as described above that is part of the mainland of Vancouver Island and is accessible by a regular motor passenger vehicle without the assistance of a ferry or other water transportation vehicle or device.

- (c) The Studio Zone for any other city or municipality is the area within a circle having a radius of twenty-five kilometers (25 km) but does not exceed an average driving time of one-half (½) hour, centered around and measured from the nearest city or municipal hall.
- (d) The Union and the CMPA-BC may agree to establish additional Studio Zones.

9.02 Technicians Assigned as Drivers

Technicians assigned by the Producer to drive vehicles used to carry equipment and any other material used in the production shall be paid that Technician's basic rate of pay. Transportation time shall be included in the Technician's time worked for the purposes of calculating overtime, Meal Premiums and/or turnaround premiums.

9.03 Report to Locations outside the Studio Zone

A "Report to Location" is any work location that falls within twenty-five kilometers (25 km) but does not exceed an average driving time of one-half (½) hour from the edge of the Studio Zone. The following terms and conditions will apply for a Report to Location:

- (a) Travel time from the edge of the Studio Zone to a Report to Location, and from the Report to Location back to the edge of the Studio Zone will be paid either;
 - (i) At the Technician's regular straight-time (1X) rate according to "Schedule 1" and/or a Technician's Deal Memo; or
 - (ii) Based on the following travel time outside the Studio Zone:
 - (A) \$5 per day for travel time up to 15 minutes outside the Studio Zone.
 - (B) \$10 per day for travel time over 15 minutes and up to 30 minutes outside the Studio Zone.
- (b) Travel time will not apply toward overtime and meal premiums, but will apply toward turnaround premiums;
- (c) The Producer and the Union may determine a fixed amount of travel time between the edge of the Studio Zone and a specific Report to Location that will apply equally to all Technicians;
- (d) When working at a Report to Location and overnight accommodations are not provided, the provisions of Article 7.03 (Meal Breaks) shall apply.
- (e) If a Technician working at a "Report to Location" does not receive the appropriate turnaround period for more than two (2) consecutive work days in any given work week, upon request by the Technician, the Producer will make reasonable efforts to provide said Technician the following for the remainder of "Report to Location" days within such work week:
 - (i) the Producer will make reservations for and pay the full costs of suitable single room accommodation;
 - (ii) for the first night of accommodations, should a catered hot meal not be provided after the second six (6) hour work period, the Producer will pay a Thirty Dollars (\$30.00) daily Dinner expense; and,
 - (iii) for each day accommodations continue to be provided, save and except when the Producer actually provides for a meal as set out in Article 7.03, the Producer shall pay the following;

Breakfast	\$14.50
Lunch	\$20.50
Dinner	\$30.00
- (iv) When the Producer provides overnight accommodations, call and wrap times shall be at set.
- (v) The provisions of 9.03(e)(iii) shall not apply to "courtesy" accommodations.
- (f) In consultation with the Union, the Producer may designate up to two (2) "Report to Location(s)" that fall within fifteen kilometers (15 km) but do not exceed an average driving time of fifteen (15) minutes from the edge of the Studio Zone for Vancouver, and those Report to Locations will be deemed as within the Studio Zone and the provisions of Article 9.03 shall not be applicable to work at those location(s).

ARTICLE 10 - Distant Locations

10.01 Boundary

A "Distant Location" is any work location that is situated further than twenty-five kilometers (25 km) or more than an average driving time of one-half (½) hour from the edge of the Studio Zone.

10.02 Meal Expenses

- (a) When work occurs at a Distant Location, the Producer shall pay each Technician working at such location a daily meal allowance of Sixty-Five Dollars (\$65.00). Any meals provided by the Producer may be deducted from the daily allowance at the rate set-out in Article 9.03(e). The daily meal allowance for work at a Distant Location shall be broken out as follows:

Breakfast	\$14.50
Lunch	\$20.50
Dinner	\$30.00

- (b) On the day of departure, when travel time to a Distant Location is four (4) hours or less no breakfast per diem will apply and the Producer may reduce the daily meal allowance by the amount of \$14.50.
- (c) On the day of return, when travel time from a Distant Location is four (4) hours or less no dinner per diem will apply and the Producer may reduce the daily meal allowance by the amount of \$30.00.
- (d) A Technician housed at a Distant Location will be paid a minimum per diem of Sixty-Five Dollars (\$65.00) for each day off. The day of departure and the day of return shall be considered distant location days, not days off.

10.03 Travel Expenses

When work occurs at a Distant Location, the Producer shall pay each Technician working at such location the following transportation cost, if transportation is not actually provided by the Producer:

- (a) Transportation expenses on scheduled carriers, covering Economy Air or First Class Rail Fare;
- (b) All local ground transportation expenses, including transportation to and from airports or train stations;
- (c) A mileage allowance of Thirty-Five Cents (35¢) per kilometer, if the Technician is required to use his or her own automobile. Technicians will be required to keep a mileage log in this situation. Mileage allowance will not be allowed for Technicians who drive back and forth to the set each day from their accommodations, provided that such accommodations are within twenty-five kilometers (25 km) but does not exceed an average driving time of one-half (½) hour of the set. Technicians are to confirm and show evidence that their vehicle is insured for business use;
- (d) Where a Technician leases or rents a vehicle at the authorization of the Producer, the Producer shall pay all costs of leasing or renting;
- (e) Excess baggage handling charges, if the equipment or other material is required by the Producer;
- (f) Travel time shall apply towards overtime and turnaround premiums;
- (g) The Producer agrees to originate all calls from the edge of the Studio Zone for the purpose of determining travel time.
- (h) A travel day for Distant Locations will be considered part of the regular workweek and paid according to "Schedule 1" of this Agreement. On any day of the work week (including sixth (6th) days, seventh (7th) days, or holidays) on which a Technician travels only, the Technician shall receive four (4) hours pay at the Technician's regular straight-time (1X) rate, or pay for time actually spent traveling, whichever is greater, but in no event more than eight (8) hours pay at straight-time (1X). Travel only days shall not be considered work days for the purposes of computing overtime or weekend turnaround premiums. Daily turnaround applies on travel only days.

10.04 Accommodation Expenses

The Producer shall make the reservations for and pay the full costs of suitable single room accommodation for each Technician.

10.05 Payment of Expenses

- (a) The Producer shall provide each Technician with an advance payment of meal expenses and, when not actually providing the transportation and accommodation, shall advance to each Technician, a sum sufficient to pay the total amount of said transportation and accommodation expenses, provided that the Technician must provide receipts.
- (b) The advance payment must be made prior to the Technician incurring the expenses.
- (c) When a Technician is required to work outside of Canada, all expenses that become payable pursuant to this Article, shall be paid in Canadian Dollars except when working in the United States when the expenses shall be paid in U.S. Dollars in the numerical amounts provided herein.

ARTICLE 11 - Pay Period and Fringe Benefits

11.01 Pay Period

The Producer shall pay the Technician no later than the fifth (5th) day of the week following the week worked. In the case of a Personal Corporation representing a Technician, the Producer need not pay or deduct Canada Retirement Plan or Employment Insurance contributions.

11.02 Vacation Pay

The Producer agrees to pay a sum equal to four percent (4%) of the Technician's gross wages, or in lieu of, as Vacation Pay each week in addition to the Technician's wages.

11.03 Retirement Plan

The Producer shall contribute a sum equal to two percent (2%) of the Technician's gross wages as, or, in lieu of, a Retirement Plan contribution each week in addition to the Technician's wages.

If a member of the Union is eligible to participate in a Retirement Plan (the "Plan") sponsored by the Union, the Producer will honour the written authorization of the Technician to deduct from the Technician's compensation the specified standard and uniform amount to be remitted to the Plan.

The Union and the Plan Administrator shall confirm in writing that Technicians are eligible to participate and shall provide any other information relevant to the proper administration of authorized contributions to the Producer or its designated payroll service.

11.04 Union Levy and CMPA-BC Contract Administration Fee

Contributions provided for in Section 11.04 (a) and (b) will be used to promote programs of industry education, training, negotiation and administration of Collective Agreements, research and promotion, such programs serving to expand the market for the services of the BC motion picture industry, improve the technical and business skills of Producers, stabilize and improve labour relations, and promote, support and improve the employment opportunities for Technicians.

The Producer shall pay a levy to the Union and a Contract Administration Fee (the "Administration Fee") to the CMPA-BC, no later than twelve (12) days after the end of each payroll week.

- (a) **CMPA Members:** If the Producer is a member in good standing of the CMPA as of the date of remittance of the Administration Fee, the Producer shall pay:
 - (i) to the Union, a sum equal to one percent (1%) of the Gross Wages of each Technician. This sum may not be reduced or waived without the written agreement of the Union.
 - (ii) to the CMPA-BC, a sum equal to one percent (1%) of the Gross Wages of each Technician. This sum may not be reduced or waived without the written agreement of the CMPA-BC.

- (b) **Non-Members:** If the Producer is not a Member in Good Standing of the CMPA as of the date of the remittance of the Administration Fee, the Producer shall pay directly to the Union a sum equal to two point five percent (2.5%) of the Gross Wages of each Technician on all productions, two percent (2%) of the Gross Wages in the case of features budgeted at less than Three Million Six Hundred Thousand Dollars (\$3,600,000).

All amounts collected under this paragraph 11.04(b) shall be divided as follows:

- (i) a sum equal to one percent (1%) of the Gross Wages shall be retained by the Union. This sum due to the Union may not be reduced or waived without the written agreement of the Union; and
 - (ii) a sum equal to one point five percent (1.5%) of Gross Wages, or one percent (1%) of the Gross Wages in the case of features budgeted at less than Three Million Six Hundred Thousand Dollars (\$3,600,000) shall be paid to the Union on behalf of the CMPA-BC. The Union shall remit the CMPA-BC's share of the Administration Fee collected pursuant to this paragraph, itemized by Production to the CMPA-BC within fifteen (15) days of the end of each month. This sum due to the CMPA-BC may not be reduced or waived without the written agreement of the CMPA-BC.
- (c) A Member in Good Standing of the CMPA is defined as a member whose payments to the CMPA for membership dues and payments to the CMPA-BC for Administration Fees are up to date.
- (d) The Union shall send a list of all productions to the CMPA-BC on an ongoing and regular basis. The list shall contain the title of the Production, the name and address of the Producer, the shooting dates, location, and the CMPA membership as declared.

11.05 Health and Welfare Levy

The Producer shall pay the Union a Health and Welfare Levy equivalent to five point five percent (5.5%) of the gross wages of all Technicians, payable weekly no later than twelve (12) days after the end of pay-roll week.

ARTICLE 12 - Insurance

12.01 Worker's Compensation

The Producer shall register with the Worker's Compensation Board upon signing this Agreement and provide proof of such registration to the Union.

12.02

The Producer shall provide the following minimum level of benefits to all Technicians engaged pursuant to this Agreement. The Producer may meet its obligations hereunder, by purchasing and paying the full cost of an Insurance Policy or Policies.

- (a) Comprehensive General Liability, with a minimum coverage of One Million Dollars (\$1,000,000) for each occurrence;
- (b) On request by the Union the Producer shall provide to same, certified copies of the Insurance Policies.

ARTICLE 13 - Rushes, Production Meetings and Surveys

13.01

The Producer need not pay a Technician for the time spent at the screening of rushes unless the Producer requires the Technician to be there or unless the Technician's Deal Memorandum provides otherwise. If the Producer requires the Technician to attend the screening of rushes, production meetings, surveys and/or auditions the time spent shall be considered as time worked.

ARTICLE 14 - Screen Credits

14.01 Screen Credits

- (a) Any Department Head or Key may negotiate a screen credit at the time of signing a Deal Memorandum.
- (b) Notwithstanding any credit individually negotiated; in the case of features for theatrical distribution, all Department Heads and Keys employed for the run of the production on a weekly basis for at least one-third (1/3) of the shooting schedule, shall receive screen credit in their category in accordance with standard industry practice.
- (c) In the case of made for television films or television series, screen credits will be given in accordance with Network Standards.

14.02 ACFC Logo & CMPA Logo

The ACFC logo will appear as a screen credit in accordance with standard industry practice. Where possible, the CMPA logo will also appear in accordance with standard industry practice on Productions produced by CMPA member companies.

ARTICLE 15 - Illness or Injury

15.01 Absence Due to Illness or Injury

In the event that a Technician is taken ill or injured during the working day and is unable to complete the day's work, the Producer agrees to pay the Technician for a minimum of four (4) hours at straight-time (1X) for that day, or pay for the time worked, whichever is greater.

ARTICLE 16 - Notice of Termination or Cancellation

16.01 Cancellation of Calls

- (a) If a Producer cancels a Technician's scheduled work day by giving written or verbal notice at least twenty-four (24) hours before the Technician's call, or before the end of the previous work day, then the Producer need not pay the Technician for the cancelled work day. Such a cancelled work day cannot be considered a day off for the calculation of sixth (6th) and seventh (7th) days.
- (b) If the Producer fails to give the Technician notice as per Article 16.01 (a), then the Producer shall pay the Technician for a minimum of eight (8) work hours as per "Schedule 1" of this Agreement, unless the cancelled call was for a one-half day (½) call or travel only, in which case the Technician shall be paid for a four (4) hour minimum call.
- (c) **Weather-Permitting Calls:** Notwithstanding (a) and (b) above, the Producer may issue a 'weather-permitting' call for adverse environmental conditions (such as storms, snow, extreme cold or heat) where it may be deemed unsafe for shooting and/or travel to or from the worksite. A weather-permitting call shall be issued prior to the Technician's dismissal for the day and for persons not on payroll up to twelve (12) hours prior to their call time. The Producer shall provide notice to the Union when issuing a weather-permitting call. The Producer may cancel a weather-permitting call up to two (2) hours before the scheduled call time, and in such event, the Technician shall be paid for a four (4) hour minimum call at the Technician's negotiated hourly rate. If sufficient notice of the cancellation of a weather-permitting call is not given to the Technician, then (b) above shall apply. The foregoing shall in no way be construed to limit the Producer's rights under 16.03.

16.02 Notice of Termination (Including Layoff)

- (a) The Producer may terminate any Technician employed or engaged on a weekly basis who has worked on the production for sixty (60) or fewer consecutive work days without cause by giving the Technician one (1) week's written

notice, or one (1) week's pay in lieu of notice, or a combination thereof. Such Technician may also terminate their employment or engagement without justification, only by giving the Producer one (1) week of written notice.

- (b) The Producer may terminate any Technician employed or engaged on a weekly basis who has worked on the production for more than sixty (60) consecutive work days without cause by giving the Technician two (2) week's written notice, or two (2) week's pay in lieu of notice, or a combination thereof. Such Technician may also terminate their employment or engagement without justification, only by giving the Producer two (2) week's written notice.
- (c) However, if termination is due to the scheduled completion of a production then any Technician employed or engaged on a weekly basis will be considered sufficiently notified by one (1) week's written notice, or one (1) week's pay in lieu of notice, or a combination thereof.
- (d) All notices of termination of a Technician's Deal Memorandum, whether by the Producer or by the Technician, must be in writing and a copy sent to the Union business office as soon as possible.

16.03 Act of God or Force Majeure

- (a) The Producer or the Technician may terminate a Deal Memorandum without any penalty or liability in any case where the contract cannot be performed because of an Act of God or Force Majeure.
- (b) The Producer, Technician or the Union may grieve the termination of a Technician's Deal Memorandum because of an Act of God or Force Majeure under Article 16.03(a) through the procedures set out in this Agreement and the burden of proving that the termination was because of an alleged Act of God or Force Majeure shall be on the person terminating the Deal Memorandum.

16.04 Termination For Cause

- (a) The Producer may instantly terminate a Technician's Deal Memorandum if the Technician voluntarily refuses to perform the function as specified in the Technician's Deal Memorandum (subject to Article 17.03), or the Technician fails to comply with the Producer's request to provide the required residency documentation as per Article 5.10, or for incompetence in performance of the duties for which the Technician was hired, or for incompetence while under the influence of alcohol or non-prescription drugs sufficient that the Technician's ability to perform their duties is seriously impaired or is a safety hazard to himself/herself and/or fellow workers. A week's notice or a week's severance pay in this instance is not applicable.
- (b) The Producer shall provide the Union with the details of any dismissal for just and sufficient cause.
- (c) The Producer shall provide the Technician with written reason(s) for the termination under Article 16.04(a) within twenty-four (24) hours of the Technician requesting them.
- (d) The Technician or the Union may grieve the Technician's dismissal under Article 16.04(a) through the procedure set out in this Agreement and the burden of proving that the dismissal was for just and sufficient cause shall be on the Producer.

16.05 Guaranteed Days

There are no guarantees of employment beyond one (1) day for Technicians employed or engaged on a daily basis, or one (1) week for Technicians employed or engaged on a weekly basis. The Producer shall pay the Technician for the number of days set out in the Technician's Deal Memorandum unless:

- (a) The Producer has terminated the Technician's Deal Memorandum without cause by giving the Technician written notice, or pay in lieu of notice, or a combination thereof under Article 16.02;
- (b) The Producer has terminated the Deal Memorandum for just and sufficient cause under Article 16.04(a);
- (c) Either the Producer or the Technician has terminated the Deal Memorandum because of an Act of God or Force Majeure under Article 16.03; and/or
- (d) The Producer and the Technician have both agreed to terminate the Deal Memorandum.

16.06 Labour Disputes

If the making of a production is prevented or interrupted by reason of a labour dispute, then the Producer may either cancel work on the production or make suitable arrangements with the Technicians and the Union to allow the completion of the production. If the production is cancelled, then the Producer shall pay to the Union all remittances and to each Technician all gross wages and expenses outstanding to the date of cancellation. Any Technician contracted to work on the production shall have the right of first refusal for the position for which he or she was contracted if the production resumes, subject to the Technician being available.

16.07 Recall For Service

Should a Technician be recalled for any reason, including, but not limited to, retakes or additional photography, the Producer shall adhere to all terms of this Agreement. These terms and conditions shall continue to be in effect until such retakes or additional photography are completed. Deal Memorandums for Technicians recalled shall also be in effect.

16.08 Deal Memorandum Grievances

- (a) All Deal Memorandums between the Producer and any Technician with respect to the production are deemed to be incorporated into this Agreement;
- (b) The Producer or any Technician may enforce the Deal Memorandum between them or settle any dispute arising out of the interpretation, application, administration or alleged violation of that Deal Memorandum, including any questions as to whether a matter is arbitrable, by recourse to the grievance and arbitration provisions in Article 18.

16.09 Crew Lists, Shooting Schedules, Call Sheets

The Producer shall forward to the Union business office on, or before, the first (1st) day of production a list of all Technicians working on the production, a daily call sheet and an updated shooting schedule.

16.10 Performance Bond

- (a) The Producer shall provide the Union with a Letter of Credit, Cash Bond or a Corporate Guarantee satisfactory to the Union. The Cash Bond must be equal to a minimum of Twenty-Five Thousand Dollars (\$25,000.00) and not more than the approximate equivalent of a maximum of two (2) week's wages based on the contracted rates, unless otherwise negotiated. Notwithstanding the foregoing, members in good standing of the CMPA may provide the Union with either a Cash Bond of Twenty Thousand Dollars (\$20,000.00) on a production-by-production basis, or a floating Cash Bond of Twenty Five Thousand Dollars (\$25,000.00) with interest flowing back to the Producer. The Bond must be posted ten (10) business days prior to the commencement of principal photography.
- (b) Unless the Performance Bond is a Corporate Guarantee or Letter of Credit, the Bond will be held by the Union in trust, as a security deposit in the case of default by the Producer. In the event that the Producer defaults on any of its payroll obligations, then the Union shall be entitled, at any time following written notice to the Producer, to draw upon the Bond or Letter of Credit.
- (c) Upon notice to the Producer, the Union may claim against the Bond, Letter of Credit or Corporate Guarantee for any wages, Vacation Pay, Producer's Levy, Retirement Plan Contributions, Health and Welfare Levy or Work Permit fees not paid by the Producer in accordance with this Agreement.
- (d) The Union shall apply any money claimed under Article 16.10 (b) as follows:
 - (i) first, up to one (1) week of unpaid Wages, Vacation Pay and RSP contribution per Technician;
 - (ii) second, to any unpaid Health and Welfare Levy;
 - (iii) third, to any unpaid Producer's Levy and Work Permit fees; and
 - (iv) lastly, to any remaining unpaid Wages, Retirement Plan contributions and Vacation Pay as defined in this Agreement.
- (e) The Cash Bond shall be returned to the Producer within thirty (30) days of the completion of principal photography. In the case of a dispute as to the payment, the Union may retain the equivalent of the amount in dispute until the matter is resolved.

ARTICLE 17 - Work Conditions

17.01

The Producer and the Technicians shall work together to assure work conditions are safe and compliance by them with any safety rules contained herein or established by the Producer.

- (a) The Producer agrees to provide adequate washroom facilities, water, heat, light, power, and first aid, as well as adequate ventilation in work areas where construction or painting takes place.
- (b) A Technician who is required to drive may consider fatigue due to long hours of work a health hazard, and the Producer will correct this situation without prejudice to the Technician.

17.02

A Technician shall inform the Producer, Production Manager or the Technician's supervisor of any working conditions which the Technician reasonably believes may be hazardous or unsafe.

17.03

A Technician may refuse to do any work or perform any tasks that the Technician reasonably believes may be hazardous or unsafe and shall report the reasons for the refusal to the Technician's supervisor, the Production Manager or Producer.

17.04

The Producer shall investigate the reasons for refusal to work under Article 17.03 and shall correct any unsafe conditions in consultation with the Technician and Crew Representative.

17.05

The Technician may continue to refuse work without loss of pay, if, after consulting with the Producer and under Article 17.04, the Technician has reasonable grounds to believe that the work or the task may still endanger the Technician.

ARTICLE 18 - Grievance and Arbitration Procedures

18.01 No Strikes or Lockouts

There shall be no strikes or lockouts while this Agreement continues to operate.

18.02 Compulsory Arbitration

- (a) It is specifically agreed that in the event any disputes arise out of the interpretation, application or alleged violation of this Agreement or any Deal Memorandum deemed to be a part of this Agreement, including any question as to whether a matter is arbitrable, the same shall be settled by means of the procedures set out herein.
- (b) Both the Producer and the Union recognize the need to settle grievances as quickly and amicably as possible, given the short term of the production schedules involved. Therefore, a grievance must be filed in writing within thirty (30) calendar days of the occurrence of the grievance, or within thirty (30) calendar days after the facts underlying the grievance became known or should have become known whichever is later, but in no event later than thirty (30) calendar days following the close of principal photography on that production.

18.03 Individual Grievances

- (a) A Technician may file a grievance through the Crew Representative, in writing, concerning any complaint they have about the Producer's interpretation, application or alleged violation of this Agreement, or their Deal Memorandum as it affects them on the production.
- (b) The Crew Representative shall submit the grievance in writing to the Union office.
- (c) With the exception of Deal Memo, payroll and monetary issues, all grievances should be filed in writing within seventy-two (72) hours of a Technician becoming aware of a disgruntled situation.

18.04 Crew Grievances

A Crew Representative may file a written Step 1 (Article 18.06 (a)) grievance on behalf of the crew or any Technician concerning any complaint about the Producer's interpretation, application or alleged violation of this Agreement, or any Deal Memorandum deemed part of this Agreement.

18.05 General Grievance

Either the signatory Producer, the CMPA-BC or the Union may file a written Step 2 (Article 18.06 (b)) grievance with the other about the other's interpretation, application or alleged violation of this Agreement or any Deal Memorandum deemed to be part of this Agreement.

18.06 Grievance Procedure

Grievances shall be settled according to the following procedure:

- (a) **STEP 1:**
As soon as is practicable after a grievance has been received or filed, the crew representative shall meet with the Production Manager to discuss and attempt to resolve the grievance in a fair and amicable manner. If the Technician, crew representative and the Production Manager are satisfied with the proposed resolution of the grievance, the grievance procedure ends.
- (b) **STEP 2:**
A Technician, Crew Representative or Producer who is not satisfied with the proposed resolution of the grievance may refer the grievance to the Union business office. Within forty-eight (48) hours of receiving the grievance at the Union business office, an authorized representative of the Union shall contact the Producer's representative on the production to discuss the grievance. In the event that the representative of the Union and the representative of the Producer cannot reach agreement within five (5) calendar days after a meeting is arranged and held, the matter shall be referred to the Business Manager of the Union and the Labour Relations Representative of the Producer.
- (c) **STEP 3:**
In the event that the Business Manager of the Union and the Labour Relations Representative of the Producer are unable to resolve the dispute within ten (10) calendar days after completion of Step 3, it shall be referred to Step 4, provided, however, that any dispute over the intent and application of this Agreement not resolved in Step 3 shall be submitted to the Consultation Committee in accordance with Article 2.06 before proceeding to Step 4.
- (d) **STEP 4:**
If the Producer and the Union cannot resolve the grievance within ten (10) calendar days after the completion of Step 3, or in the case of a dispute submitted to the Consultation Committee, ten (10) calendar days after recommendations by the Consultation Committee, the grievance procedure under this Agreement shall be deemed to have been exhausted and either the Producer or the Union may proceed to final and binding arbitration pursuant to the *Labour Relations Code* of the Province of British Columbia before a Single Arbitrator selected from the list of Arbitrators of the B.C. Arbitrator's Association, or from a list of arbitrators mutually agreed to by the Union and the CMPA-BC. An Arbitrator named on the above list may at any time by mutual agreement be bypassed or removed from the list and another Arbitrator substituted.
- (e)
 - (i) If the Parties fail to agree on an Arbitrator within five (5) days after one Party has served written notice on the other Party of its referral of the matter to Arbitration, the *Ministry of Labour* shall, at the request of either Party, appoint the Arbitrator in accordance with section 86 of the *Labour Relations Code*. If one party refuses to participate in the selection process of an Arbitrator within five (5) days after one Party has served written notice on the other Party of its referral of the matter to Arbitration, then the Party which refuses to participate in the Arbitrator selection process shall be deemed to have waived the right to participate in that process and the Arbitrator shall be selected solely by the other Party. In either event, and regardless of whether one or both Parties participate in the ensuing arbitration process, the Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on both Parties to the Agreement and fully enforceable in a Court of competent jurisdiction.
 - (ii) The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, or adjustments consistent herewith. The Arbitrator shall not have the authority to alter in any way provisions of this Agreement.

- (iii) The Arbitrator's fees and expenses and a court reporter's fees (the latter only when both Parties request a reporter) shall be borne equally by both Parties. Expenses of witnesses, however, shall be borne by the Party who calls them.
- (f) The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate Step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.
- (g) In order to encourage the resolution of disputes and grievances at STEP 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent-setting.

ARTICLE 19 - Term of Agreement

19.01

This Agreement shall be effective on all productions which commence principal photography after 12:01 am, June 1, 2021, and until 11:59 pm, March 31, 2024 and shall continue in full force and effect from year to year thereafter unless changed as provided in Article 19.02. All production agreements signed prior to the effective date of this Agreement shall remain in full force and effect for the duration of that production (including a cycle of a television series) unless the parties thereto agree otherwise.

19.02

The Union and the CMPA-BC agree to commence negotiations concerning a new agreement at least ninety (90) days prior to the expiration date of this Agreement. If the Union and the CMPA-BC have been unable to reach agreement on the provisions of a new Agreement prior to such expiry date, the Agreement shall continue to be binding on a day-to-day basis until a new Agreement is established.

19.03

Except for modifications made pursuant to the Enabling provision (Article 2.02), this Agreement shall not be amended or supplemented except by mutual consent of the Union and the CMPA-BC, reduced to writing and duly signed by each other.

19.04

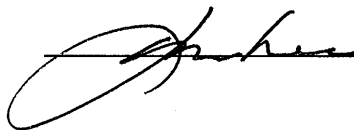
This Agreement shall remain in full force and effect for the duration of any production (including a cycle of a television series) where principal photography has commenced under the terms of this Agreement.

Signed and subscribed as of 28th day of June, 2021.

ACFC West, Local 2020 Unifor



Canadian Media Producers Association -
BC Producers Branch



EXECUTION OF AGREEMENT

In witness of this agreement and its schedules attached, the signatory Producer and the Union have caused this Agreement to be executed, by their duly Authorized Representatives this _____day
of _____, **20**____ This Agreement shall only be for the production entitled:

Authorized Representative for the Producer

Witness

Authorized Representative for
ACFC West, Local 2020 Unifor

Witness

Authorized Representative for
ACFC West, Local 2020 Unifor

Witness

SCHEDULE 1
Scale Rates
For the period of June 1, 2021 – April 2, 2022

Department	Tier A	Tier B	Tier C
	Low Budget Productions (Under \$5 Million)	Series over \$5 Million; Features / Long-form \$5 Million-\$8 Million	Features / Long Form Over \$8 Million
	All rates in CDN\$	June 1, 2021	June 1, 2021
1	ACCOUNTS		
	Assistant Accountants	31.20	32.76
	Account Clerks	25.48	27.04
2	ART DEPARTMENT		
	Production Designer/Art Director	**Negotiable	**Negotiable
	1st Assistant Art Director	28.08	29.64
	Draftsperson/Graphics	28.08	29.64
	Art Department Co-ordinator	28.08	29.64
	Art Department Assistant	25.48	27.04
3	CONSTRUCTION		
	Construction Co-ordinator	**Negotiable	**Negotiable
	Head Carpenter	32.76	34.32
	Lead Carpenter/Sculptor	31.20	32.76
	Carpenter/Buyer	30.16	31.72
	Assistant Carpenter	25.48	27.04
	Labourer	21.84	23.40
4	CONTINUITY		
	Script Supervisor	31.20	32.76
5	COSTUME		
	Costume Designer	**Negotiable	**Negotiable
	Assistant Costume Designer	31.20	32.76
	Wardrobe Supervisor	31.20	32.76
	Truck Costumer/Wardrobe Assistant/Buyer/Cutter	28.08	29.64
	Costumer/Seamstress/Stitcher/Sewer	25.48	27.04
6	CRAFT SERVICES		
	Craft Services/First Aid	31.20	32.76
	Craft Services/First Aid Assistant	27.04	28.60
	First Aid Assistant	25.48	27.04
	Craft Service Assistant	21.84	23.40
7	EDITING		
	Editor	31.20	32.76
	1st Assistant Editor	28.08	29.64
	2nd Assistant Editor	25.48	27.04
8	*Electric		
	Gaffer	31.20	32.76
	Genny Operator	28.08	29.64
	Best Boy/Rigging	28.08	29.64
	Lamp Operator	25.48	27.04
9	GREENS		
	Head Greensman	31.20	32.76
	Lead Greensman/Best Boy	28.08	29.64
	Greensman	25.48	27.04
10	GRIP		
	Key Grip	31.20	32.76
	Dolly Grip	29.64	31.20
	Best Boy/Rigging	28.08	29.64
	Grip	25.48	27.04
11	HAIRDRESSER		
	Hair Stylist	31.20	32.76
	Assistant Hairdresser	28.08	29.64
	2nd Assistant Hairdresser	25.48	27.04

Department	Tier A		Tier B		Tier C	
	Low Budget Productions (Under \$5 Million)		Series over \$5 Million; Features / Long-form \$5 Million-\$8 Million		Features / Long Form Over \$8 Million	
12 MAKE-UP						
Make-up Artist		31.20		32.24		32.76
Assistant Make-up		28.08		29.12		29.64
2nd Assistant Make-up		25.48		26.52		27.04
13 PRODUCTION OFFICE						
Production Co-ordinator		31.20		32.24		32.76
Assistant Co-ordinator		28.08		29.12		29.64
2nd Assistant Co-ordinator		25.48		26.52		27.04
14 PROPS						
Property Master		31.20		32.24		32.76
Lead Props Person		29.64		30.68		31.20
Props Buyer		28.08		29.12		29.64
Props Person		25.48		26.52		27.04
15 PROP BUILDING						
Prop Maker Foreman		**Negotiable		**Negotiable		**Negotiable
Assistant Foreman		31.20		32.24		32.76
Modeler/Sculptor		28.08		29.12		29.64
Journeyman		25.48		26.52		27.04
16 SCENIC ART						
Key Scenic Artist		32.24		33.28		33.80
Head Scenic Artist/Lead Hand		31.20		32.24		32.76
Scenic Artist/Plasterer/Sign Writer		30.16		31.20		31.72
Painter		26.52		27.56		28.08
Labourer		21.84		22.88		23.40
17 SECURITY						
Co-ordinator		28.08		29.12		29.64
Captain		25.48		26.52		27.04
Security		21.84		22.88		23.40
18 SET DECORATOR						
Set Decorator		31.20		32.24		32.76
Assistant Set Decorator		29.64		30.68		31.20
Set Dec Buyer		29.12		30.16		30.68
On Set Dresser		28.08		29.12		29.64
Lead Dresser		28.08		29.12		29.64
Set Dresser		25.48		26.52		27.04
Assistant Set Dresser		22.62		23.66		24.18
19 SOUND						
Sound Mixer/Recordist		**Negotiable		**Negotiable		**Negotiable
Boom Operator		31.20		32.24		32.76
Cable Puller		25.48		26.52		27.04
20 SPECIAL EFFECTS						
Special Effects		31.20		32.24		32.76
1st Assistant Special Effects		28.08		29.12		29.64
Special Effects Technician		25.48		26.52		27.04
21 TRANSPORTATION						
Transportation Co-ordinator		**Negotiable		**Negotiable		**Negotiable
Captain		29.64		31.46		31.98
Special Equipment Driver/Co-Captain		28.08		29.12		30.16
Driver		25.48		26.52		27.04
22 ALL OTHERS						
Including: Publicist; Animal Co-ordinator, Animal Wrangler and Assistant Animal Wrangler; Chef and Assistant Chef/Caterer; and Marine Co- ordinator and Boat Wrangler		**Negotiable		**Negotiable		**Negotiable

Scale Rates
For the period of April 3, 2022 – April 1, 2023

Department	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>
	Low Budget Productions (Under \$5 Million)	Series over \$5 Million; Features /Long-form \$5 Million-\$8 Million	Features / Long Form Over \$8 Million
<i>All rates in \$CAD</i>	April 3, 2022	April 3, 2022	April 3, 2022
1 ACCOUNTS	\$CAD	\$CAD	\$CAD
Assistant Accountants	31.82	32.88	33.42
Account Clerks	25.99	27.05	27.58
2 ART DEPARTMENT			
Production Designer/Art Director	**Negotiable	**Negotiable	**Negotiable
1st Assistant Art Director	28.64	29.70	30.23
Draftsperson/Graphics	28.64	29.70	30.23
Art Department Co-ordinator	28.64	29.70	30.23
Art Department Assistant	25.99	27.05	27.58
3 CONSTRUCTION			
Construction Co-ordinator	**Negotiable	**Negotiable	**Negotiable
Head Carpenter	33.42	34.48	35.01
Lead Carpenter/Sculptor	31.82	32.88	33.42
Carpenter/Buyer	30.76	31.82	32.35
Assistant Carpenter	25.99	27.05	27.58
Labourer	22.28	23.34	23.87
4 CONTINUITY			
Script Supervisor	31.82	32.88	33.42
5 COSTUME			
Costume Designer	**Negotiable	**Negotiable	**Negotiable
Assistant Costume Designer	31.82	32.88	33.42
Wardrobe Supervisor	31.82	32.88	33.42
Truck Costumer/Wardrobe			
Assistant/Buyer/Cutter	28.64	29.70	30.23
Costumer/Seamstress/Stitcher/Sewer	25.99	27.05	27.58
6 CRAFT SERVICES			
Craft Services/First Aid	31.82	32.88	33.42
Craft Services/First Aid Assistant	27.58	28.64	29.17
First Aid Assistant	25.99	27.05	27.58
Craft Service Assistant	22.28	23.34	23.87
7 EDITING			
Editor	31.82	32.88	33.42
1st Assistant Editor	28.64	29.70	30.23
2nd Assistant Editor	25.99	27.05	27.58
8 *Electric			
Gaffer	31.82	32.88	33.42
Genny Operator	28.64	29.70	30.23
Best Boy/Rigging	28.64	29.70	30.23
Lamp Operator	25.99	27.05	27.58
9 GREENS			
Head Greensman	31.82	32.88	33.42
Lead Greensman/Best Boy	28.64	29.70	30.23
Greensman	25.99	27.05	27.58
10 GRIP			
Key Grip	31.82	32.88	33.42
Dolly Grip	30.23	31.29	31.82
Best Boy/Rigging	28.64	29.70	30.23
Grip	25.99	27.05	27.58
11 HAIRDRESSER			
Hair Stylist	31.82	32.88	33.42
Assistant Hairdresser	28.64	29.70	30.23
2nd Assistant Hairdresser	25.99	27.05	27.58

	Department	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>
		Low Budget Productions (Under \$5 Million)	Series over \$5 Million; Features /Long-form \$5 Million-\$8 Million	Features / Long Form Over \$8 Million
12	MAKE-UP			
	Make-up Artist	31.82	32.88	33.42
	Assistant Make-up	28.64	29.70	30.23
	2nd Assistant Make-up	25.99	27.05	27.58
13	PRODUCTION OFFICE			
	Production Co-ordinator	31.82	32.88	33.42
	Assistant Co-ordinator	28.64	29.70	30.23
	2nd Assistant Co-ordinator	25.99	27.05	27.58
14	PROPS			
	Property Master	31.82	32.88	33.42
	Lead Props Person	30.23	31.29	31.82
	Props Buyer	28.64	29.70	30.23
	Props Person	25.99	27.05	27.58
15	PROP BUILDING			
	Prop Maker Foreman	**Negotiable	**Negotiable	**Negotiable
	Assistant Foreman	31.82	32.88	33.42
	Modeler/Sculptor	28.64	29.70	30.23
	Journeyman	25.99	27.05	27.58
16	SCENIC ART			
	Key Scenic Artist	32.88	33.95	34.48
	Head Scenic Artist/Lead Hand	31.82	32.88	33.42
	Scenic Artist/Plasterer/Sign Writer	30.76	31.82	32.35
	Painter	27.05	27.11	28.64
	Labourer	22.28	23.34	23.87
17	SECURITY			
	Co-ordinator	28.64	29.70	30.23
	Captain	25.99	27.05	27.58
	Security	22.28	23.34	23.87
18	SET DECORATOR			
	Set Decorator	31.82	32.88	33.42
	Assistant Set Decorator	30.23	31.29	31.82
	Set Dec Buyer	29.70	30.76	31.29
	On Set Dresser	28.64	29.70	30.23
	Lead Dresser	28.64	29.70	30.23
	Set Dresser	25.99	27.05	27.58
	Assistant Set Dresser	23.07	24.13	24.66
19	SOUND			
	Sound Mixer/Recordist	**Negotiable	**Negotiable	**Negotiable
	Boom Operator	31.82	32.88	33.42
	Cable Puller	25.99	27.05	27.58
20	SPECIAL EFFECTS			
	Special Effects	31.82	32.88	33.42
	1st Assistant Special Effects	28.64	29.70	30.23
	Special Effects Technician	25.99	27.05	27.58
21	TRANSPORTATION			
	Transportation Co-ordinator	**Negotiable	**Negotiable	**Negotiable
	Captain	30.23	32.09	32.62
	Special Equipment Driver/Co-Captain	28.64	29.70	30.76
	Driver	25.99	27.05	27.58
22	ALL OTHERS			
	Including: Publicist; Animal Co-ordinator, Animal Wrangler and Assistant Animal Wrangler; Chef and Assistant Chef/Caterer; and Marine Co-ordinator and Boat Wrangler	**Negotiable	**Negotiable	**Negotiable

Scale Rates
For the period of April 2, 2023 – March 31, 2024

	Department	<u>Tier A</u>	<u>Tier B</u>	<u>Tier C</u>
		Low Budget Productions (Under \$5 Million)	Series over \$5 Million; Features / Long Form \$5 Million-\$8 Million	Features / Long Form Over \$8 Million
	<i>All rates in \$CAD</i>	April 2, 2023	April 2, 2023	April 2, 2023
1	ACCOUNTS			
	Assistant Accountants	32.46	33.54	34.08
	Account Clerks	26.51	27.59	28.13
2	ART DEPARTMENT			
	Production Designer/Art Director	**Negotiable	**Negotiable	**Negotiable
	1st Assistant Art Director	29.21	30.30	30.84
	Draftsperson/Graphics	29.21	30.30	30.84
	Art Department Co-ordinator	29.21	30.30	30.84
	Art Department Assistant	26.51	27.59	28.13
3	CONSTRUCTION			
	Construction Co-ordinator	**Negotiable	**Negotiable	**Negotiable
	Head Carpenter	34.08	35.17	35.71
	Lead Carpenter/Sculptor	32.46	33.54	34.08
	Carpenter/Buyer	31.38	32.46	33.00
	Assistant Carpenter	26.51	27.59	28.13
	Labourer	22.72	23.80	24.35
4	CONTINUITY			
	Script Supervisor	32.46	33.54	34.08
5	COSTUME			
	Costume Designer	**Negotiable	**Negotiable	**Negotiable
	Assistant Costume Designer	32.46	33.54	34.08
	Wardrobe Supervisor	32.46	33.54	34.08
	Truck Costumer/Wardrobe			
	Assistant/Buyer/Cutter	29.21	30.30	30.84
	Costumer/Seamstress/Stitcher/Sewer	26.51	27.59	28.13
6	CRAFT SERVICES			
	Craft Services/First Aid	32.46	33.54	34.08
	Craft Services/First Aid Assistant	28.13	29.21	29.76
	First Aid Assistant	26.51	27.59	28.13
	Craft Service Assistant	22.72	23.80	24.35
7	EDITING			
	Editor	32.46	33.54	34.08
	1st Assistant Editor	29.21	30.30	30.84
	2nd Assistant Editor	26.51	27.59	28.13
8	*Electric			
	Gaffer	32.46	33.54	34.08
	Genny Operator	29.21	30.30	30.84
	Best Boy/Rigging	29.21	30.30	30.84
	Lamp Operator	26.51	27.59	28.13
9	GREENS			
	Head Greensman	32.46	33.54	34.08
	Lead Greensman/Best Boy	29.21	30.30	30.84
	Greensman	26.51	27.59	28.13
10	GRIP			
	Key Grip	32.46	33.54	34.08
	Dolly Grip	30.84	31.92	32.46
	Best Boy/Rigging	29.21	30.30	30.84
	Grip	26.51	27.59	28.13
11	HAIRDRESSER			
	Hair Stylist	32.46	33.54	34.08
	Assistant Hairdresser	29.21	30.30	30.84
	2nd Assistant Hairdresser	26.51	27.59	28.13

Department	<div> <div>Tier A</div> <div>Low Budget Productions</div> <div>(Under \$5 Million)</div> </div> <div> <div>Tier B</div> <div>Series over \$5 Million;</div> <div>Features / Long Form</div> <div>\$5 Million-\$8 Million</div> </div> <div> <div>Tier C</div> <div>Features / Long Form</div> <div>Over \$8 Million</div> </div>		
12 MAKE-UP			
Make-up Artist	32.46	33.54	34.08
Assistant Make-up	29.21	30.30	30.84
2nd Assistant Make-up	26.51	27.59	28.13
13 PRODUCTION OFFICE			
Production Co-ordinator	32.46	33.54	34.08
Assistant Co-ordinator	29.21	30.30	30.84
2nd Assistant Co-ordinator	26.51	27.59	28.13
14 PROPS			
Property Master	32.46	33.54	34.08
Lead Props Person	30.84	31.92	32.46
Props Buyer	29.21	30.30	30.84
Props Person	26.51	27.59	28.13
15 PROP BUILDING			
Prop Maker Foreman	**Negotiable	**Negotiable	**Negotiable
Assistant Foreman	32.46	33.54	34.08
Modeler/Sculptor	29.21	30.30	30.84
Journeyman	26.51	27.59	28.13
16 SCENIC ART			
Key Scenic Artist	33.54	34.62	35.17
Head Scenic Artist/Lead Hand	32.46	33.54	34.08
Scenic Artist/Plasterer/Sign Writer	31.38	32.46	33.00
Painter	27.59	28.67	29.21
Labourer	22.72	23.80	24.35
17 SECURITY			
Co-ordinator	29.21	30.30	30.84
Captain	26.51	27.59	28.13
Security	22.72	23.80	24.35
18 SET DECORATOR			
Set Decorator	32.46	33.54	34.08
Assistant Set Decorator	30.84	31.92	32.46
Set Dec Buyer	30.30	31.38	31.92
On Set Dresser	29.21	30.30	30.84
Lead Dresser	29.21	30.30	30.84
Set Dresser	26.51	27.59	28.13
Assistant Set Dresser	23.53	24.62	25.16
19 SOUND			
Sound Mixer/Recordist	**Negotiable	**Negotiable	**Negotiable
Boom Operator	32.46	33.54	34.08
Cable Puller	26.51	27.59	28.13
20 SPECIAL EFFECTS			
Special Effects	32.46	33.54	34.08
1st Assistant Special Effects	29.21	30.30	30.84
Special Effects Technician	26.51	27.59	28.13
21 TRANSPORTATION			
Transportation Co-ordinator	**Negotiable	**Negotiable	**Negotiable
Captain	30.84	32.73	33.27
Special Equipment Driver/Co-Captain	29.21	30.30	31.38
Driver	26.51	27.59	28.13
22 ALL OTHERS			
Including: Publicist; Animal Co-ordinator, Animal Wrangler and Assistant Animal Wrangler; Chef and Assistant Chef/Caterer; and Marine Co-ordinator and Boat Wrangler	**Negotiable	**Negotiable	**Negotiable

SCHEDULE 1 Scale Rates

****Negotiable Rates listed in this schedule will in no way be less than \$2.00 per hour more than the position listed below such negotiable rate (excluding "All Others").**

	Hours Worked	Rate
Day 1 through 5:	0 - 8 Hours	1X Basic Rate
	9, 10, 11, 12	1.5X Basic Rate
	13, 14, 15	2X Basic Rate
	16 plus	3X Basic Rate
Sixth Day Worked:	0 - 8 Hours	1.5X Basic Rate
	9 - 15 (Incl.)	2X Basic Rate
	16 plus	3X Basic Rate
Seventh Day Worked:	0 - 8 Hours	2X Basic Rate
	9 Plus	3X Basic Rate
Holiday Worked:	See Article 6.06.	
Meal Premium:	\$5.00 per quarter hour.	
Turnaround Premium:	Two times (2X) the prevailing hourly rate.	
Overtime & Premiums:	Shall be calculated in one-tenth (1/10 th) of an hour increments.	

Fringes:	Vacation Pay	4%
	Retirement Plan	2%
	Health & Welfare	5.5%
	Union Levy	1.0%
	CMPA-BC Administration Fee	1.0% or 1.5%*

*Please refer to Article 11.04 – Union Levy and CMPA-BC Contract Administration Fee

ELECTRIC**

Any individual working within the Electrics department who is required under the Electrical Safety Code of British Columbia to hold:

- a) a Journeyman Electrical Worker Qualification or a Full Entertainment Ticket, shall receive an additional Three Dollars (\$3.00) per hour, as part of their hourly rate, for the time their ticket is required.
- b) a Limited Entertainment Ticket, shall receive an additional Two Dollars (\$2.00) per hour, as part of their hourly rate, for the time their ticket is required.

**These payments are required up to the staffing requirements mandated by the Electrical Safety Code of British Columbia.

First Aid:

Persons with first aid qualifications other than First Aid/Craft Service Technicians, who are utilized for their first aid ticket to meet the criteria applicable under the Workers Compensation Act of British Columbia, shall receive, for the time their ticket is required, a minimum of One Dollar and Fifty Cents (\$1.50) per hour in addition to their scale or negotiated rate.

Note: If required to perform their first aid duties during their lunch break, the First Aid Attendant will be paid accordingly.

Short Term Upgrades:

If a Technician is required to perform work in a higher category for two or more hours, the Technician shall be paid at the scale rate of the higher category for all work performed in the higher category. However, in no case shall the actual rate paid in the higher category be less than one dollar (\$1.00) per hour more than the prevailing rate of the Technician. All overtime provisions, premiums, penalties and benefits shall apply to the higher rate in effect.

Rates for Third and Subsequent Seasons of Canadian Television Series:

Lag rates are available for live-action television series which are eligible for funding from the Canada Media Fund and which commence principal photography after April 1, 2016 ("Eligible Television Series").

At the option and notification of the Producer during pre-production on the 3rd season of an Eligible Television Series and no later than 15 business days before the commencement of principal photography:

The scale minimum wages in the third (3rd) and subsequent seasons of an Eligible Television Series shall lag by one (1) period on the applicable negotiated wage scales for that television series, provided that the wage scale rates in the third (3rd) season of the Eligible Television Series are not lower than the "Low Budget Features & Television" rates in effect at the time of the second (2nd) season of the series.

Schedule "A" – ACFC West Deal Memo – All crew please fill out completely

NOTE: Work Permits are required for ALL Non-members & Non-permittees.
For details and guidelines please contact the ACFC West Chief Steward at
(604)299-2232 or e-mail chiefsteward@acfcwest.com.

Work permits are issued on a "per show" basis only. To become a permittee
you must make separate application to ACFC West, Local 2020 Unifor.
Permit Fee – 3.5% of gross wages



This document proposes to be a Deal Memorandum between:

Crew Member (please print clearly)

Start Date

IMPORTANT!

Please circle your hire category:

Day calls circle the following:

Show calls circle the following:

DAILY

WEEKLY

As per article 2.02 of the ACFC West Collective Agreement, this production may have concessions. If you have questions about concessions, please call the ACFC West office at (604) 299-2232.

Employer information:

Company (if applicable)

Job Title/Category

Address

Tel #

SIN #

Salary (indicate per/hour, daily or weekly)

Kit Rental (indicate daily or weekly)

Screen Credit

Next of kin (name, address, telephone)

I have read and understand the terms of Articles 6.01 (Regarding Payment of Over Time and Holidays) and 16.02 (Regarding Termination) – see back of Deal Memo.

I the undersigned, authorize and instruct the Producer or Authorized Representative for the production _____ signed
under the ACFC West Collective Agreement to deduct the appropriate check-offs of my gross wages as per the Collective Agreement and remit these monies to the ACFC West Business Office. I hereby agree to be bound by the terms and conditions of the above collective agreement and to be represented exclusively by ACFC West for the duration of my employment on this production.

SIGNATURE of crew member

Dated this _____ day of _____, _____
day month (please spell out) year

Producer or Authorized Rep.

Fill out ONLY if you have a company

Name of Sub-Contractor or Company

Employer Production Company

To ACFC WEST

This will confirm that the above described Subcontractor, having agreed to perform certain services encompassed within the above described Collective Agreement, hereby agrees to be bound by all of the terms thereof in the same manner and to the same degree, in every respect as if I was an original signatory thereto.

Signature of subcontractor

Dated this _____ day of _____, _____
Day month (please spell out) year

ACFC-03-2014



ACFC WEST - THE ASSOCIATION OF CANADIAN FILM CRAFTSPEOPLE, LOCAL 2020 UNIFOR
#108 - 3993 HENNING DRIVE, BURNABY, BC V5C 6P7 CANADA
PHONE: (604) 299-ACFC (2232) FAX: (604) 299-2243
www.acfcwest.com



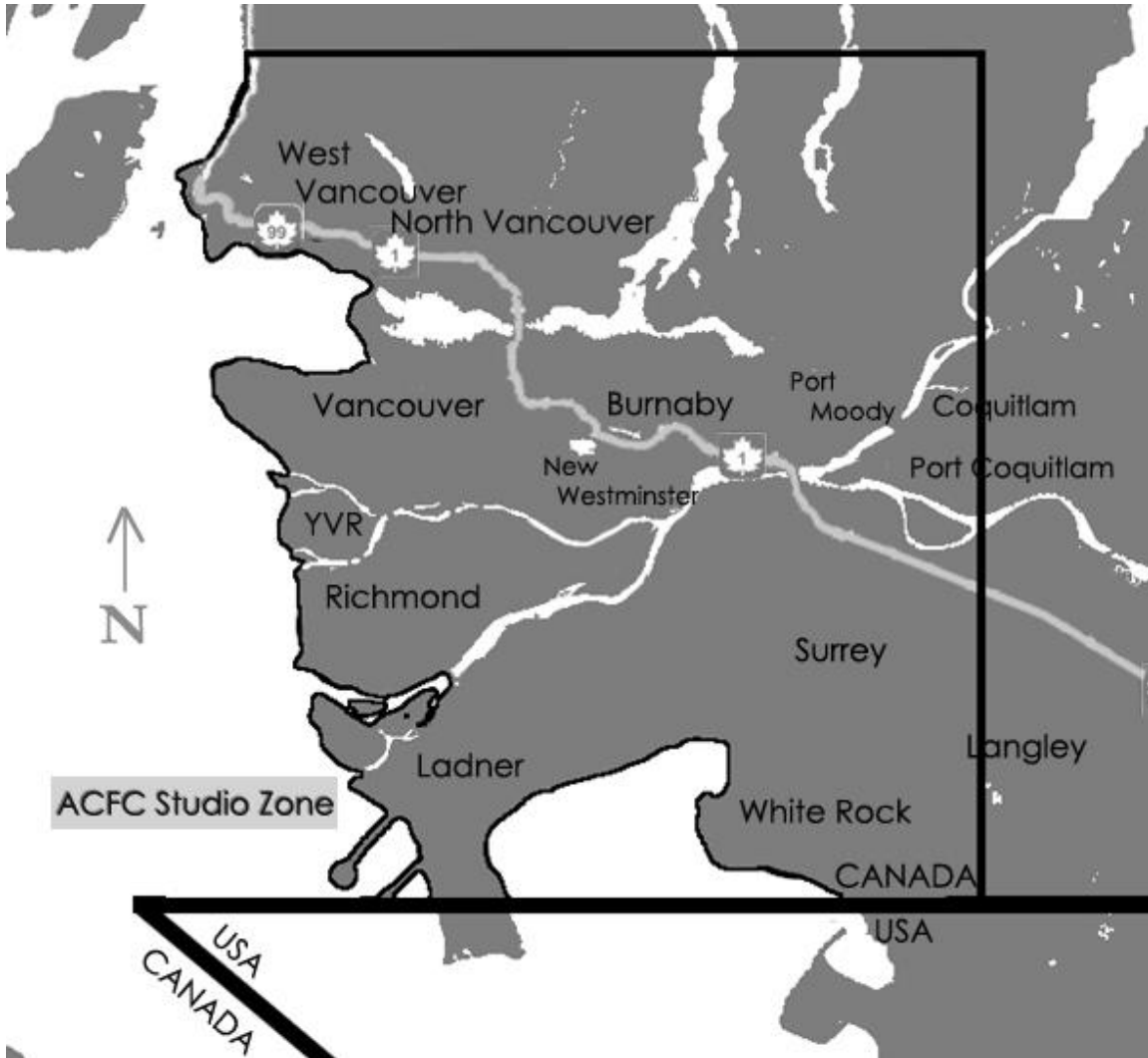
6.01 Maximum Premium Rate

Notwithstanding anything in this Agreement, the maximum hourly rate payable to a Technician, not including meal premiums, will not exceed three times (3X) the basic and/or negotiated hourly rate.

16.02 Notice of Termination (Including Layoff)

- (a) The Producer may terminate any Technician employed or engaged on a weekly basis who has worked on the production for sixty (60) or fewer consecutive work days without cause by giving the Technician one (1) week's written notice, or one (1) week's pay in lieu of notice, or a combination thereof. Such Technician may also terminate their employment or engagement without justification, only by giving the Producer one (1) week of written notice.
- (b) The Producer may terminate any Technician employed or engaged on a weekly basis who has worked on the production for more than sixty (60) consecutive work days without cause by giving the Technician two (2) week's written notice, or two (2) week's pay in lieu of notice, or a combination thereof. Such Technician may also terminate their employment or engagement without justification, only by giving the Producer two (2) week's written notice.
- (c) However, if termination is due to the scheduled completion of a production then any Technician employed or engaged on a weekly basis will be considered sufficiently notified by one (1) week's written notice, or one (1) week's pay in lieu of notice, or a combination thereof.
- (d) All notices of termination of a Technician's Deal Memorandum, whether by the Producer or by the Technician, must be in writing and a copy sent to the Union business office as soon as possible.

Schedule “B”



As referred to in this Agreement, is described as the area of land inside the boundaries:

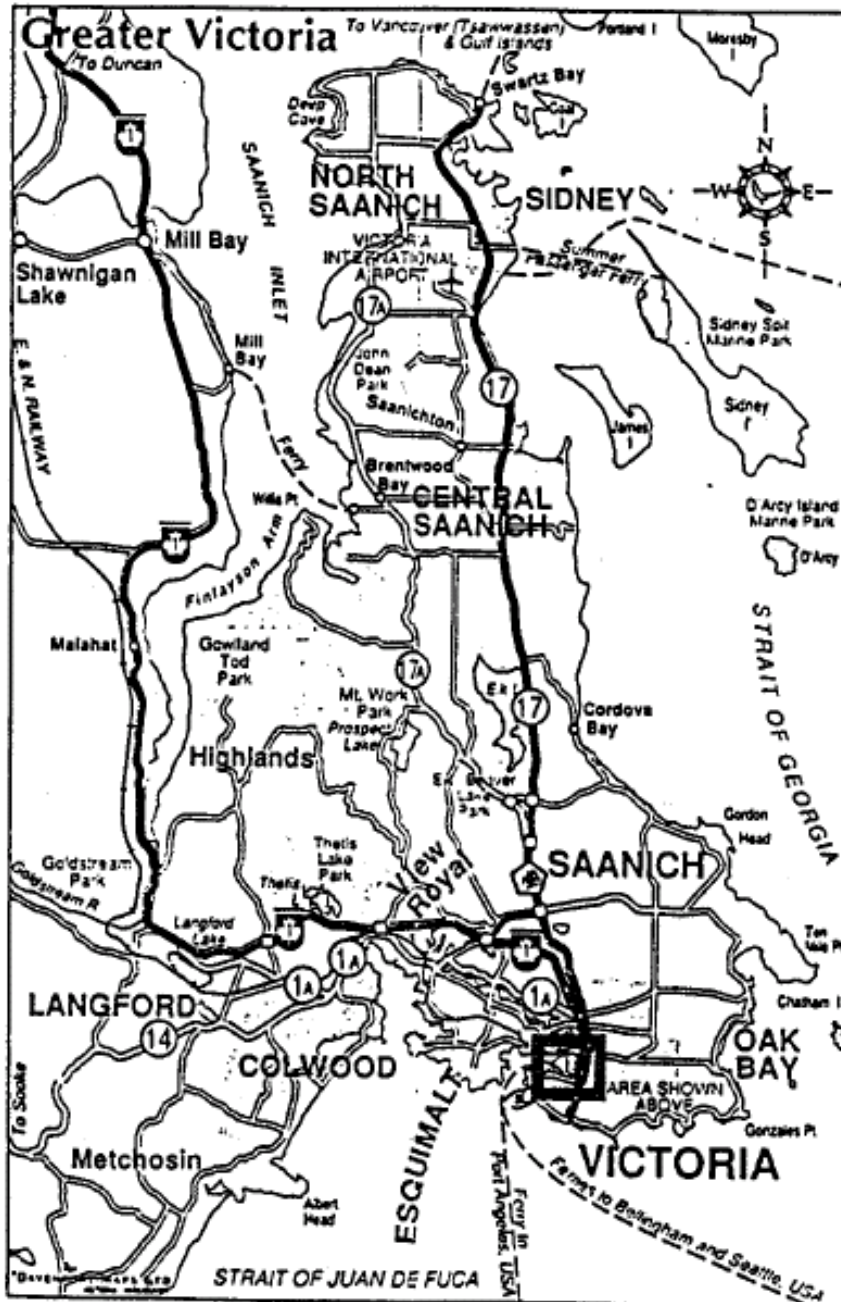
NORTH: The parallel of latitude bisecting the municipality of Lions Bay at town hall and intersecting Highway 99 at 49.45895, -123,23655.

WEST: The Shoreline.

SOUTH: The Canada/US border.

EAST: The line of Longitude described as 200th Street.

Schedule "C"



Schedule “D”

BULLETIN REGARDING RESIDENCY DOCUMENTATION

June 1, 2021

On request by a Producer, Technicians are required to provide documentation sufficient to prove the Technician’s residency to enable the Producer’s receipt of tax credits and/or grants.

The Canada Revenue Agency (“CRA”) has published guidelines (RC642 Film and Media Tax Credits) regarding the documents it deems acceptable to satisfy proof-of-residency requirements in order for a production to qualify for these incentives. Specifically the Guidelines provide that residency may be established by providing a copy of:

1. One of:
 - a) A Notice of Assessment (T1) showing that the individual is a Resident of Canada/the applicable province for the relevant tax year.
 - b) A letter from the CRA giving an opinion of the individual’s residency status in Canada for the relevant year(s) after completing form NR74 *Determination of Residency Status (Entering Canada)* or NR73 *Determination of Residency Status (Leaving Canada)*.
 - c) A long-term (one year or more) lease or proof of purchase of a Canadian dwelling with utility and/or cell phone bills showing the individual is living at that Canadian address.
2. If none of the options listed in (a) above is available, the CRA requires a copy of **three** of the following documents to support residency status:
 - a) A copy of the last income tax return filed in the country of origin and/or any document filed with the foreign tax authority in which the individual has declared that they are no longer a resident.
 - b) A short-term (less than a year) lease agreement or letter from a landlord supporting a rental agreement.
 - c) A provincial/territorial health or services card for the individual, their spouse and/or dependent.
 - d) Driver’s license or vehicle registration from the relevant province/territory*.
 - e) Document(s) supporting professional association or union membership in Canada.
 - f) Statements of accounts (for example: bank accounts, retirement savings plan, credit cards, securities accounts) from a Canadian branch of a financial institution.

* A provincial or territorial services card that includes health care and a driver’s license will count as two documents.

Technicians engaged through a loan-out corporation may also be asked by the Producer to provide 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. Technicians engaged through newly-formed loan-out corporations that have not yet filed tax returns may be asked to provide a Shareholder Register. Financial information may be redacted.

The Producer may require any additional or alternative documents approved or required by any relevant taxing authority to determine eligibility for tax credits or other incentives.

It is understood that the documents required for establishing residency may change from time to time and as such, the Union and the CMPA-BC agree to modify this bulletin accordingly.

Schedule “E”
BULLETIN REGARDING HOURS OF SERVICE (“HOS”) FOR DRIVERS

June 1, 2021

The BC Motor Vehicle Act Regulations (“MVAR”) contain requirements which apply to carriers and drivers of commercial vehicles which aim to prevent driver fatigue and support public safety. Effective April 2, 2019 the Commercial Vehicle Safety and Enforcement branch (“CVSE”) of the B.C. Ministry of Transportation and Infrastructure issued an exemption under MVAR 37.11.02 to introduce modified Hours of Service rules applicable to drivers of commercial vehicles in the Motion Picture Industry under a pilot project (the “Pilot”) as outlined in the CVSE Compliance Circular No. 02-2019, which may be updated from time to time:

https://www.cvse.ca/CTPM/Com_Circulars/2019/20190402_Circular-02-2019-Hours-of-Service-Pilot-Project-for-Motion-Picture-Industry.pdf

The CMPA-BC and ACFC West, Local 2020 Unifor wish to support the application of MVAR HOS requirements as modified by the Pilot, which will be in effect until September 30, 2022 unless extended by CVSE. Notwithstanding the expiration of the Pilot, drivers and producers shall continue to be subject to applicable HOS requirements set out in the applicable regulations.

The following terms are applicable with respect to any Technician assigned to drive regulated commercial motor vehicles as defined by the Pilot (“Regulated Vehicles”):

1. The Producer shall be responsible for monitoring and ensuring compliance with the Pilot and any applicable regulations regarding hours of service.
2. The Producer must not request, require or allow a Technician to drive, and a Technician must not drive if (i) the Technician’s faculties are impaired by fatigue, illness or a mental or physical infirmity to the point that it is unsafe for the Technician to drive; or, (ii) driving would jeopardize or be likely to jeopardize the safety or health of the public, the Technician or employees of the Producer.
3. Notwithstanding the provisions of articles 7.03, 7.06, and 8.02 of the Collective Agreement, the Producer is responsible for ensuring that Technicians assigned to drive Regulated Vehicles in a workday receive the minimum rest periods required by the Pilot.
4. Technicians who are assigned to drive Regulated Vehicles shall maintain a daily log of their on-duty and off-duty hours in accordance with the Pilot and/or applicable HOS regulations, and shall submit such logs to the Producer at the end of each day. The Technician shall maintain a logbook with the previous fourteen (14) days of daily logs, and shall make the logbook available to the Producer upon request. For the purposes of the Pilot, a “day” shall be defined as the 24-hour period from midnight to midnight.
5. When scheduling the workday of a Technician who will be required to be available drive a Regulated Vehicle, the Producer shall consider the Technician’s logged hours and the applicable Pilot regulations. If a Technician does not have the required driving hours available in a workday, per the applicable regulations, the Technician shall immediately notify the Producer and the Producer shall adjust the Technician’s schedule and/or reassign the driving duties so that the Technician is in compliance with the applicable HOS regulations.

Schedule “F”

SIDELETTER No. 1 – Intentionally Deleted

Schedule “G”

SIDELETTER NO 2

CANADIAN TELEVISION PILOT INCENTIVE FOR CMPA MEMBERS

This will confirm the agreement reached between ACFC West, Local 2020 Unifor (hereinafter called “ACFC” or the “Union”) representing its individual members (hereinafter called the “Technicians”) and the Canadian Media Producers Association – BC Producers Branch (hereinafter called the “CMPA-BC”) on behalf of its individual member companies who become signatory hereto (hereinafter called the “Producers” or individually the “Producer”) to create a Canadian Television Pilot incentive for CAVCO certified stand-alone television pilots.

Terms and Conditions:

All terms and conditions of the Agreement shall apply save and except as amended as follows:

1. Hours and Wage Scales – Schedule 1:

The Producer agrees to pay the Technicians not less than the current year’s ‘Low Budget Features & Television’ rates less fifteen percent (15%) for those classifications outlined in Schedule 1 of the Agreement.

2. Fringe Benefits:

The Union and the Producer agree that Vacation Pay and the Health and Welfare Levy as outlined in Sections 11.02 and 11.05 of the Agreement shall be included in this Sideletter and paid by the Producer on the approved project.

Retirement Plan contributions and the share of the Producers Levy due to the Union as outlined in Sections 11.03 and 11.04 are not considered benefits for the purpose of this Sideletter, and need not be paid by the Producer on the approved project.

Schedule “H”

SIDELETTER NO. 3

LETTER OF UNDERSTANDING ON RECONCILIATION, EQUITY, DIVERSITY AND INCLUSION

June 1, 2021

This letter confirms the understanding between ACFC West, Local 2020 Unifor (hereinafter called “ACFC” or the “Union”) and the Canadian Media Producers Association – BC Producers Branch (hereinafter called the “CMPA-BC”) (collectively, the “Parties”) on behalf of its individual member companies who become signatory hereto (hereinafter called the “Producers” or individually the “Producer”).

The CMPA-BC and ACFC desire to increase the diversity of the workforce and recognize their joint interest in 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. 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, the importance of reconciliation between Indigenous and non-Indigenous populations, and the Parties’ desire to increase the participation of Indigenous people in the industry.

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

1. Where a Producer 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 collaborate with the Producer on reasonable modifications to the terms and conditions of this Agreement that further the goals of such program. Such modifications shall be mutually agreed between the Producer and the Union, and may include:
 - a) The issuance of permits to allow the Producer to engage individuals from historically disadvantaged and under-represented groups;
 - b) Initiatives aimed at recruiting and training Indigenous persons or individuals from historically disadvantaged and under-represented groups, including but not limited to opportunities for meaningful experience on production and opportunities for continued employment.
 - c) Processes for measuring the participation of individuals who self-identify as Indigenous or as part of historically disadvantaged and under-represented groups.
2. The CMPA-BC and ACFC agree to meet within sixty days after the ratification of this Agreement, and thereafter a minimum of once per year during the term to discuss issues and initiatives related to reconciliation, equity, diversity and inclusion, and to monitor their progress in furtherance of the objectives.
3. It is understood that in order to carry out the objectives of this Letter, either Party may apply for a special program under S. 42 of the BC Human Rights Code that may allow them to do some or all of the following: (1) identify 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 Parties agree that as part of their shared commitment to the goals stated herein, they shall cooperate on any such application the BC Office of the Human Rights Commissioner. including providing any reasonable information required as part of the application and/or approval process.

Schedule “I”
SIDELETTER NO. 4

B.C. LOW BUDGET LONG FORM PROGRAM

June 1, 2021

This will confirm the agreement reached between ACFC West, Local 2020 Unifor (hereinafter called “ACFC” or the “Union”) representing its individual members (hereinafter called the “Technicians”) and the Canadian Media Producers Association – BC Producers Branch (hereinafter called the “CMPA-BC”) on behalf of its individual member companies who become signatory hereto (hereinafter called the “Producers” or individually the “Producer”) on terms applicable to Low Budget long-form productions.

Productions fulfilling the conditions herein are automatically eligible to benefit from the provisions of this Sideletter.

1. Eligible Productions:
 - i. Productions with a Net Budget of two million Canadian dollars (CAD\$2,000,000) or less. Net Budget for the purposes of this Side Letter shall mean the total budget for a project, excluding a contingency of up to 10% of the budget and the costs of financing/bonds;
 - ii. Productions must be long-form (e.g.: over 60 minutes in length, such as MoW’s or features); and
 - iii. Producers must be members in good standing with the CMPA.
2. For eligible productions, the Producer and the Union shall mutually agree on modifications to the Agreement, which shall minimally-provide a discount of ten percent (10%) on the scale minimum wage rates under Tier A for all Technicians, save for Trainees. In no event shall wages or overtime be less than the minimums required pursuant to the British Columbia Employment Standards Act.

The foregoing shall in no way limit the rights of the Producer to request modifications to the terms and conditions of the Agreement as per Article 2.02.