

## MEMORANDUM OF AGREEMENT

October 25, 2023

This Memorandum of Agreement is entered into between ACFC West - The Association of Canadian Film Craftspeople, Local 2020 Unifor (the “Union”), and the Canadian Media Producers Association - BC Producers Branch (the “CMPA-BC”).

This Memorandum of Agreement reflects the complete understanding reached between the parties and does not set forth contract language, except where the context clearly indicates otherwise.

The provisions of this Memorandum of Agreement modify the provisions of the 2021-2024 ACFC West, Local 2020 Unifor Collective Agreement (the “Collective Agreement”). All of the provisions of the 2021 Collective Agreement shall remain the same unless otherwise specifically changed as noted herein.

The provisions herein shall be effective as of April 1, 2024 (except where another effective date is specified), provided that the Union ratifies this Memorandum of Agreement, and the CMPA-BC is notified of such ratification on or before March 31, 2024.

1. **Term of Agreement**

The term of the Collective Agreement shall be three (3) years, commencing April 1, 2024, and terminating on March 31, 2027.

2. **Wage Rates**

Wage rates outlined for the period of April 2, 2023 – March 31, 2024 in Schedule 1 of the 2021 Collective Agreement shall increase by five percent (5%) effective March 31, 2024, an additional three percent (3%) effective April 6, 2025, and an additional three percent (3%) effective April 5, 2026. These increases shall be compounded.

Wage rates for years 2 and 3 will be included in the agreement to reflect the wage increases for each subsequent year of the agreement.

3. **Article 2.01 Exclusive Bargaining Agent**

*Modify Article 2.01 as follows:*

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 and listed in Schedule 1 that are 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.

4. **Article 2.03 – Engaging Technicians**

*Modify Article 2.03(d)(i) as follows:*

(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;

5. **Article 2.03- – Engaging Technicians**

*Modify Article 2.03(e) and add new (f), (g) & (h) as follows:*

- (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 (the “Parties”) 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, Indigenous identity, race, colour, ancestry, national or ethnic place of origin, colour, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or any other grounds enumerated under the British Columbia Human Rights Code, or sexual orientation.
- (f) The Parties agree that everyone should be able to work without fear of harassment or violence, in a safe and healthy environment. The Parties further agree to work cooperatively with each other so that the principles of this section are honored.
- (g) In accordance with Provincial legislation, Producers are required to have a workplace violence and harassment policy and ensure Technicians are educated on its existence and content. The policy is required to contain definitions of harassment, a procedure for reporting incidents and a procedure for investigating incidents.
- (h) The Producer agrees to notify any Technician who is a respondent to a claim that may result in disciplinary action of their right to Union representation. The Union shall not obstruct the investigatory process or the timing thereof.

6. **Article 5.10 – Residency Information for Production Incentives**

*Modify Article 5.10 as follows:*

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”). Failure to provide documentation is considered grounds for termination under Article 16.04(a) – Termination For Cause.

7. **Article 7.03 Meal Breaks**

*Modify Article 7.03(c) as follows:*

- (c) On-set Technicians starting work before the general crew call who are provided with a hot breakfast together with an fifteen (15) eighteen (18) 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.

8. **Article 7.04 Meal Premiums**

*Modify Article 7.04 as follows:*

- (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.~~ per the following scale until such time as the meal period is forthcoming: 1) First 2/10 (.2) of an hour: no penalty, but shall not be scheduled or abused; 2) Next one (1) hour: \$2.50 for each 1/10 (.1) hour increment; and 3) thereafter: \$3.00 for each 1/10 (.1) hour increment. 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 paycheque 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)~~ twelve (12) 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.

9. **Article 8.04(a) Holidays**

*Modify Article 8.04(a) as follows:*

- (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, National Day for Truth and Reconciliation, 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.

10. **Article 10.02 Meal Expenses**

*Modify Article 10.02 (a) as follows:*

- (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 (\$65.00)~~ Seventy-Five (\$75.00) Dollars. 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	<del>\$14.50</del> <u>\$17.00</u>
Lunch	<del>\$20.50</del> <u>\$23.00</u>
Dinner	<del>\$30.00</del> <u>\$35.00</u>

*Make conforming changes as follows:*

*Modify Article 10.02 (b), (c) and (d) as follows:*

- (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~~ \$17.00.
- (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~~ \$35.00.
- (d) A Technician housed at a Distant Location will be paid a minimum per diem of ~~Sixty-Five~~ Seventy-Five Dollars (~~\$65.00~~ \$75.00) for each day off. The day of departure and the day of return shall be considered distant location days, not days off.

*Modify Article 9.03(e)(ii) & (iii) as follows:*

- (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-Five~~ Thirty-Five Dollars (~~\$30.00~~ \$35.00) 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~~ \$17.00 Lunch ~~\$20.50~~ \$23.00 Dinner ~~\$30.00~~ \$35.00
  - (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

## 11. **Article 10.03 Travel Expenses**

*Modify Article 10.03(c) as follows:*

- (c) A mileage allowance of ~~Thirty-Five~~ Fifty-Five Cents (~~35.55¢~~ 55.5¢) 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;

## 12. **Article 11.05 Health & Welfare Levy**

*Modify Article 11.05 as follows:*

The Producer shall pay the Union a Health and Welfare Levy equivalent to ~~five point five percent (5.5%)~~ six point five percent (6.5%) of the gross wages of all Technicians, payable weekly no later than twelve (12) days after the end of pay-roll week.

13. **Article 16.01 – Cancellation of Calls**

*Modify Article 16.01(a) as follows:*

- (a) If a Producer cancels a Technician's scheduled work day by giving written or verbal notice at least ~~twenty-four (24) hours~~ twelve (12) 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.

14. **Article 16.03 – Act of God or Force Majeure**

*Modify Article 16.03 as follows:*

- (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, including but not limited to riot, war, fire, earthquake, hurricane, flood, injury, illness, labour dispute, strike, or the failure or inability of a key cast member to perform or the director to undertake their duties, or governmental regulation or order in a national or provincial emergency, a public health emergency such as a pandemic or epidemic, or such other cause beyond the reasonable control of the Producer.
- (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.

15. **NEW Article XXX Use of Production Vehicle**

*Add new Article XXX as follows:*

- (a) The Producer agrees to maintain adequate liability insurance on all vehicles owned or rented by the Producer which it requires any Technician to drive. Notwithstanding the foregoing, any proven negligence involving a production motor vehicle may result in immediate termination with cause at the Producer's discretion.
- (b) Any Technician who is driving a production vehicle shall provide, upon request by the Producer, a copy of their valid driver's license or operating license and driver's abstract prior to the commencement of work.
- (c) All tickets for moving and/or standing violations and unauthorized toll charges incurred by the Technician shall be the responsibility of the Technician.

16. **Schedule 1 - Budget Tiers:**

*Modify the budget thresholds in Schedule 1 Tier A, Tier B, and Tier C as follows:*

Tier A Low Budget Productions (Under \$5 ~~\$6.5~~ Million)  
Tier B Series over \$5 ~~\$6~~ Million; Features / Long-form \$5 ~~\$6.5~~ Million-~~\$8~~ \$10 Million  
Tier C Features / Long Form Over ~~\$8~~ \$10 Million

17. **Schedule 1 – Department Classifications**

*Modify the department classifications in Schedule 1 as follows:*

<p>2. ART DEPARTMENT</p> <p>Production Designer/Art Director                  1st Assistant Art Director                  Draftsperson/Graphics/<u>Storyboard Artist</u>                  Art Department Co-ordinator                  Art Department Assistant</p>	<p>**Negotiable                  \$29.21                  \$29.21                  \$29.21                  \$26.51</p>
<p>5. COSTUME</p> <p>Costume Designer                  Assistant Costume Designer/<u>Costume Coordinator</u>                  Wardrobe Supervisor                  Truck Costumer/Wardrobe Assistant/Buyer/Cutter                  Costumer/Seamstress/Stitcher/Sewer</p>	<p>**Negotiable                  \$32.46                  \$32.46                  \$29.21                  \$26.51</p>
<p>8. ELECTRICS</p> <p>Gaffer                  Genny Operator                  Best Boy/Rigging/<u>Board Operator/ Lead Lamp Operator</u>                  Lamp Operator</p>	<p>\$32.46                  \$29.21                  \$29.21                  \$26.51</p>
<p>10. GRIP</p> <p>Key Grip                  Dolly Grip                  Best Boy / Rigging / <u>Lead Grip</u>                  Grip</p>	<p>\$32.46                  \$30.84                  \$29.21                  \$26.51</p>
<p>11. HAIRDRESSER</p> <p><del>Hair Stylist</del> <u>Hair Head Of Department (Hair HOD)</u>                  Assistant Hairdresser                  2nd Assistant Hairdresser</p>	<p>\$32.46                  \$29.21                  \$26.51</p>
<p>12. MAKE-UP</p> <p><del>Make-up Artist</del> <u>Make-up Head Of Department (Make-up HOD)</u>                  Assistant Make-Up                  2nd Assistant Makeup</p>	<p>\$32.46                  \$29.21                  \$26.51</p>
<p>14. PROPS</p> <p>Prop Master  <del>Lead Props Person</del> <u>Assistant Property Master / On-Set Props Person</u>                  Props Buyer / <u>Props Truck Person</u>                  Props Person</p>	<p>\$32.46                  \$30.84                  \$29.21                  \$26.51</p>

18. **Schedule 1 – Art Department Remuneration**

*Modify rates in Schedule 1 as follows\*:*

*\*Note: Any percentage adjustments for year one of the Collective Agreement would be based on the following rates*

2. ART DEPARTMENT	
Production Designer/Art Director	**Negotiable
1st Assistant Art Director	<u>\$34.08</u>
Draftsperson/Graphics/ <u>Storyboard Artist</u>	<u>\$32.46</u>
Art Department Co-ordinator	<u>\$31.38</u>
Art Department Assistant	<u>\$26.51</u>

19. **Schedule 1 – Electrical Certification Classification**

*Modify Schedule 1 as follows:*

**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 Class B-R - Full Entertainment Field Safety Representative (FSR) certificate~~, 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 Class C-R - Limited Entertainment Field Safety Representative (FSR) certificate~~ 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.

20. **Schedule 1 – Turnaround Language**

*Modify Schedule 1 as follows:*

- 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 (1/10th) of an hour increments.

\* In addition to Technician’s regular rate of pay.

*Make conforming changes to Schedule 1 as follows:*

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 Class B-R - Full Entertainment Field Safety Representative (FSR) certificate, 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 Class C-R - Limited Entertainment Field Safety Representative (FSR) certificate, 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

21. **Schedule “E” Bulletin Regarding Hours of Service (“HOS”) For Drivers**

The Parties agree to modify language in respect to Schedule E revisions in accordance with any required CVSE updates during the term of the agreement.

22. **Schedule “H” Sideletter 3 Letter of Understanding on Reconciliation, Equity Diversity and Inclusion**

The Parties agree to make a joint application for a special program under S. 42 of the BC Human Rights Code that may allow for 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 as per Schedule “H” SIDELETTER NO. 3 LETTER OF UNDERSTANDING ON RECONCILIATION, EQUITY, DIVERSITY AND INCLUSION.

23. **Retirement Plan Discussion**

The Parties agree to ongoing discussions regarding retirement plan options as part of the Consultation Committee.

24. **Housekeeping**

*Replace the following gender-specific pronouns with “their” or proper nouns such as “Technician” as follows:*

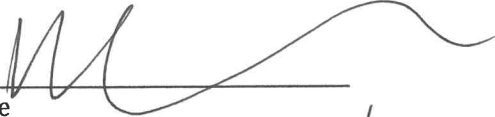
1. Article 1.02 Definitions  
“Deal Memorandum” means the contract entered into between the Producer and a Technician or a Technician’s personal management corporation or firm through which the Technician agrees directly or indirectly to provide ~~his or her~~ their work or services for the Producer on the production
2. Article 7.04 Meal Premiums  
“if a Technician works longer than six (6) hours after ~~his or her~~ their call to the set without a Meal Break or longer than six (6) hours”



ACFC/CMPA MEMORANDUM OF AGREEMENT – OCTOBER 25, 2023

3. Article 8.02 Twelve of More Consecutive Days Worked  
"shall not require ~~him or her~~ them to work the next day without the Technician's consent"
4. Article 10.03(c) Travel Expenses  
"if the Technician is required to use ~~his or her~~ their own automobile"

Signed on behalf of ACFC West - The Association of Canadian Film Craftspeople, Local 2020 Unifor:

  
\_\_\_\_\_

Name

March 6 2024  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Name

March 6, 2024  
\_\_\_\_\_

Date:

Signed on behalf on the Canadian Media Producers Association – BC Producers Branch:

  
\_\_\_\_\_

Jason Lee, Vice President of BC Industrial Relations

February 26, 2024  
\_\_\_\_\_

Date