

February 11, 2025

**Memorandum of Agreement for the 2025-2028 Union of British Columbia Performers
British Columbia Master Production Agreement**

This Memorandum of Agreement is entered into between the Union of British Columbia Performers, the British Columbia Branch of ACTRA (the "Union"), on the one hand, and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers (the "AMPTP") and the Canadian Media Producers Association - BC Producers Branch (the "CMPA-BC") (collectively known as the "Negotiating Producers"), on the other hand.

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

The provisions of this Memorandum of Agreement modify the provisions of the 2021-2024 Union of British Columbia Performers British Columbia Master Production Agreement (hereinafter "the BCMPA"), as extended by the Memorandum of Agreement of June 28, 2023. All of the provisions of the 2021-2024 BCMPA, as extended by the Memorandum of Agreement of June 28, 2023, shall remain the same unless otherwise specifically changed as noted herein.

The following shall be effective as of April 1, 2025 or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later, unless a contrary date is specified, in which case such provision shall be effective as of the date so specified.

The Union shall immediately notify the AMPTP and CMPA-BC of the results of the ratification.

1. **Term**

The term of the BCMPA shall be for three (3) years, commencing on April 1, 2025 and terminating on March 31, 2028.

2. **Wage Rates**

- a. Except as otherwise set forth in this Memorandum of Agreement (including in subparagraph b. and in Item 27 below), increase wage rates by five and one-half percent (5.5%) effective [*insert date that is March 30, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later*] (the "first year general wage increase"), by an additional four percent (4%) effective [*insert date that is March 29, 2026, or the first Sunday that is one year following the business day on which the Negotiating Producers receive notice of ratification, whichever is later*] (the "second year

general wage increase”) and by an additional three and one-half percent (3.5%) effective *[insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]* (the “third year general wage increase”). These increases shall be compounded.

- b. Except as otherwise set forth in this Memorandum of Agreement (including in Item 27 below) and in lieu of the general wage increases set forth in subparagraph a. above, increase wage rates in Article D101 by six and one-half percent (6.5%) effective *[insert date that is March 30, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]*, by an additional four percent (4%) effective *[insert date that is March 29, 2026, or the first Sunday that is one year following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]*, and by an additional three and one-half percent (3.5%) effective *[insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]*. These increases shall be compounded.

3. **Performer Benefits**

- a. *Modify Article A3701 as follows:*

“A3701 Insurance

- “(a) In consideration of the free-lance employment nature of most Performers, the Union shall maintain Insurance programs which provide such benefits to Members as life insurance, dental care, accidental death and disability coverage, weekly indemnity benefits, and extended health care.
- “(b) The design and extent of coverage and entitlement of the Insurance programs shall be at the sole and absolute discretion of the Union.
- “(c) The Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) (six and one-half percent (6.5%) of the Gross Fees (inclusive of Use Fees), effective [insert date that is March 29, 2026, or the first Sunday that is one year following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]) paid to all Performers.”

- b. *Modify Article A3702 as follows:*

“A3702 Retirement

“The Union shall maintain Retirement programs for Performers who are Members of the Union.

“(a) The Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) (six and one-half percent (6.5%) of the Gross Fees (inclusive of Use Fees), effective [insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]) payable to all Performers who are Members of the Union; and

“(b) The Producer shall deduct and pay to the Union an amount equal to three percent (3%) of the Gross Fees (inclusive of Use Fees) payable to each Performer who is a Member of the Union.”

- c. *Modify Article A3703 as follows:*

“A3703 Equalization Payments

In order to equalize the payments in respect of Union Members and non-members, the Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) (six and one-half percent (6.5%) of the Gross Fees (inclusive of Use Fees), effective [insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]) payable to all Performers who are not members of the Union.

- d. *Modify Article A3705 as follows:*

“A3705 Maximum Contributions

“The maximum contributions per Performer pursuant to this Article A37 (Performer Benefits) with respect to each contract of engagement shall be:

“(a) \$5,000.00 (Canadian) pursuant to Article A3701 (Insurance) (\$6,000.00 (Canadian) effective [insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later])

“(b) \$6,000.00 (Canadian) pursuant to Article A3702(a) (Retirement) or A3703 (Equalization Payments) (\$6,500.00 (Canadian) effective [insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later])

“(c) \$3,000.00 (Canadian) pursuant to Article A3702(b) (Retirement) For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.”

e. *Modify Article A3709 as follows:*

“A3709 Other Plans

“If a Performer is hired pursuant to the SAG-AFTRA ~~or Equity (UK)~~ agreement, payments will be made in accordance with that agreement. However, if:

“(a) a Performer is hired under this Agreement and is a member of SAG-AFTRA, ~~or Equity (UK)~~ but is not eligible to receive benefits from the Insurance and Retirement Plans under this Agreement by virtue of residency outside Canada; and

“(b) the payments required to be made by the Producer under the SAG-AFTRA ~~or Equity (UK)~~ agreements are no less than those specified in this Agreement;

“then the Producer may cause the appropriate payments to be made to the appropriate Insurance and Retirement Plan in accordance with the contribution requirements of the appropriate agreement. If such appropriate payments are made to the SAG-AFTRA ~~or Equity (UK)~~ Plans, and proof of such payments is provided to the Union, the Producer will not be required to make payments under A3701(c) (Insurance), A3702 (Retirement) and A3703 (Equalization Payments).”

4. **Freedom from Racial, Sexual and Personal Harassment**

Modify Article A405 as follows:

“A405 Freedom from Racial, Sexual and Personal Harassment

* * *

“(e) When a Performer believes that this Article has been breached in any way, the Performer shall immediately inform the Producer or its designated representative, either directly or with the assistance of a Union representative, of the unwelcome or offensive comment or conduct. When authorized by the complainant, the Union representative shall immediately make the complaint known to a representative of the Producer. The Union will refer the complainant to the Producer’s harassment policies and encourage the complainant to notify the Producer. In any event, the Union will request permission to notify the Producer of the complaint. The Performer has the discretion to make the Performer’s disapproval known

to the individual whose conduct is in question. The Producer shall take immediate steps to investigate the complaint in as discreet and confidential a manner as possible, and to take appropriate action, up to and including dismissal, against any person found to have violated this Article. **The Producer shall inform the complainant, and the Union (if the Union has been involved in bringing the complaint), that it has undertaken and concluded an investigation.**”

* * *

5. **Performance Bond**

Modify Article A417 as follows:

“A417 Performance Bond

“(a) The Union is entitled to require a Producer which has consistently met its payroll obligations to post with the Union, no sooner than thirty (30) days prior to the commencement of work by Performers, a performance bond in the amount of thirty-five thousand dollars (\$35,000), **or in the case of a Producer which has not previously produced under the terms of this Agreement, a performance bond in the amount of seventy thousand dollars (\$70,000)** (unless **in either case** another amount is mutually agreed upon by the Parties) or such amount sufficient to cover:

“(i) two (2) weeks’ Performer payroll (to be based upon the production schedule provided by the Producer); and

“(ii) the insurance and retirement payments.

“The Union is entitled to require a Producer which has defaulted on its payroll obligations, to the extent that the performance bond was not sufficient to cover its payroll obligations or under circumstances in which the Producer failed to file a performance bond, to post with the Union, no sooner than thirty (30) days prior to the commencement of work by Performers, a performance bond in an amount sufficient to cover:

“(A) two (2) weeks’ Performer payroll (to be based upon the production schedule provided by the Producer); and

“(B) the insurance and retirement payments.”

* * *

6. **Notification of Injury**

Modify Article A422 as follows:

“A422 Notification of Injury

“The Producer shall advise the Union in writing at the earliest opportunity of any injury to a Performer on set or on location, which injury requires medical attention at a clinic or hospital. The Producer will provide the Union with all WorkSafeBC Form 7’s and ~~Accident/Near Miss~~ **Employer Incident Investigation Reports** that relate to injuries/near misses involving Performers engaged under this Agreement ~~within five (5) days of being provided to WorkSafeBC. The Producer shall make best efforts to provide the Form 7 to the Union concurrently with the provision of such form to WorkSafeBC, but in no event later than three (3) days after providing such form to WorkSafeBC. The Producer shall provide the Employer Incident Investigation Report to the Union within five (5) days of providing such report to WorkSafeBC.~~ The Union shall maintain the confidentiality of such forms and reports.”

7. **Rest Between Days**

Modify Article A1301 as follows:

“A1301 Rest Between Days

“On a Motion Picture, segment of a Mini-Series or episode of a Series which commences principal photography prior to [insert date that is May 4, 2025 or the first Sunday that is 30 days following the business day on which the Negotiating Producers receive notice of ratification, whichever is later], (There shall be a rest period of not less than ten (10) hours between the end of one (1) work day and the beginning of the next Call. If a Performer is required by the Producer to report for work within such a ten (10) hour period, the Performer shall be paid a premium solely for such hours encroached at the rate of two hundred percent (200%) of such Performer’s contracted hourly rate, payable in one-tenth (0.1) hour increments.

“On a Motion Picture, segment of a Mini-Series or episode of a Series which commences principal photography on or after [insert date that is May 4, 2025 or the first Sunday that is 30 days following the business day on which the Negotiating Producers receive notice of ratification, whichever is later], there shall be a rest period of not less than eleven (11) hours between the end of one (1) work day and the beginning of the next Call. If a Performer is required by the Producer to report for work within such eleven (11) hour period, the Performer shall be

paid a premium solely for such hours encroached at the rate of two hundred percent (200%) of such Performer's contracted hourly rate, payable in one-tenth (0.1) hour increments."

8. **Rest Periods**

The Producers agree to issue the following bulletin:

"During the 2025 negotiations for the British Columbia Master Production Agreement (the "Agreement"), the Union raised concerns about Background Performers who are required to work for extended periods without a break to use the restroom or obtain a snack or water. The Union noted that, even when there is a pause in shooting, productions sometimes fail to communicate with Background Performers about the upcoming schedule for the day, which can make it difficult for Background Performers to determine whether there is sufficient time to take a break before they will be needed again for shooting.

"This bulletin serves as a reminder that Article A1302 of the Agreement requires that Background Performers be given at least a five (5) minute rest period for each hour of work, except that during actual shooting on set or on location, that Article permits the rest period to be waived and allows the accumulated time to be taken at a more convenient period of the day. Producers should be cognizant of Background Performers' need for rest periods and should allow them to take breaks at reasonable intervals. Additionally, Producers should instruct their on-set representatives to clearly communicate with Background Performers regarding upcoming break periods, so that Background Performers can use that time efficiently.

"Please distribute this bulletin to appropriate production personnel."

9. **Transportation Provided**

Modify Article A1703 as follows:

"A1703 Transportation Provided Under Certain Conditions

"When the Producer requires a Performer to travel within the Studio Zone, the Producer will be obligated to ensure that public or private transportation is available. If such public or private transportation is not available and subject to prior approval by the Producer, cost of taxi transportation **or ride hailing transportation (e.g., Uber or Lyft)** from location to residence within the Studio Zone shall be paid by the Producer. Transportation shall be provided by the Producer if travel by the quickest means of surface public transportation exceeds one (1) hour each way. Suitable and appropriate transportation (*i.e.*, a Production vehicle or a taxicab) will be provided to Performers who require accommodation due to a disability."

10. **Extended Work Days**

The Negotiating Producers shall distribute the Extended Work Days bulletin on a semi-annual basis.

11. **Equitable Engagement Opportunities for Performers with Disabilities**

Modify Article A402 as follows:

“A402 Policy of Equal Opportunities

*** * ***

“(c) Equitable Engagement Opportunities for Performers with Disabilities In respect of any available Roles that require a Performer to portray a person with a disability, the Producer will take appropriate steps to ensure that Performers with disabilities have a reasonable opportunity to audition for such Roles. When a Performer with a disability is engaged, the Producer shall provide accommodation when required by applicable human rights legislation. The Producer will liaise with the Union prior to casting these Roles with a Performer who does not have a disability.”

12. **Accessible Sets Committee**

Add a new Sideletter to the BCMPA as follows:

SIDELETTER No. XX
April 1, 2025

“Re: Accessible Sets Committee

- “1. The parties agree to strike a committee to discuss accessible sets. The mandate of the committee is to issue any appropriate interpretive or advisory bulletins to the industry on this issue, and any other appropriate steps to make progress on creating accessible sets.**
- “2. The committee will be comprised of equal members and staff of the Union and the Negotiating Producers, as well as other industry stakeholders that may be invited to participate, as appropriate and mutually agreed upon.**
- “3. The committee shall meet at least two times a year, in a manner to be determined by the committee. The committee shall have its first meeting by July 31, 2025.**

- “4. The parties agree that the committee may be conducted on a joint basis with the Accessible Sets Committee established under the 2025-2028 ACTRA Independent Production Agreement (subject to approval by the CMPA, AQPM and ACTRA).**
- “5. The Union and the Negotiating Producers shall each bear its/their own costs associated with the operation of the committee.”**

13. **Hair and Makeup**

- a. *Add a new Article A1505 as follows:*

“A1505 Hair and Makeup Consultations

- “(a) On Productions that are providing hair and makeup services to Performer(s), each Performer, excluding Background Performer(s), shall be offered an opportunity to meaningfully consult with the hair and make-up department (or other production staff delegated to provide information to the applicable department(s)) regarding any hair and make-up needs (e.g., product and tool preferences, use of particular hairstyling techniques) prior to commencing work, so that the hair and/or make-up department is adequately prepared to work with the Performer, including ensuring that the Production has appropriate hair and make-up products and equipment.**
- “(b) Time spent in consultation under this provision is not work time.”**

- b. *Modify Article A1504 as follows:*

“A1504 Hair and Restoration

- “(a) No Performer shall be required to cut or change the style or colour of the Performer’s hair unless this has been agreed upon prior to Booking. When significant changes to the style of the Performer’s hair are required (including changes to the colour), the Producer shall be responsible for changing and maintaining the hairstyle or paying for the reasonable approved third party costs of changing and maintaining the required hairstyle during production. If significant changes are made to a Performer’s hair or a Performer’s hair is significantly damaged during the course of production, at the Performer’s election, the Producer and the Performer will discuss and the Producer will provide reasonable accommodations to restore or repair the Performer’s original hairstyle or establish a new hairstyle if the previous style cannot be reasonably restored or repaired (e.g. if previously long hair has been cut short).**

(b) No Performer shall cut or change the style or colour of the Performer's hair after the time of Booking without the consent of the Producer."

c. *Amend the BCMPPA to include a new Appendix XX as follows:*

"APPENDIX XX

LETTER OF UNDERSTANDING:

HAIR AND MAKEUP PROFESSIONALS

Letter of Understanding

between

the Union of BC Performers, the BC Branch of the Alliance of Canadian Cinema, Television and Radio Artists

(hereinafter "UBCP")

and

the Canadian Media Producers Association – BC Producers Branch

and the Canadian Affiliates of the Alliance of Motion Picture and

Television Producers

(hereinafter "CMPA-BC/AMPTP")

"UBCP and the CMPA-BC/AMPTP (the "Parties") agree to the following:

"1. On Productions that are providing hair and makeup services to Performer(s), if a Producer determines it is unable to provide hair and/or make-up professionals with the appropriate skill set, equipment or products to work with the Performer, subject to the prior approval by the Producer, costs of hair and/or make-up services shall be reimbursed and time spent receiving hair and/or makeup services shall be paid in accordance with this Letter of Understanding.

"2. When 1., above, applies and the Performer is approved by the Producer to receive hair and/or makeup services from a third party service provider(s), the Performer shall be paid for two (2) hours or the actual time spent in receiving the approved hair and/or make-up services, whichever is greater, at the Performer's contracted hourly rate.

“3. When 1., above, applies and a Performer is approved by the Producer to self-style hair and/or self-apply makeup:

“(a) On a day that is not a workday, the Performer shall be paid two (2) hours or the approved time spent in self-styling of hair and/or self-application of makeup, whichever is greater, at the Performer’s contracted hourly rate;

“(b) On a day that is a workday, the Performer shall be paid for the approved time spent in self-styling hair and/or self-applying of makeup.

“4. Days on which Performers are entitled to payments pursuant to 2. and 3. shall only be a workday for the purposes of the Agreement if the Performer also works in front of the camera or behind the microphone on that day (i.e., it is otherwise a “work day” in accordance with Article A334).

“For clarity, payments for days that are not workdays are excluded from the calculation of Net Fees in accordance with Article A334(b).

“5. For the purpose of this Letter of Understanding, the term ‘Performer’ does not include Background Performers.

“6. This measure shall be in place while the Parties work towards bolstering the talent pool of hair stylists and makeup artists who can service all Performers on set. In the final year before the expiry of the BCMPA, the Parties will reconvene to evaluate the progress of this initiative and discuss required updates to Appendix XX for the next iteration of the BCMPA.”

d. *Amend the BCMPA to include a new Appendix XX as follows:*

“APPENDIX XX

Letter of Understanding

between

the Union of BC Performers, the BC Branch of the Alliance of Canadian

Cinema, Television and Radio Artists

(hereinafter “UBCP”)

and

the Canadian Media Producers Association – BC Producers Branch and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers

(hereinafter “CMPA-BC/AMPTP”)

“UBCP and the CMPA-BC/AMPTP (collectively the “Parties”) agree to the following:

- “1. Should the Producer request changes to the Background Performer’s natural hair texture or current textured hairstyle, the Background Performer shall advise the Producer if such changes shall require in excess of thirty (30) minutes of self-styling or styling by a third party service provider. If the Producer instructs the Background Performer to perform such self-styling or attend a third party service provider for styling, the Producer shall cover all pre-approved expenses related to the required changes.**
- “2. When paragraph 1., above, applies and the Background Performer is approved by the Producer to self-style in excess of thirty (30) minutes or receive hair services from a third party service provider(s), the Background Performer shall be paid:**
 - “(a) The approved time at the Background Performer’s contracted hourly rate, which shall not be included in the computation of overtime, when styling is performed away from the Producer’s premises on a day that the Background Performer works for the Producer; or**
 - “(b) Two (2) hours or the approved time spent in self-styling of hair or in receiving the approved hair services, whichever is greater, at the Background Performer’s contracted hourly rate when styling is performed on a day that the Background Performer does not otherwise work for the Producer.”**
- “3.**
 - “(a) A Producer, or its designee, may, at the Producer’s discretion, request a photo of any Background Performer with the Background Performer’s current hairstyle in advance of the Booking.**
 - “(b) When a photo is requested, the Background Performer shall provide a photo clearly showing the Background Performer’s current hairstyle and colour.**
 - “(c) When 3(a) and (b), above, apply, the Background Performer shall, prior to Booking, confirm that the Background**

Performer’s current hairstyle and colour match the photo provided. No Background Performer shall change the current hairstyle, cut, or colour after the time of Booking without the explicit consent of the Producer.”

- e. *Amend the BCMPA to include a new Appendix XX as follows:*

“APPENDIX XX

“This Hair and Makeup Bulletin was jointly issued by UBCP/ACTRA, the CMPA-BC and the AMPTP in December 2021. This Bulletin is included as an Appendix to the BCMPA for reference only. The terms of this Bulletin are understood to be jointly endorsed best practices and are not terms or conditions of the BCMPA.

“Bulletin Regarding the Provision of Hair and Makeup Services to Performers

“The Alliance of Motion Picture and Television Producers (AMPTP), the Canadian Media Producers Association - BC Producers Branch (CMPA-BC), and the Union of BC Performers (UBCP/ACTRA) are committed to safe and respectful worksites, and an industry free of discrimination.

“In an effort to advance the above principles, the AMPTP, CMPA-BC and UBCP/ACTRA have agreed to the issuance of this bulletin relating to when Producers are providing hair and makeup services on set to Performers, and specifically when providing hair and makeup services to Black, Indigenous, and People of Colour Performers:

- “• Where appropriate, and as early as reasonably practicable, the Hair and Makeup Heads of Department should seek to ensure their crew members are experienced in meeting the hair and makeup needs of Black, Indigenous, and People of Colour Performers engaged on the production.**
- “• Where appropriate, Heads of Department should ensure, as early as reasonably practicable, that proper hair and makeup equipment and products necessary to meet the needs of Black, Indigenous, and People of Colour Performers engaged on the production are available, for example, with respect to makeup shades, hair products, tools and other styling considerations.**
- “• Where the proper skill set, equipment or products necessary to meet the needs of Black, Indigenous, and People of Colour Performers engaged on the production are not available on-set, Producers should**

consult, as appropriate, with the Performer, Head of Department and/or the applicable union/guild with respect to accessing other qualified stylists and artists, or other alternate means of providing appropriate hair and makeup services to Black, Indigenous, and People of Colour Performers.

“An open and constructive dialogue between all parties should be developed to ensure that the hair and makeup needs of Black, Indigenous, and People of Colour Performers are included in the overall assessment of hair and makeup services, when hair and makeup services are being provided by the Producer. Performers are encouraged to bring issues forward to the Producer representative on set in the event hair and makeup needs are not being adequately met.

“Producers are encouraged to make this bulletin available to Performers.

“Producers should ensure that a copy of this bulletin is distributed to the appropriate production personnel at their company.

“The AMPTP, CMPA-BC, and UBCP/ACTRA will continue to work alongside other industry stakeholders to continue to advance the goals of equity, diversity, inclusion and belonging.

“UBCP/ACTRA members are encouraged to reach out to UBCP/ACTRA representatives if they have questions or concerns. Producers with questions are encouraged to contact Tereza Olivero, Director, BC Industrial Relations, CMPA-BC at tereza.olivero@cmpa.ca, 604-694-2713 or Christina Bulbrook, Consultant to the Canadian Affiliates of the AMPTP at christina@amptp.ca, 604-817-3442.”

14. **No Translation**

Modify Article A504 as follows:

“A504 Performer Responsibilities

“A Performer shall at all times report to the set or location ready to work at the time of the Performer’s Call. The Performer is required to know the Performer’s lines of the scenes listed on the call sheet at the time of arriving on the set or at the location. **Performers shall not be required to translate any script material into English or from one language into another.** Performers will at all times comply with the reasonable requests and instructions of the Producer or the Producer’s representative. The Performer will be reasonably familiar with the terms of this Agreement. It is the responsibility of the Performer to identify to the Union Steward any perceived breach of this Agreement whenever such breach is

considered to occur in order that the Union Steward may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement.”

15. **Travel, Transportation and Expenses**

Modify Article A1701 as follows:

“A1701 Travel

“When the Performer's engagement requires travel to a Distant Location or to a Nearby Location beyond the Studio Zone, the Performer shall be entitled to not less than:

“(a) Expenses

- “(i) Actual transportation expenses which a Performer is required to incur by the Producer on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine.
- “(ii) An allowance ~~of thirty five cents (\$0.35)~~ per kilometre **as set forth in the chart below**, if the Performer is required to use the Performer’s personal automobile.

	<u>Effective April 1, 2025</u>	<u>Effective [insert date that is April 6, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]</u>	<u>Effective [insert date that is April 5, 2026, or the first Sunday that is one year following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]</u>	<u>Effective [insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]</u>
<u>Per Kilometre</u>	<u>\$0.35</u>	<u>\$0.43</u>	<u>\$0.48</u>	<u>\$0.55</u>

- “(iii) All rental or leasing costs where the Performer is required by the Producer to lease or rent a vehicle.
- “(iv) All costs for taxi, limousine or other transportation used by the Performer in order to get to and from the destination required by the engagement.”

* * *

16. **Per Diem**

Modify Article A1702 as follows:

“A1702 Per Diem Allowance

“(a) A per diem allowance of ~~one hundred sixty dollars (\$160.00)~~ **not less than the total applicable per diem listed below** for each day the Performer is required to be away from home shall be paid in advance to cover all personal expenses. However, if meals or living accommodation are provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

	<u>Effective April 1, 2025</u>	<u>Effective [insert date that is April 6, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]</u>	<u>Effective [insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]</u>
<u>Breakfast</u>	<u>\$15.00</u>	<u>\$14.50</u>	<u>\$14.50</u>
<u>Lunch</u>	<u>\$20.00</u>	<u>\$22.50</u>	<u>\$25.50</u>
<u>Dinner</u>	<u>\$30.00</u>	<u>\$33.00</u>	<u>\$35.00</u>
<u>Accommodation</u>	<u>\$95.00</u>	<u>\$95.00</u>	<u>\$95.00</u>

“~~Breakfast~~ ~~\$15.00~~ ~~Lunch~~ ~~\$20.00~~
~~Dinner~~ ~~\$30.00~~ ~~Accommodation~~ ~~\$95.00”~~

17. **Dressing Room and Holding Areas**

Modify Article A2001 as follows:

“A2001 Dressing Room, Holding Area and Sanitary Provisions

“(a) The Producer will provide the following facilities:
 “(i) a supply of pure drinking water;
 “(ii) a suitable seat for each Performer during rest periods;
 “(iii) a stretcher or a cot of a type suitable for use as a stretcher;
 “(iv) separate dressing room facilities for male and female Performers where they may change their clothing in privacy and comfort. **No**

Performer may be asked to change in a public washroom (unless it is closed to the public at the time the Performer is required to change) or in unsanitary facilities;

- “(v) separate changing room facilities for Minors of each sex;
- “(vi) a place of safekeeping (such as dressing rooms with adequate locks, lockers or a secured area) for checking normal personal belongings during working hours;
- “(vii) clean and accessible toilets and washrooms; **and**
- “(viii) first aid equipment.

“(b) The Producer shall, where possible, provide for the exclusive use of Performers, clean and comfortable facilities (such as dressing rooms in studios and either trailers or motor homes on location) with reasonable temperature and adequate amount of space, **and appropriate shelter during inclement or intemperate weather.**”

* * *

18. **Space for Lactation/Pumping**

Add a new Article A2010 to the BCMPA as follows:

“A2010 A Performer may request suitable private space for lactation or pumping by giving reasonable advance notice of the Performer’s need to the appropriate individual designated by the Producer for the receipt of such requests. Upon receiving the Performer’s request, the Producer shall make best efforts to accommodate the Performer’s request by providing a suitable private space. It is understood that the availability and type of spaces that may be used to accommodate the Performer’s request may vary depending on factors such as the location at which production is operating.”

19. **Credits**

Add a new Sideletter to the BCMPA as follows:

**“SIDELETTER NO. XX
“April 1, 2025**

“Re: IMDb Credits

“During the 2025 negotiations, UBCP discussed the importance to the advancement of Performers’ careers of accurate credits appearing on the IMDb website, which is commonly used by Producers and casting directors for the purpose of verifying a Performer’s previous work experience.

“This will confirm that the Producer shall make reasonable efforts to assist a Performer engaged on a Production who is unable to obtain from other sources the corroborating information needed to correct or add a credit on IMDb.”

[signature blocks omitted]

20. **Article A24 - Nude Scenes**

a. *Modify Article A2401 as follows:*

“ARTICLE 24 – NUDE SCENES

“When the requirements of a Role involve nudity, semi-nudity or simulated sexual activity, the following conditions, which are intended to ensure that Performers have adequate notice of what is expected and an opportunity to provide meaningful consent, and that measures are in place to ensure their safety and protect against abuse, apply:

“A2401 Auditions

~~“When the requirements of a Role involve nudity, the following conditions apply:~~

~~“(a) — Auditions~~

* * *

~~“(vii)(g) No photos, filming, taping or preservation of the Audition, by any means whatsoever, will be permitted without the prior written consent of the Performer, which written consent must be provided on a form approved by the Union. Access to such materials shall only be granted to individuals with an essential business purpose. This material must be destroyed once it has served its purpose.~~

~~“(viii)(h) No ~~sex acts~~ simulated sexual activity shall be required of any Performer at any Audition.~~

**Renumber Article A2401(a)(i) through (ix) as A2401(a) through (i).*

**Delete Article A2401(b) (Contracts) (now Article A2402).*

* * *

b. *Modify Article A2402 as follows (previously Article A2401(b)):*

“A2402 Contracts

~~“(i)(a) The specific requirements, including but not limited to the exact nature of the ~~nude or semi-nude~~ scenes involving nudity, semi-nudity or simulated sexual activity, the maximum degree of nudity required, the nature of attire (see-through clothes, etc.), and any other relevant information pertaining to the scene which may~~

reasonably be expected to give a full, true and complete disclosure of the nature of the nudity, semi-nudity or simulated sexual activity required must form part of the Performer's written contract and must be submitted to the Performer in writing at least forty-eight (48) hours prior to the signing of the Performer's contract. In exceptional circumstances, when a Producer is required to replace a Performer who has been previously contracted for a nude scene on short notice (i.e., within forty-eight (48) hours of said Performer's first contracted day), then the aforementioned forty-eight (48) hour provision may be waived provided that all other conditions of A24 (Nude Scenes) apply. The Producer shall notify post-production supervisors and editors with an essential business purpose of the applicable requirements.

* * *

**Renumber Article A2401(b)(ii) through (iv) as A2402(b) through (d).*

c. *Add a new Article A2403 as follows (previously Article A2402):*

A2403 Rehearsal and Performance

- “(a) With the exception of the final Rehearsal for camera and lighting, there will be no rehearsing in the nude or semi-nude.
- “(b) During the final Rehearsal ~~as in (a) above~~ for camera and lighting, and during the shooting of ~~nude or semi-nude scenes involving nudity, semi-nudity or simulated sexual activity~~, the set will be closed to all persons (and observation by means of a monitor prohibited), except for those having a direct and proven professional need to be present.
- “(c) ~~Except for continuity purposes, still photos, Polaroids, etc. of a~~ Nude or semi-nude scenes photos will be taken only if the Performer gives prior written consent, said consent to specify the nature of the photo and the planned use of said photo. Access to such materials shall be granted only to individuals with a legitimate business purpose. Unused stills, Polaroids, etc. and negatives of such scenes will either be turned over to the Performer concerned or otherwise accounted for to the Performer's satisfaction.
- “(d) Clips or stills of ~~nude or semi-nude scenes~~ involving nudity, semi-nudity or simulated sexual activity shall not be used in promotion, publicity, trailers or in the case of television in recaps of previous Episodes without the written consent of the Performer.
- “(e) Using a body double for a Performer (who did not originally perform in the nude in the Production) to create a ~~nude or semi-nude scene~~ involving nudity, semi-nudity or simulated sexual activity in a Program shall not be done without the written consent

of the Performer originally contracted for the Role. A complete description of the scene to be body-doubled will be submitted to the originally contracted Performer at the time consent to the use of a double is sought. Using a body double for a Performer is permitted where a Performer was contracted for and performed in a ~~nude or semi-nude scene~~ **involving nudity, semi-nudity or simulated sexual activity** in the Production and has given written consent, provided that the use of such body double is limited to the consent given.

- “(f) With the consent of fellow Performers, in the scene, and with the consent of the director, the Performer may have a personal representative on the set.
- “(g) Where necessary to verify contractual obligations, Performers may request to view the footage at the "fine-cut" stage of a scene in which they appear nude, semi-nude or in scenes ~~of a sexual nature~~ **involving simulated sexual activity**. Permission to view such footage shall not be unreasonably withheld.”

d. *Add a new Article A2404 as follows:*

“A2404 The Producer will use best efforts to engage an intimacy coordinator for scenes involving nudity or simulated sexual activity. The Producer will also consider in good faith any request by a Performer to engage an intimacy coordinator for other scenes. There shall be no reprisal against a Performer who requests an intimacy coordinator.”

21. **Extend Minor Rights Upon Request to Those Aged 17**

Modify Article A2703 as follows:

“A2703 Role of Parent/Guardian

“(a) Parent/Guardian Responsibilities

“The parent/guardian must be familiar with the conditions set forth in Article A27 Minors.

“(b) Parent/Guardian/Chaperone Must be Present

“The parent/guardian/chaperone must be on the set, has the right to be within sight and sound of the Minor and is responsible for the Minor at all times while the Minor is on the set. It is recommended that a monitor that provides both audio and video feeds be made available for the parent/guardian/chaperone to view filming of a scene when circumstances restrict the number of people on set. The parent/guardian/chaperone to Minor ratio shall be no greater than:

AGE OF MINOR	NUMBER OF MINORS PER PARENT/GUARDIAN/CHAPERONE
15 days - 5 yrs	One (1)
6 to 11 yrs	Three (3)
12 to 16 yrs	Five (5)

“One (1) parent/guardian may be designated for up to a maximum of three (3) of their own Minors provided that the parent/guardian is working as a background performer directly in the scene with their Minors.

“The parent/guardian and Producer may apply in writing to vary the ratios as set out above pursuant to Article A2708.

“Upon request of the parent/guardian/chaperone of a Performer aged 17, the rights set forth above shall apply to the Performer.”

- “(c) **Parent/Guardian Must Accompany Minor When Traveling**
 “Notwithstanding A2703(b), the parent/guardian must accompany the Minor when traveling to a location in which the Minor will be housed overnight. The Producer shall be responsible for all travel, food and accommodation expenses.

“Upon request of the parent/guardian/chaperone of a Performer aged 17, the rights set forth above shall apply to the Performer.”

22. **Tutoring for High School Students 17 or 18 Years of Age**

Modify Article A2706 as follows:

“A2706 Education Conditions

- “(a) Tutor Required
 “The Producer shall provide a tutor for any Minor Performer **who normally attends school (i.e., Grade 1 through Grade 12) and any Performer aged 17 or 18** who normally attends school (i.e., Grade 1 through Grade 12) in the following circumstances:
 “(i) The **Minor-Performer** works three (3) or more school days in a production week. If work is scheduled for two (2) days in a production week, but goes beyond two (2) days unexpectedly, the Producer will make best efforts to have a Tutor on the **Minor’s Performer’s** third day of work in that production week and will have a Tutor on any subsequent day of work in that same production week.
 “(ii) The **Minor-Performer** is guaranteed work on two (2) or more school days in each of three (3) or more consecutive production weeks.

“(iii) The ~~Minor-Performer~~ works two (2) school days in each of three (3) consecutive production weeks, in which event the Producer shall provide a Tutor for each consecutive production week thereafter in which the ~~Minor-Performer~~ works two (2) school days.

“Except as otherwise provided above, the Producer must provide a Tutor from the first day of employment unless the ~~Minor-Performer~~ can complete a regular school day at their ~~Performer's~~ regular school on each day of work, as per A2706(d).”

* * *

23. Monies in Trust

- a. *Modify the language in A2709 per Sideletter No. 14 and the Letter of Understanding dated September 27, 2024 as follows:*

“A2709 Monies in Trust:

“If the income or total earnings of a Minor under the age of fifteen (15) years exceeds two thousand dollars (\$2,000) (including re-use or residual payments) on a Production, the Producer is required to deduct twenty-five percent (25%) of all subsequent gross payments of income and any re-use or residual payments and remit those amounts, to be held in trust for the Minor, to one of the following in accordance with the choice made by the Minor or a person acting on behalf of the Minor:

- “(a) ACTRA Performers' Rights Society (ACTRA PRS), or
- “(b) the Public Guardian and Trustee, if required by the Employment Standards Regulation, BC Reg 396/95 (as may be amended or renumbered from time to time); or
- “(c) a trust established for the benefit of the Minor, if permitted by employment standards legislation as may be enacted from time to time; or
- “(d) an account for the benefit of the Minor if approved by a court of competent jurisdiction.

“The Minor's choice of remittance shall be recorded on the performer contract provided at Appendix "E." Where no choice is made by or on behalf of the Minor, the Producer shall remit to the Public Guardian and Trustee unless otherwise approved by a court of competent jurisdiction.

“The term "Production" for the purpose of this Article includes all Episodes of a season or cycle of a Series.

~~“A2709 Monies in Trust:-~~

~~“The Producer shall report to the Public Guardian and Trustee all earnings of Minors under the age of fifteen (15) years of age in every pay period, by remitting a copy of the Minor’s pay statement. Anyone required to pay re-use or residual payments owing to Minors (a "Payer") shall report to the Trustee all re-use or residual payments owing to Minors by remitting a statement.~~

~~“If the Minor's income or total earnings per Production (including re-use or residual payments) exceeds two thousand dollars (\$2,000.00), the Producer and a Payer shall deduct twenty five percent (25%) of any subsequent gross payments of income and twenty five percent (25%) of any re-use or residual payments and in every pay period remit it to the Public Guardian and Trustee of British Columbia in trust for that Minor, or to either of the following as may be approved and directed by the Public Guardian and Trustee of British Columbia:~~

~~“(a) — a trust for the benefit of the Minor,~~

~~“(b) — an account for the benefit of the Minor as may be approved by a court of competent jurisdiction.~~

~~“A remittance shall include a copy of the pay statement of re-use or residual income.~~

~~“If funds are paid to the Public Guardian and Trustee, the Public Guardian and Trustee will pay interest on the funds and shall be entitled to charge the same commission for the administration of the funds as funds held in trust under Section 6 of the Public Guardian and Trustee Act and as prescribed by Regulations to the Public Guardian and Trustee Act.
Address of the Public Guardian and Trustee:-~~

~~“Public Guardian and Trustee of British Columbia~~

~~“Suite 700 — 808 West Hastings Street~~

~~“Vancouver, BC V6C 3L3~~

~~“Telephone: (604) 775-3480~~

~~“evs@trustee.bc.ca~~

~~“<http://www.trustee.bc.ca/>~~

- b. *Delete Sideletter No. 14 (Monies Held in Trust for Minors in British Columbia).*

24. **Dancers and Choreographers**

a. *Modify Article A2303(a) as follows:*

“A2303 Choreographer

“(a) A Choreographer will be compensated at not less than the rate specified in Article B101 (Minimum Daily Fees (Per Performer/Per Program)); for each day worked on the engagement. A Choreographer shall be entitled to the benefits of all the terms and conditions of this Agreement, ~~save and except Use Fees~~ **except that with respect to Use Fees, a Choreographer’s participation is limited to the ratable distribution set forth in Article C409.**

* * *

- b. Increase the minimum rate of a Choreographer in Article B101 to one hundred twenty-five percent (125%) of the Dancer (solo or duo) rate effective *[insert date that is March 30, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]*.
- c. *Dancer and Choreographer Specific Section of the BCMPA:* The parties agree to meet within ninety (90) days after the successor agreement to the 2021 BCMPA has been codified by the parties, with the goal of creating a new section in the BCMPA which contains the provisions of the BCMPA applicable to Dancers and Choreographers for ease of reference.

25. **Auditions**

a. **Audition Procedures**

Add a new Article 28XX as follows:

“NEW A28XX Audition Procedures

- “(a) **For a virtual or in-person Audition, the Producer shall endeavour to make character breakdowns, sides and/or scripts available to Performers forty-eight (48) hours prior to an Audition, but in no event shall character breakdowns, sides and/or scripts be made available less than twenty-four (24) hours prior to an Audition.**
- “(b) **For a self-tape, the Producer shall make character breakdowns, sides and/or scripts available to Performers at least forty-eight (48) hours prior to the deadline for submission of the self-tape, excluding Saturdays, Sundays and statutory holidays. The foregoing deadline does not apply when casting deadlines do not permit (e.g. casting a replacement or casting a Role that was newly added to the script).**

- “(c) Number of Pages Performers shall not be required to Audition more than eight (8) industry standard pages of scripted material for a first Audition that is a self-tape.
- “(d) Performers auditioned in Canada shall be provided with Audition materials similar to those provided to Performers being considered and/or auditioned for the same Role outside of Canada.
- “(e) Accent/Dialect If the script calls for the Role for which Auditions are being conducted to be performed with a specific accent or dialect, the same shall be noted on the casting notice.
- “(f) Translation Performers shall not be required to translate any Audition material into English or from any one language into another language.
- “(g) For virtual Auditions, no Performer shall be required to assume primary responsibility for recording, monitoring and adjusting sound levels, or editing the Audition.
- “(h) Self-tapes for Dancers shall be subject to the following additional requirements:
 - “(i) The Producer shall supply any music or sound required for the self-tape;
 - “(ii) The Producer shall supply specific choreography and may not ask the Dancer to choreograph or improvise a dance. The specific choreography:
 - “(A) may not exceed four (4) eight-beat counts;
 - “(B) must be capable of being performed in an indoor space no larger than eight (8) feet x eight (8) feet x eight (8) feet; and
 - “(C) must be for a solo performance (i.e., no two-person or multi-person dances).
- “(i) The Producer shall endeavour to respond to any inquiries from a Performer whom it has invited to submit a self-tape (or inquiries from the Performer’s agent or other representative) as to whether the Role has already been cast.”

b. **Audition Slate**

Add a new Article 28XX as follows:

“NEW A28XX Standard Self-Tape Slate

“The Producer may only request the following in a slate for a self-tape:

- “(a) The Performer’s name;
- “(b) The Performer’s height (or height when seated for Performers using mobility devices);
- “(c) The Performer’s city and province of residence, and citizenship;
- “(d) The Performer’s current location and province of residence for tax purposes, if different from the city and province of residence;
- “(e) The Performer’s age and birthday, if the Performer is a Minor;

- “(f) Information about the Performer’s special skill(s) which the Producer determines is necessary for the performance of the Role (e.g. horseback riding, swimming, accents, ability to play a musical instrument or play a sport); and
- “(g) A head and shoulders shot and/or a full body shot in portrait orientation. The Producer may not request any changes in camera angles or panning. (For clarity, this does not preclude a Producer from requesting that the Performer change position, e.g., to provide a profile shot.)”

c. **Audition Recalls**

Modify Article A2805 as follows:

“A2805 Audition Recall Fee

- “(a) Performers shall not be required to Audition more than twelve (12) industry standard pages of scripted material for a second or subsequent self-tape.
- “(b) When a Performer is required to attend a third audition at which someone with a significant role in the selection of cast for the Production is not present or a subsequent Audition, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than fifty dollars (\$50.00) for each hour or part thereof.”

d. **Audition Storage and Use**

Add a new Article 28XX as follows:

“NEW A28XX Audition Storage and Use

- “(a) Self-tapes shall be stored in a secure facility or on a secure system which can only be accessed by individuals with a legitimate business purpose.
- “(b) For Auditions, the Producer may not make a recording available publicly without the prior written consent of the Performer, which must be obtained at the time of use.”

- e. The Union agrees to a six (6) month moratorium on grievances arising out of the new language in Article A28XX (Audition Procedures), Article A28XX (Standard Self-Tape Slate), Article A2805 (Audition Recall) and subparagraph (a) of Article A28XX (Audition Storage and Use), commencing on April 1, 2025 or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later. Nevertheless, the Union shall notify a Producer of any instances of non-compliance during this period so that the Producer can make any necessary corrections.

26. **Advance Option**

a. *Modify Article C401 as follows:*

“C401 Percentages of Non-Refundable Advance

“The Producer may pay, at the time of production, one (1) of the following percentages of Net Fees as a Non-Refundable Advance against the following Use Fees for all Uses set forth in Article A357(a)(i)-(viii), based on Performer Participation in Distributors' Gross Revenue:

Option Number	Non-Refundable Advance (% of Net Fees)	Participation in Distributors' Gross Revenue
1	100.0%	3.6%
2	75.0%	4.6%
3	50.0%	5.6%
4	25.0%	6.6%

“The Advance Option may not be accessed for foreign service produced Series. For clarity, co-productions and co-ventures shall not be considered foreign service productions.”

b. *Modify Article C405 as follows:*

“C405 Calculation of Aggregate Participation Advance

“For purposes of calculating additional Use Fees, the Aggregate Participation Advance shall be the total of all the Participation Advance payments paid to Performers on a Production, with the following cap or limitation: No Performer shall be credited with a Participation Advance payment greater than the amount equal to the number of days of principal photography multiplied by ~~twenty (20)~~ **twelve (12)** times the minimum daily fee for a Principal Actor as set out in Article B101 (Minimum Daily Fees (Per Performer/Per Program)).”

27. **Increased Fees for Stand-Ins**

Increase the minimum fee for Stand-Ins in Article D101 of the Agreement, effective [insert date that is March 30, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later], as follows:

	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
Stand-in	8 hours	\$ 256.87 \$ 282.56	\$ 32.11 \$35.32	\$ 48.17 \$ 52.98	\$ 64.22 \$ 70.64

The foregoing rates shall not be subject to any first year wage increase set forth in Item 1 of this Memorandum of Agreement.

28. **Special Ability Background Performer Definition**

Modify Article D204 as follows:

“D204 Special Ability Background Performer means a Background Performer engaged to perform, either alone or as a member of a team or group, special silent businesses with a level of physical proficiency or other physical skills superior to that of the average person, provided that such level of proficiency or other physical skills shall be deemed to exclude stunt work as provided for in Articles A25 and A26. Examples of such special silent businesses are:

- “(a) water-skiing, diving, skin or scuba diving;
- “(b) driving a marine vessel or a commercial motor vehicle, or any motor vehicle requiring a chauffeur's specialized license (i.e., a license other than a Class 5 driver's license);
- “(c) any sport such as, but not limited to, baseball, football, skiing, hockey, soccer, volleyball and horseback riding;
- “(d) discharging of firearms; or
- “(e) any action for which the Producer requires the Background Performer to have a specialized license or certificate to perform on-camera work (e.g., a Producer requiring a Red Seal certificate to perform on-camera welding).”

29. **Minimum Number of Qualified Background Performers**

Modify Article D501 as follows:

“D501 Minimum Number of Qualified Background Performers Required

- “(a) Except as provided in (b), below, whenever the Producer engages ~~sixteen-~~ **(16) seventeen (17)** or more Members as Background Performers (not counting Special Ability Background Performers or Stand-ins) in a

- particular Production on a particular day, the Producer may engage any additional number of persons to perform crowd work.
- “(b) On any theatrical motion picture with a budget of more than twenty million dollars (\$20,000,000.00), whenever the Producer engages ~~twenty-six (26)~~ twenty-seven (27) or more Members as Background Performers (not counting Special Ability Background Performers or Photo Doubles) on a particular day, the Producer may engage any additional number of persons to perform crowd work.
- “(c) Non-Qualified Background Performers must complete the Union Non-Qualified Background Performer Voucher (Appendix “M-1”) prior to commencing work. The Producer will provide a copy to the Performer at the end of the Performer’s work day.”

30. **Background Performer Availability Inquiry**

Add a new Appendix to the Agreement as follows:

“APPENDIX XX

**“COMMITTEE FOR AN ENQUIRY INTO
“BACKGROUND CASTING AND ENGAGEMENT PROCESS**

“During the 2025 negotiations for the British Columbia Master Production Agreement (the “Agreement”), the Union, on the one hand, and the CMPA-BC and the AMPTP, on the other hand (hereinafter the ‘Parties’ for purposes of this Appendix [XX]), acknowledged that there are some casting and engagement practices in relation to Background Performers that both Parties do not support. The Parties discussed a variety of issues and agreed that solutions to these issues, while necessary, are not simple, and require further discussion with Casting Directors and others. Therefore, in the spirit of progressive collaboration and in an effort to create concrete solutions, the Parties agree to establish a Committee with the following mandate:

- “1. The Committee will review and make recommendations to the Parties in respect of the following aspects of the background casting process:**
- “(a) the engagement process of General Background Performers;**
- “(b) the engagement process of Stand-Ins;**
- “(c) concerns raised in respect of allegations of ‘do not hire’ lists;**
- “(d) concerns raised in respect of practices surrounding availability enquiries; and**
- “(e) any other concerns or specific complaints that are brought to the attention of the Committee in regard to the casting of Background Performers.**

- “2. In addition, the Committee shall have as a central focus the development of a ‘Best-Practices’ reference document for Background Performer casting and engagement.**
- “3. Members of the Committee (at a minimum) shall be as follows:**
- “• two (2) representatives of the Union; and**
 - “• two (2) representatives of the Producers’ Associations, one (1) from the CMPA-BC and one (1) from the AMPTP.**
- “The Parties shall, at their discretion, invite Background Casting Directors, Background Performers, Background Agents and Producers to attend meetings of the Committee.**
- “4. Additional representatives from the Union or the CMPA-BC and the AMPTP may also attend as observers at these sessions. All costs associated with the operation of the Committee shall be shared equally between the Union, on the one hand, and the CMPA-BC and the AMPTP, on the other hand.**
- “5. The Committee shall meet at least quarterly (or as otherwise determined by the Committee), in a place to be determined by the Committee.**
- “6. The Committee shall determine its own process. It shall have the right to offer confidentiality to persons who make representations or appear before it.”**

31. **D401 Booking Notice**

Modify Article D401 as follows:

“D401 Booking and Upgrades

“Upon Booking, Background Performers shall be given specific notice of wardrobe requirements, ~~date, time and place of production~~, category of Background Performer work and, if known:

- “(a) any prosthetics or special make-up that is required; or
- “(b) use of rain towers; or
- “(c) when work in artificial smoke and/or fog is required.

“Background Performers shall be given specific notice of the date, time and place of production (whether interior and/or exterior) not less than twelve (12) hours prior to Call time (or upon Booking, if Booking occurs within twelve (12) hours prior to Call time), subject to unexpected occurrences that can be verified (e.g., a change in the production schedule or the need to comply with turnaround for cast or crew).

“If a Background Performer is not provided with specific notice of work described in D401(a), ~~(b)~~ **or (c)** above upon Booking and there is a *bona fide* health and safety reason why the Background Performer is unable to perform duties that require work described in D401(a), ~~(b)~~ **or (c)** above, the Background Performer shall have the right to refuse such work and receive four (4) hours of pay or compensation for actual time worked, whichever is greater. Failure to notify a Background Performer of work described in D401(a), ~~(b)~~ **or (c)** above shall not, however, limit the Producer’s right to require that Background Performer to do other Background Performer work, in lieu thereof, if such other Background Performer work exists.

“Union members shall have the right of first refusal with respect to upgrades, additional work time, and additional work days, except for the purposes of continuity in a scene or specific characteristic requirements.”

32. **Wardrobe**

Modify Articles D407 and D408 as follows:

“D407 Wardrobe

“When a Background Performer is required to provide more than one (1) change of clothing in the same session, the Background Performer shall receive additional compensation at the rate of fifteen dollars (\$15.00) per outfit change.

“A suitable area shall be provided for the storage of Background Performers’ clothing.”

“D408 Specialized Wardrobe

“When a Performer is required to report in specialized wardrobe (i.e., tuxedo, tailcoat, formal gown, or clown uniforms), the Background Performer shall receive additional compensation at the rate of twenty-five dollars (\$25.00) per change per production week or part thereof **(thirty-five dollars (\$35.00) per change per production week or part thereof effective [insert date that is April 6, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]).**

“Note: For purposes of clarification, a "week" as used in this Article D408 is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.”

33. Compensation for Supplying Specialized Items

Modify Article D409 as follows:

“D409 Compensation for Supplying Specialized Items

“~~When a Background Performer is required to provide:~~ Whenever a Background Performer agrees to furnish specialized items at the request of the Producer for use on camera by the Production, the Background Performer shall be compensated as follows:

“(a) for an automobile or other form of vehicular transportation, not less than forty dollars (\$40.00) per day (not less than forty-five dollars (\$45.00) per day, effective [insert date that is April 4, 2027, or the first Sunday that is two years following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]);

“(b) for a dog or other animal, not less than thirty-five dollars (\$35.00) per day; or

“(c) for specialized equipment (e.g., scuba diving equipment), not less than thirty-five dollars (\$35.00) per day;:

“for the use on camera by the Production, the Background Performer shall receive additional compensation of not less than thirty-five dollars (\$35.00) per day.”

34. Artificial Intelligence

Add a new Section F to the BCMPA as follows:

“SECTION F – ARTIFICIAL INTELLIGENCE

“This Section F applies prospectively to live action Productions based on the effective dates set forth herein.

“To the extent practicable, Producers shall endeavour to comply with the provisions of this Section F on or after the first day of the term of this Agreement but prior to the effective dates set forth in F102, F103, and F104 below.

“The parties acknowledge that Producers have historically used digital technologies to replicate or alter a Performer's voice or likeness (e.g., CGI, audio/visual effects) during all stages of production (e.g., pre-visualization, pre-production, production, post-production, distribution, marketing) and may continue to do so, consistent with their historical practices.

“ARTICLE F1 - DIGITAL REPLICATION AND ALTERATION

“F101 Digital Replicas Definitions

- “(a) An “Engagement-Based Digital Replica” is a replica of the voice or likeness of the Performer that is created: (i) in connection with engagement on a Production under this Agreement; (ii) using digital technology; (iii) with the Performer's physical participation; and (iv) is for the purpose of portraying the Performer in photography or sound track in which the Performer did not actually perform.**
- “(b) An “Independently Created Digital Replica” is a digitally-created asset that is: (i) intended to create, and does create, the clear impression that the asset is a natural Performer whose voice and/or likeness is recognizable as the voice and/or likeness of an identifiable natural Performer; (ii) performing in a Role (and not as the natural Performer); and (iii) no engagement arrangement for the Production in which the Independently Created Digital Replica will be used exists with the natural Performer in the Role being portrayed by the asset.**

“Engagement-Based Digital Replica(s) and Independently Created Digital Replica(s) may be referred to collectively herein as Digital Replica(s).

“F102 Engagement-Based Digital Replica

“This Article F102 applies when a Performer, excluding a Background Performer, is engaged by the Producer under this Agreement under a contract entered into on or after [the first Sunday that is 90 days after the later of the date of the notice of full ratification or April 1, 2025] to render services as a Performer on a Production and, in connection with that engagement, the Producer (directly or through a third party) requires the Performer to provide services for purposes of creating an Engagement-Based Digital Replica or uses an Engagement-Based Digital Replica as provided herein.

“(a) Services for Creation of Engagement-Based Digital Replicas

- “(i) A Producer must notify a Performer no less than forty-eight (48) hours in advance of the time the Performer's services are required to create an Engagement-Based Digital Replica, or at the time of engagement if the Performer is engaged less than forty-eight (48) hours in advance of the time the Performer's services are required to create an Engagement-Based Digital Replica. The Producer must obtain the Performer's consent (in accordance with the below) to provide services for purposes**

of creating an Engagement-Based Digital Replica of the Performer for use in connection with a Production. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the Performer's contract that is separately signed or initialed by the Performer or in a separate writing that is signed by the Performer.

(ii) When a Performer provides services for purposes of creating an Engagement-Based Digital Replica on the same day the Performer performs other work for the Producer under this Agreement, any time spent by the Performer in connection with creating the Engagement-Based Digital Replica shall be treated as work time.

“In the event a Performer is required to provide services for purposes of creating an Engagement-Based Digital Replica on a day when the Performer does not perform other work for the Producer under this Agreement, the Performer shall be paid one (1) day at the minimum daily fee for the appropriate category. In the event that the Producer has scheduled such services in order to accommodate the schedule of a Performer, the Performer shall be paid one-half (½) of the minimum daily fee for the appropriate category for a four (4) hour session. If the session exceeds four (4) hours, the Performer shall be paid one (1) day at the minimum daily fee for the appropriate category.

(iii) Notwithstanding the foregoing, no additional payment is due to a Performer for providing services for purposes of creating an Engagement-Based Digital Replica on a day when the Producer is required to pay the Performer for any services or travel; provided, however, that if the Performer is paid less than the applicable minimum daily fee prescribed in (ii), above, the Producer shall also pay an additional amount necessary to reach the applicable minimum daily fee prescribed in (ii), above.

(b) Use of an Engagement-Based Digital Replica

“For purposes of this Article F102(b), “use” of an Engagement-Based Digital Replica refers to use of an Engagement-Based Digital Replica created pursuant to Article F102(a) above that is intended to create, and does create, a depiction of the Performer, excluding a Background Performer, that gives the clear impression that the Performer represented by the Engagement-Based Digital Replica actually

provided services to create image, photography and/or sound when, in fact, the Engagement-Based Digital Replica was used in lieu of the Performer.¹ (See F104 below for provisions regarding use of an Engagement-Based Digital Replica to digitally alter a Performer's performance in photography or sound track previously recorded by the Performer.)

“(i) Use in the Production for Which the Performer Was Engaged

“(a) A Producer may use a Performer's Engagement-Based Digital Replica in connection with a Production for which the Performer was engaged upon obtaining consent to the extent required herein. The Producer must obtain the Performer's consent to use the Engagement-Based Digital Replica in new photography or sound track not previously recorded by the Performer; provided, however, that no consent is required when the photography or sound track remains substantially as scripted, performed and/or recorded.

“Any consent required must include a reasonably specific description of the intended use of the Engagement-Based Digital Replica in that Production. Consent must be clear and conspicuous and may be obtained through an endorsement or statement in the Performer's contract that is separately signed or initialed by the Performer or in a separate writing that is signed by the Performer.

“Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise. In the event the Performer is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the Performer's lifetime or the Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased Performer's authorized representative cannot be identified or located) who represents the

¹ The parties acknowledge that Producers have customarily used digital technologies to depict activities incapable of being performed by a human without serious risk to life or health and/or for use in scenes in which the performer is not recognizable (e.g., a masked character); such uses are not subject to Article F102(b).

deceased Performer's exclusive rights as determined by applicable law.

“(b) If the Producer uses a Performer's Engagement-Based Digital Replica in scene(s) that the Performer would otherwise have performed in person (e.g., using the Digital Replica of a Performer hired for one day for a Role that historically would have been performed by a Performer engaged for five (5) days in a Production), the Performer shall be paid the minimum daily/weekly fee for the appropriate category for the number of production days/weeks that the Producer determines the Performer would have been required to work had the Performer instead performed those scene(s) in person. The Producer will make a good faith effort to estimate the number of production days (without regard to scheduling considerations, e.g., overtime, meal periods, rest periods, etc.) utilizing objective criteria. Such compensation shall be treated as Net Fees under Article A334 of the Agreement.

“No compensation shall be required pursuant to the preceding paragraph when:

- “• the Performer's compensation would have covered the work had the Performer performed the scene(s) in person, based on the form of engagement. For example, if the Engagement-Based Digital Replica of a Performer is used to perform work that could have been performed by the Performer in person within the period of engagement covered by the Performer's contract; or
- “• the Performer's Engagement-Based Digital Replica is used in a scene that the Performer performed in person (e.g., no compensation is due if a Performer was recorded sitting in the front seat of a car and the Performer's Engagement-Based Digital Replica is used to move the Performer to the back seat of the car in the same scene.

“(ii) Use Other Than in the Production for Which the Performer Was Engaged

“A Producer may not use a Performer's Engagement-Based Digital Replica in connection with a Production other than one for which the Performer was engaged or in any other field or medium without obtaining the Performer's consent and bargaining separately for the use.

“Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use in a writing signed by the Performer, but not at the time of engagement, except as provided in the next sentence. When a Performer is engaged on a project specifically identified to be part of a multi-project use (such as a trilogy of related Productions), consent to use the Performer's Engagement-Based Digital Replica in another of the identified projects may be obtained at the time the Performer is first engaged, provided that a reasonably specific description of the intended use is provided for each identified project. Consent for use in other identified project(s) is valid only if the Performer is also engaged in the other identified project(s) or is deceased at the time the other identified project(s) commences production.

“Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise. In the event the Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the Performer's lifetime or the Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased Performer's authorized representative cannot be identified or located) who represents the deceased Performer's exclusive rights as determined by applicable law.

“The daily rate for an Actor under B101 (plus Use fees as applicable) shall be the minimum for purposes of the bargaining referred to above with respect to use of a Performer's Engagement-Based Digital Replica in connection with a Production other than one for which the Performer was engaged or in any other field or medium.

“F103 Independently Created Digital Replica

“The following applies to use of an Independently Created Digital Replica in connection with a Production that commences principal photography on or after [insert date that is the first Sunday that is 90 days after the later of the date of the notice of full ratification or April 1, 2025].

“A Producer may use an Independently Created Digital Replica in connection with a Production for which the natural Performer was not engaged upon obtaining consent as required herein and bargaining for that use. Consent must be clear and conspicuous and obtained prior to exploitation in a writing signed by the natural Performer that includes a reasonably specific description of the intended use.

“Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise. In the event the natural Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the natural Performer's lifetime or the natural Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased natural Performer's authorized representative cannot be identified or located) who represents the deceased natural Performer's exclusive rights as determined by applicable law.

“No consent is required when the use is of the type permitted without consent of the individual portrayed by Canadian court decisions and statutes, including the Canadian Charter of Rights and Freedoms, for purposes of comment, criticism, scholarship, satire or parody, or use in a docudrama, or historical or biographical work. For clarity, this Article F103 does not apply to use of an Engagement-Based Digital Replica created pursuant to Article F102 above in connection with a Production other than the one for which the Performer was engaged; the provisions of F102(b)(ii) apply instead.

“F104 Digital Alteration

“This Article F104 applies when a Performer is engaged by the Producer under this Agreement under a contract entered into on or after [the first Sunday that is 90 days after the later of the date of the notice of full ratification or April 1, 2025] to render services as a Performer in a Production and the Producer (directly or through a third party) digitally alters the Performer's voice or likeness in that Production.

“The Producer must obtain the consent of the Performer to digitally alter the Performer's performance in photography or sound track previously recorded

by the Performer; provided, however, that no consent is required when the photography or sound track of the Performer remains substantially as scripted, performed and/or recorded. Any consent required must be clear and conspicuous and include a reasonably specific description of the intended alteration(s). Consent may be obtained through an endorsement or statement in the Performer's contract that is separately signed or initialed by the Performer or in a separate writing that is signed by the Performer.

“Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise. In the event the Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained any required consent during the Performer's lifetime or the Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased Performer's authorized representative cannot be identified or located) who represents the deceased Performer's exclusive rights as determined by applicable law.

“F105 For clarity, the Producer need not obtain the consent of the Performer under F102 or F104 above to perform post-production alterations, editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of visual/sound effects or filters, standards and practices,² ratings,³ an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or use of a double is permitted under the Agreement. Without limiting the foregoing, no consent is required under F102 or F104 above for purposes of adjusting lip and/or other facial or body movement and/or the voice of the Performer to a foreign language, or for purposes of changes to dialogue or photography necessary for license or sale to a particular market (e.g., substitution of dialogue about an airplane crash for in-flight sales or altering dialogue to adhere to cultural norms for sale to a particular country).

“F106 Claims for violation of this Article F1 are subject to resolution pursuant to Article A10 of the Agreement, as applicable, and must be brought under Article A10. Remedies shall be limited to monetary damages.

“F107
“(a) Except as explicitly set forth herein, it is understood that this Article F1 does not expand or contract any existing rights and obligations under the Agreement.

² The parties agree that adjustments for standards and practices means adjustments to adhere to stricter standards.

³ The parties agree that adjustments for ratings means adjustments to obtain a rating for a wider audience.

“(b) Without limiting the generality of the foregoing, it is understood that nothing herein overrides Article A24 of the Agreement. Furthermore, no Performer may be required to appear in the nude while rendering services for the creation of a Digital Replica without the Performer’s prior consent. In no event shall the Producer require a Minor to appear in the nude while rendering services for the creation of a Digital Replica.”

“ARTICLE F2 - GENERATIVE ARTIFICIAL INTELLIGENCE

“Generative Artificial Intelligence

“The parties acknowledge that definitions of Generative Artificial Intelligence ('GAI') vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2). It does not include “traditional AI” technologies programmed to perform specific functions (e.g., CGI and VFX), such as those already used during all stages of production (e.g., pre-visualization, pre-production, production, post-production, distribution, marketing). The term GAI is used for convenience and this Article F2 shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.

“F201 Use of Synthetic Performers Created Through Generative Artificial Intelligence

“The following applies to use of Synthetic Performers in a Production that commences principal photography on or after *[insert date that is the first Sunday that is 90 days after the later of the date of the notice of full ratification or April 1, 2025]*. A “Synthetic Performer” is a digitally-created asset that: (1) is intended to create, and does create, the clear impression that the asset is a natural Performer who is not recognizable as any identifiable natural Performer; (2) is not voiced by a natural person; (3) is not a Digital Replica (as defined in F101 above); and (4) no engagement arrangement for the Production exists with a natural Performer in the role being portrayed by the asset.

“The parties acknowledge the importance of human performance in Productions and the potential impact on engagement under this Agreement when a Synthetic Performer created through a GAI system is used in a human role that would otherwise be performed by a human. For those reasons, the Producer agrees to give the Union notice and an opportunity to bargain in good faith over appropriate consideration, if any, if a Synthetic Performer is used in place of a Performer who would have been engaged under this Agreement in a human role.

“The parties acknowledge that Producers have customarily used digital technologies to generate non-human characters without the services of a Performer covered under this Agreement, and that the foregoing does not apply to such uses.

“If a Producer intends to create, and does create, a Synthetic Performer with a principal facial feature (i.e., eyes, nose, mouth and/or ears) that is recognizable as that of a specific natural Performer through the use of such identified natural Performer's name and facial feature in the prompt to a GAI system, the Producer shall obtain such identified natural Performer's consent and bargain with such natural Performer for the use of the Synthetic Performer in connection with a Production and no additional discussion with the Union, consideration or remuneration, is required under this Article F2. For clarity, the foregoing provision shall apply to each such identified natural Performer if more than one specific natural Performer's recognizable principal facial feature is used in the described manner (e.g., Performer 1's eyes, Performer 2's mouth). No consent is required when the use is of the type permitted without consent of the individual portrayed by Canadian court decisions and statutes, including the Canadian Charter of Rights and Freedoms, for purposes of comment, criticism, scholarship, satire or parody, or use in a docudrama, or historical or biographical work.

“Claims for violation of this Article F2 are subject to resolution pursuant to Article A10 of the Agreement, as applicable, and must be brought under Article A10. Remedies shall be limited to monetary damages.

“F202 The CMPA-BC and the AMPTP on behalf of its Canadian Affiliates agree to meet regularly with the Union during the term of this Agreement to discuss appropriate remuneration, if any, with respect to photography and/or sound track recorded under this Agreement or any predecessor Agreement that is used to train a GAI system for the purpose of creating Synthetic Performers for use in new production content.

“F203 The parties agree to meet six (6) months in advance of the expiration date of this Agreement to begin negotiations regarding this Article F2.

“ARTICLE F3 - DIGITAL REPLICATION AND ALTERATION OF BACKGROUND PERFORMERS⁴

“F301 Digital Replication and Alteration

⁴ Except as explicitly set forth herein, it is understood that this Article F3 does not expand or contract any existing rights and obligations under the Agreement. Without limiting the generality of the foregoing, it is understood that nothing herein overrides Article A24 as applicable (regarding use of digital technology to double a Background Performer).

“This Article F301 applies when a Background Performer is engaged by the Producer under this Agreement on or after [the first Sunday that is 90 days after the later of the date of the notice of full ratification or April 1, 2025] to appear in a Production and, in connection with the Background Performer's engagement on the Production, the Producer (directly or through a third party):

“(i) requires the Background Performer to provide services for purposes of creating a Background Performer Digital Replica;

“(ii) uses a Background Performer Digital Replica as provided herein; or

“(iii) digitally alters the Background Performer's voice or likeness.

“To the extent practicable, Producers shall endeavour to comply with the provisions of this Article F301 on or after the first day of the term of this Agreement, but prior to [the first Sunday that is 90 days after the later of the date of the notice of full ratification or April 1, 2025].

“For purposes of this Article, a “Background Performer Digital Replica” of a Background Performer is a replica of the voice or likeness of the Background Performer which is created using digital technology with the Background Performer's physical participation and is for the purpose of depicting the Background Performer in a scene in which the Background Performer did not actually appear.

“This Article F301 does not apply to “tiling” of Background Performers.

“F302 Creation of Background Performer Digital Replicas

“(1) A Producer must notify a Background Performer no less than forty-eight (48) hours in advance of the time the Background Performer's services are required to create a Background Performer Digital Replica, or at the time of booking if the Background Performer is booked less than forty-eight (48) hours in advance of the time the Background Performer's services are required to create a Background Performer Digital Replica. The Producer must obtain consent if it requires the Background Performer to provide services for purposes of creating the Background Performer's Background Performer Digital Replica for use in connection with a Production. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the Background Performer's engagement paperwork or voucher that is separately signed or

initialed by the Background Performer or in a separate writing that is signed by the Background Performer.

“(2) When a Background Performer provides services for purposes of creating a Background Performer Digital Replica on the same day the Background Performer performs other work for the Producer under this Agreement, any time spent by the Background Performer in connection with creating the Background Performer Digital Replica shall be treated as work time.

“The Producer will endeavour to schedule the Background Performer's services for purposes of creating a Background Performer Digital Replica on a day when the Background Performer is also working for the Producer under this Agreement, when practicable.

“When a Background Performer provides services for purposes of creating a Background Performer Digital Replica on a day when the Background Performer does not perform other work for the Producer under this Agreement, the Background Performer shall be paid one (1) day's pay at the applicable minimum daily fee under Section D of the Agreement.

“Notwithstanding the foregoing, no additional payment is due to a Background Performer for providing services for purposes of creating a Background Performer Digital Replica on a day when the Producer is required to pay the Background Performer for any services, travel, hold-over on location or a cancelled call; provided, however, that if the Background Performer is paid less than one (1) day's pay at the applicable minimum daily fee under Section D of the Agreement for that day, the Producer shall also pay an additional amount necessary to reach one (1) day's pay at the applicable minimum daily fee.

“F303 Use of a Background Performer Digital Replica

“(1) Use in the Production for Which the Background Performer Was Engaged

“(a) A Producer may use a Background Performer's Background Performer Digital Replica in connection with a Production for which the Background Performer was engaged upon obtaining the Background Performer's consent to the extent required herein. The Producer must obtain the Background Performer's consent to use the Background Performer Digital Replica in new photography or sound track not previously

recorded by the Background Performer; provided, however, that no consent is required when the photography or sound track remains substantially as scripted, performed and/or recorded.

“Consent must be clear and conspicuous and include a reasonably specific description of the intended use of the Background Performer Digital Replica in that Production. Consent may be obtained through an endorsement or statement in the Background Performer's engagement paperwork or voucher that is separately signed or initialed by the Background Performer or in a separate writing that is signed by the Background Performer. Any consent that the Background Performer granted during the Background Performer's lifetime shall continue to be valid after the Background Performer's death unless explicitly limited otherwise. In the event the Background Performer is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the Background Performer's lifetime or the Background Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased Background Performer's authorized representative cannot be identified or located) who represents the deceased Background Performer's exclusive rights as determined by applicable law.

“(b) If the Producer uses a Background Performer's Background Performer Digital Replica in the Role of a Principal Actor or Actor, the Background Performer shall be paid the minimum applicable daily/weekly rate for a Principal Actor or Actor for the number of production days/weeks that the Producer determines the Background Performer would have been required to work had the Background Performer received an upgrade and performed those scene(s) in person. The Producer will make a good faith effort to estimate the number of production days utilizing objective criteria. Such compensation shall be treated as Net Fees under Article A334 of the Agreement.

“(2) Use Other Than in the Production for Which the Background Performer Was Engaged

“A Producer may not use a Background Performer's Background Performer Digital Replica in connection with a Production other than

one for which the Background Performer was engaged or in any other field or medium without obtaining the Background Performer's consent and bargaining separately for the use.

"Consent must be clear and conspicuous and include a reasonably specific description of the intended use. Consent must be obtained prior to use, but may not be obtained at the time of engagement.

"Any consent that the Background Performer granted during the Background Performer's lifetime shall continue to be valid after the Background Performer's death unless explicitly limited otherwise. In the event the Background Performer is deceased at the time the Producer seeks consent (and the Producer has not already obtained consent during the Background Performer's lifetime or the Background Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased Background Performer's authorized representative cannot be identified or located) who represents the deceased Background Performer's exclusive rights as determined by applicable law.

"The applicable daily minimum fee for Background Performers under Section D of the Agreement shall be the minimum for purposes of the bargaining referred to above with respect to use of a Background Performer's Background Performer Digital Replica in connection with a Production other than one for which the Background Performer was engaged or in any other field or medium.

"F304 Digital replication of Background Performers will not be used in lieu of hiring Background Performers necessary to fulfill the applicable number of Background Performers under Article D501 of the Agreement for the scene(s) to be photographed. A Producer shall not use the Background Performer Digital Replica of a Background Performer to circumvent the engagement of that Background Performer.

"F305 Digital Alteration

"The Producer must obtain the consent of the Background Performer to digitally alter the Background Performer's appearance in photography or sound track previously recorded by the Background Performer; provided, however, that no consent is required when the photography or sound track of the Background Performer remains substantially as scripted, performed and/or recorded. Any consent required must be clear and conspicuous and include a reasonably specific description of the intended alteration(s). Consent may be obtained through an endorsement or statement in the

Background Performer's engagement paperwork or voucher that is separately signed or initialed by the Background Performer or in a separate writing that is signed by the Background Performer.

"Any consent that the Background Performer granted during the Background Performer's lifetime shall continue to be valid after the Background Performer's death unless explicitly limited otherwise. In the event the Background Performer is deceased at the time the Producer seeks any required consent (and the Producer has not already obtained consent during the Background Performer's lifetime or the Background Performer's consent is no longer valid after death), the Producer shall obtain the consent of the authorized representative (or the Union, if the deceased Background Performer's authorized representative cannot be identified or located) who represents the deceased Background Performer's exclusive rights as determined by applicable law.

"In the event a Background Performer's lip or facial movements are digitally altered to make it appear that the Background Performer is speaking line(s) and dialogue is included, the Background Performer shall receive an upgrade to a higher category under the Agreement as applicable.

"F306 For clarity, the Producer need not obtain the consent of the Background Performer under F303, F304 or F305 above to perform post-production alterations, editing, arranging, rearranging, revising or manipulating of photography and/or sound track for purposes of cosmetics, wardrobe, noise reduction, timing or speed, continuity, pitch or tone, clarity, addition of visual/sound effects or filters, standards and practices,⁵ ratings,⁶ an adjustment in dialogue or narration or other similar purposes, or under any circumstance when dubbing or use of a double is permitted under the Agreement.

"F307 Claims for violation of Article F3 are subject to resolution pursuant to Article A10 of the Agreement, as applicable, and must be brought under Article A10. Remedies shall be limited to monetary damages."

⁵ The parties agree that adjustments for standards and practices means adjustments to adhere to stricter standards.

⁶ The parties agree that adjustments for ratings means adjustments to obtain a rating for a wider audience.

35. Reading Session and Rehearsal

Modify Articles A345 and A346 as follows:

“A345 Reading Session

~~“When the~~ Producer may requests a Performer ~~to~~ attend a script reading session with other cast members for the benefit of the writer and/or director. Subject to the agreement of the Performers concerned, there may be temporary preservation of Reading Session performance. Use of preserved performance(s) of Reading Session(s) is permitted for promos only, provided the Producer notifies the Performer at least twenty-four (24) hours in advance and the Performer provides prior consent. If the performance is used for promotional purposes, the Performer will be entitled to receive the fee prescribed in A3201. (See also A2305 Reading Session.)

“A346 Rehearsal

Performers may be called for Rehearsals which involve the reading of lines with blocking and other staging movements. Subject to the agreement of the Performers concerned, there may be temporary preservation of Rehearsal performance. ~~Use of such preserved performance is prohibited. Further, the recording shall be destroyed when it has served its assessment function.~~ Use of preserved performance(s) of Rehearsal(s) is permitted for promos only, provided the Producer notifies the Performer at least twenty-four (24) hours in advance and the Performer provides prior consent. If the performance is used for promotional purposes, the Performer will be entitled to receive the fee prescribed in A3201. (See also A2306 Rehearsal).”

36. Production Staff

Modify Article A419 as follows:

“A419 Production Staff

* * *

“(b) The following are exceptions to the above:

- “(i) union members;
- “(ii) animal handlers (appearing in a scene in which they handle animals);
- “(iii) Performer-Directors, Performer-Writers, Performer-Producers, or Performer-Production Staff engaged by written contract as such prior to the commencement of principal photography of the Production;
- “(iv) Production crew members working under the jurisdiction of another union captured on camera in the course of their duties;
- “(v) safety personnel captured on camera in the course of their duties; and
- “(iv)(vi) the exigencies of the Production which require immediate action.”

37. **Change in Scheduled Days**

Modify Article A1906 as follows:

“A1906 Change in Scheduled Days

“If for any reason other than weather, the Producer changes **the Booking of a Performer's Booking Performer** or engagement to another day, the following conditions apply:

“(a) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the Contracted Fee for the original day.

“(b) The Performer shall be paid fifty percent (50%) of the Contracted Fee for the original day if the notice of change is given to the Performer less than ~~forty-eight (48)~~ **thirty-six (36)** but ~~more than~~ twenty-four (24) hours **or more** before the hour scheduled for work to commence.

“(c) If ~~forty-eight (48)~~ **thirty-six (36)** or more hours' notice has been given, no payment to the Performer shall be required for the original day.

“If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfill. For the purpose of this clause, where the Call Time of the Performer has not been specified, it shall be considered to be 10h00, except when it has been designated as a night shoot, in which case the Call shall be considered to be 19h00.”

38. **Vocal or Dialogue Coach**

Modify Article A2304 as follows:

“A2304 Vocal or Dialogue Coach

“(a) A Vocal or Dialogue Coach will be paid no less than the rate as specified in Article B101 (Minimum Daily Fees (Per Performer/Per Program)) for each day worked on the engagement. A Vocal or Dialogue Coach shall be entitled to the benefits of all the terms and conditions of this Agreement, but this coaching does not attract Use Fees, except as set out in Article A2304 ~~(b)~~ **(c)** below.

“(b) **Notwithstanding Article B102, for a Series, the fees for a Vocal or Dialogue Coach shall be calculated on the basis of the minimum daily fees (provided in Article B101 Minimum Daily Fees (Per Performer/Per Program)) per day of production.**

“(c) Double Contracting: Vocal or Dialogue Coaches who perform in another Performer category (e.g., Principal Actor) on the same day(s) they provide, or are contracted to provide Vocal or Dialogue Coaching services, shall receive no less than the minimum daily fee for a Vocal or Dialogue Coach, plus the minimum daily fee for the other Performer category for that day. The other Performer fee(s), including overtime, shall

be subject to Use Fees (where appropriate) and shall be noted on a separate Performer contract. Additional time rates, i.e., overtime, travel, etc., may be paid at the other Performer rate.”

39. **Appendix “P” Fact-Based / Lifestyle And Documentary Programs**

Modify Appendix “P” as follows:

“APPENDIX “P”

“**FACT-BASED / LIFESTYLE/REALITY AND DOCUMENTARY PROGRAMS**

“**FACT-BASED / LIFESTYLE/REALITY PROGRAMS**

“**Preamble:** ~~As this is an emerging genre of production, the~~ The Parties agree to work together to encourage more production of this type under this Agreement.

“a) Definition - a Fact-Based/Lifestyle/Reality Production is a ~~television~~ Production with ~~an average Budget below \$250,000/\$257,000 per half hour, on~~ a non-fictional theme, excluding drama productions, Documentary Programs and game shows. Fact-based/Lifestyle/Reality shows include productions like home renovation, cooking, travel and reality programs. Examples of productions that fall under this definition include: The Lofters (reality program), Meet My Folks (reality contests), Canadian Idol (talent contests), A Wedding Story (fact-based reality), Trading Places (lifestyle reality), Exhibit “A” and 72 Hours.”

* * *

40. **Appendix “Q” British Columbia Independent Production Incentive Program**

Increase the budget tiers in Article Q106 in Appendix “Q” by five and one-half percent (5.5%) effective [*insert date that is March 30, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later*].

41. **Appendix “R” Productions Made for New Media**

Modify Articles R102 and Article R106 as follows:

“**R102 Eligibility**

Except as provided for in R105, Option 1 is available to all New Media Productions produced by a Canadian Producer with a total budget of thirteen thousand seven hundred and thirty-nine dollars ~~twelve-thousand-dollars (\$13,739 \$12,000)~~ or less per minute. New Media Productions with a total budget of over thirteen thousand seven hundred

and thirty-nine dollars ~~twelve thousand dollars~~ (\$13,739 ~~\$12,000~~) per minute shall be subject to the terms and conditions of the BCMPA except for the determination of Use Fees which is set out in section R108 below.

* * *

“R106 Minimum Fees

“New Media Productions shall, where applicable, receive discounts on all applicable rates set out in the BCMPA as described below. Subject to sections R106(b) and R107, available discounts shall apply to all performance category minimum daily, hourly, overtime, and weekly fees. No other rates or fees in the BCMPA may be discounted unless otherwise specified in Option 1.

Tier A	Over \$13,739 \$12,000 per minute	No discount, and BCMPA terms and conditions apply except for the determination of Use Fees, which are set out in section R108 below
Tier B*	Over \$11,735 \$10,000 to \$13,739 \$12,000 per minute	No discount
Tier C*	Over \$9,000 \$7,500 to \$11,735 \$10,000 per minute	25% discount if up to two (2) non-Canadian performers** are engaged, or no discount if more than two (2) non-Canadian performers are engaged
Tier D*	Less than \$9,000 \$7,500 per minute	35% discount if up to two (2) non-Canadian performers** are engaged, or no discount if more than two (2) non-Canadian performers are engaged

* * *

42. **Appendices and Sideletters**

a. **Appendix “C” Project Information Sheet**

Replace the phrase “Extras Lists” with “Daily List of Background Performers” in Appendix “C” Production Information Sheet as follows:

Locations Outside Studio Zone: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please specify:
PLEASE FORWARD TO THE UNION OFFICE: SCRIPT CAST LIST CREW LIST DAY-OUT-OF-DAYS AUDITION LISTS SHOOTING SCHEDULE EXTRAS LISTS <u>DAILY LIST OF BACKGROUND PERFORMERS</u>
PLEASE FORWARD A COPY OF THIS DOCUMENT TO THE UNION AND THE CMPA-BC (vancouver@cmpa.ca)

b. **Appendix "D" Performer Time Report**

Replace " % Buyout" with " % Prepayment or Advance" in Appendix "D" Performer Time Report.

c. **Appendix "E" Performer Contract**

Modify Appendix "E" Performer contract as follows:

Production Company: _____ Telephone: _____
 With offices at (address): _____
 Production Represented by (name): _____ Title: _____
 Contracts with (Performer's Company Name, if applicable): _____ To provide the service of: _____
 Performer's Name: _____ Pronouns to be used by production (optional) _____ Citizenship: _____ Telephone: _____
 UBCP/ACTRA Member: No Yes Member #: _____ SIN: _____ CAVCO: _____ GST/HST: _____
 Address: _____
 Postal Code: _____ Date of birth: _____ If Child, Legal Guardian: _____
 Minor's Trust: The Minor elects to have their the Minor's monies in trust remitted to ACTRA Performers' Rights Society OR BC Public Guardian and Trustee
 Performer's Agent/Representative: _____ Email: _____
 Address: _____ Telephone: _____
 In the Production Entitled: _____
 * * *

NON-MEMBERS, UBCP BACKGROUND MEMBERS, APPRENTICE MEMBERS AND MEMBERS THAT ARE NOT IN GOOD STANDING: By executing this contract I authorize the appropriate work permit fees (see below) to be deducted on a weekly basis for the corresponding category for which I have been engaged.
 Canadian Performer: Two hundred and sixty dollars (\$260.00) Principal Performer / Two hundred and ten dollars (\$210.00) for Actor
 Per the Constitution and By-laws of the Union, an additional 50% of the work permit fee shall be deducted if the Performer has more than three (3) permits to their credit or an additional 100% of the work permit fee if the Performer has more than six (6) permits to their credit.
 Non-Canadian Performer: Two hundred and twenty-five dollars (\$225.00) for the first week of recorded performance and one hundred seventy-five dollars (\$175.00) for each subsequent week of recorded performance for which the non-Canadian performer is engaged.

d. **Appendix "H" Purchaser's Assumption Agreement**

Modify Appendix "H" (Purchaser's Assumption Agreement) as follows:

(Please execute on Purchaser's Letterhead)
PURCHASER'S ASSUMPTION AGREEMENT

Whereas _____, ("Purchaser") has acquired from _____ ("Producer") certain rights in the production entitled _____ ("Production");

And whereas the Production was produced pursuant to the 2021-2024 ~~2025-2028~~ BC Master Production Agreement in effect from April 1, 2021-2025 to March 31, 2024 ~~2028~~ ("Master Agreement").

The parties hereto agree as follows:

1. The Purchaser is hereby bound by all continuing obligations contained in the Master Agreement with respect to the Performers in the Production; and, without limiting the generality of the foregoing, the Purchaser will pay when due all payments required by the Master Agreement to be paid by the Producer to or for the Performers in respect of the Production.

2. Please include a description of the rights the Purchaser has acquired, including (a) the term (whether perpetual or for a limited term), (b) the geographic area(s) in which the rights apply and (b) the media market(s) included in the rights (see Article C1):

2.3. As the Producer has executed a Security Agreement and financing statement in favour of the Union of B.C. Performers, the Purchaser acknowledges and agrees that its right to distribute or license the Production or to in any way exploit the rights in the Production that it is purchasing, are subject and subordinate to the Union of B.C. Performer's Security Interest. The Union of B.C. Performers agrees that so long as all the continuing obligations contained in the Master Agreement with respect to the Performers in the Production, are remitted in a timely manner, it will not exercise any rights under its Security Agreement which would in any way interfere with the Purchaser's rights to distribute or license the Production and receive revenue therefrom.

3.4. The Purchaser will be relieved of its obligations to the Union upon any sale or other disposition of the Production or any rights in the Production only if the party which acquires the Production or any such rights signs an Assumption Agreement in this form with Purchaser and the Union of B.C. Performers.

4.5. The Union of B.C. Performers hereby relieves the Producer of its obligations under the Master Agreement with respect to the Production.

Dated this _____ day of _____, _____.

Purchaser's Full Name:

Address: _____

Phone: _____ Fax: _____ Email: _____

Per: _____ / _____
(Authorized Signatory of Purchaser) (print name)

Union of B.C. Performers

Per: _____ / _____
(Authorized Signatory) (print name)

Per: _____ / _____
(Authorized Signatory) (print name)

Producer Per: _____ / _____
(Authorized Signatory) (print name)

e. **Appendix "I" Distributor's Assumption Agreement**

Replace Distributor's "Fax" with "Email" on Appendix "I" Distributor's Assumption Agreement.

f. **Appendix "J" Security Agreement**

Modify Appendix "J" Security Agreement as follows:

SECURITY AGREEMENT

This Security Agreement, made pursuant to Article A417 and C505 of the ~~2021-2024-2025-2028~~ British Columbia Master Production Agreement (the "Master Agreement"), dated the _____ day of _____, (month) (year)

g. **Appendix "M" Background Performer Voucher**

Add the following to Appendix "M" (Background Performer Voucher):

"MINOR'S TRUST: The Minor elects to have any required monies in trust remitted to:

" ACTRA Performers' Rights Society OR BC Public Guardian and Trustee"

h. **Remove Sideletters**

Remove Sideletter No. 14 (Monies Held in Trust for Minors in British Columbia) and Sideletter No. 17 (COVID-19) from the Agreement.

43. Housekeeping

a. Gender Neutral Language

i. *Modify Article A341 as follows:*

“**A341 Producer** means the individual, company, corporation or organization which controls, administers, directs and is responsible for the production of any Program, whether or not ~~s/he or it~~ the Producer is or will be the Copyright Holder of the finished Program.”

ii. *Modify Article A801 as follows:*

“**A801 Series Options**

“A Performer may grant an option for ~~his~~ the Performer’s services for not more than six additional years’ engagement, provided that the following criteria are met:”

iii. *Modify Article A1907 as follows:*

“**A1907 Postponement of Scheduled Call Time**

“(a) If the notice of postponement is given to the Performer less than eight (8) hours before the originally scheduled Call time, the Performer shall be paid from ~~his or her~~ the originally scheduled Call time.”

iv. *Modify Article A1908(b) as follows:*

“**A1908 Cancellation of Scheduled Days**

* * *

“(b) ~~Where~~When a Performer arrives on set for ~~his or her~~ the scheduled Call time and is subsequently not used on that day, the day is not a “cancelled day” for the purposes of Article A334 (Net Fee) of this Agreement.

v. *Modify Article A2806 as follows:*

“**A2806 Audition Delay Fees**

“A Performer who is detained by the Producer for more than one (1) hour commencing at the individual Performer’s Audition Call Time, shall be compensated for all excess time over the one (1) hour at the rate of thirty dollars (\$30.00) per hour or part thereof. If a Performer is more than ten (10) minutes late, the Performer ~~s/he~~ will not be entitled to Audition delay fees.”

vi. *Modify Article A3202 as follows:*

“A3202 Availability of Performer for Promotion

The Performer shall agree to be available as reasonably required by the Producer for the purposes of promoting and publicizing the Production. The Performer shall ~~ensure his availability be~~ **available** for no less than an aggregate of four (4) hours for such purpose.”

vii. *Modify Article A3302 as follows:*

“A3302 Flashbacks

“If Flashbacks are used in an Episode in which a Performer does not otherwise appear, the Performer shall be paid not less than ~~his~~ **the Performer’s** contracted daily fee for the Program from which the flashback footage was taken. All other terms and conditions of this Agreement (including Use Fees) shall apply as if the Performer had actually participated.

viii. *Modify Appendix “P” Documentary Programs as follows:*

“b) Inclusions:

* * *

“c. Any other distinct, recurring individual who plays an integral role in a production and appears in at least six (6) episodes. It is understood that once such a person is covered, the individual is not automatically covered on future episodes of a Series unless ~~s/he~~ **the individual** continues to qualify.”

* * *

“(d) Furthermore, for tribute Documentary Programs, a Performer is entitled to waive any applicable interview fee required under the agreement at ~~his or her~~ **the Performer’s** discretion. A copy of the waiver is to be provided to UBCP.”

* * *

ix. *Modify Appendix “E” Standard Performer Contract as follows:*

“The Performer authorizes the Producer to make such deductions from ~~his/her~~ **the Performer’s**...

xi. *Modify D405 as follows:*

“D405 Working in a Higher Category

“If a Background Performer is upgraded to a higher-rated Background Performer category in the course of a work day, then the higher rates shall prevail for that entire work day. If the Background Performer is called back for the next day and the Producer intends that ~~s/he~~ **the Background Performer** shall revert back to the original rate of engagement, the Background Performer shall be notified of such intention at the time of the callback.”

b. **Free Television**

Modify Article C203(c) as follows:

“C203 Free Television

* * *

“(c) World Market:

“(i) Each Use in any country except Canada, United States, Great Britain and West -Germany	10%
“(ii) Each Use in Great Britain	5%
“(iii) Each Use in West Germany	4%
“(iv) Each Use in any single country, except Canada, U.S., Great Britain and West Germany	2%”

c. **Theatrical Production**

Modify A604(b) as follows:

“A604 Theatrical Production

“The following procedures shall govern the issuance of work permits for non-Canadian Performers in Theatrical Productions:

* * *

“(b) Notwithstanding the provisions of A604(a) of this Article, the Union recognizes that it may be necessary in certain Theatrical Productions for the Producer to allocate billing to one (1) Performer and compensation to a different Performer. In such circumstances, the Producer may make application, pursuant to A112 (Enabling Provision) to the Union ~~of the Union~~ for consideration of such requirements. The application shall include the script, proposed Roles, billing and compensation for the Canadian Performers named in the application and such other

documentation as may reasonably be required by the Union. All required documentation and the oral submissions, if any, from the applicant shall be considered confidential communications. The decision of the Union shall be made and communicated to the applicant as promptly as possible in the circumstances.”

* * *

d. **Minimum Daily Fees**

i. *Modify Article D101(b) as follows:*

“D101 Minimum Daily Fees (Per Qualified Background Performer)

* * *

“Where a Background ~~Extra~~ Member is one (1) of the first ~~sixteen (16)~~ **seventeen (17)** Background Performers hired on a Production day (or one (1) of the first ~~twenty-six (26)~~ **twenty-seven (27)** Background Performers hired on a Production day for a theatrical motion picture with a budget of twenty million dollars (\$20,000,000) or more), such ~~extra-member~~ **Background Member** shall be paid in accordance with D101(a) (Minimum Daily Fees (Per Qualified Background Performer)).

“(b)

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5	Overtime Rate @ 2x
UBCP Background Extra Member*	Per Employment Standards Act		Per Employment Standards Act	Per Employment Standards Act	Per Employment Standards Act

“*This rate applies when a ~~UBCP~~ Background ~~Extra~~ Member **of the Union** is hired, but is not one (1) of the first ~~sixteen (16)~~ **seventeen (17)** Background Performers hired on a Production day (one (1) of the first ~~twenty-six (26)~~ **twenty-seven (27)** Background Performers hired on a Production day for a theatrical motion picture with a budget of twenty million dollars (\$20,000,000) or more). The inclusion of this rate in this Section D is subject to the provisions of Sideletter No. 7 to this Agreement and shall not be interpreted, nor shall it be construed, as voluntary recognition by the Producer of the Union as representative of background performers beyond those Qualified Background Performers in Section D5. It is further understood by all parties that no other provision of the BCMPA shall apply to such Background ~~Extra~~ Members engaged pursuant to D101(b).”

ii. *Modify Article Q109(a) as follows:*

“Q109

“(a) Minimum fees payable to Performers in Qualified Background Performer categories may not be discounted. However, the minimum daily requirement for Qualified Background Performers ~~may be~~ **is** ten (10) ~~qualified-extras~~. For Productions that qualify as Super-Low Budget, the requirement to engage UBCP members as Background Performers (Article D501) will be waived.”

* * *

e. **Wardrobe/Make-up/Hair**

Modify Article D403 as follows:

“D403 Wardrobe/Make-up/Hair Call

“When a Background Performer is required to report on other than a regular production day for choosing or fitting wardrobe or for a make-up/hair test, there shall be a minimum call of two (2) hours for such work at the Background Performer's contracted hourly rate. Any work time in excess of two (2) hours shall be paid at **the** Background Performer's contracted hourly rate.”

f. **Administration Fees**

Modify the language in A413(b) as follows:

* * *

“(b) **CMPA Fees** If the Producer is a Member in Good Standing of the CMPA as of the date of the remittance of the administration fee, the Producer shall pay a sum equal to one percent (1%) of the Gross Performers' Fees, to a maximum of three thousand dollars (\$3,000) per Production or Episode, to the Canadian Media Producers Association – BC Producers Branch (hereinafter “**CMPA-BC**”). However, if the Gross Performers' Fees in respect of a Production (excluding a Series) exceeds two million dollars (\$2,000,000), the above-noted maximum administration fee shall be five thousand dollars (\$5,000). **The CMPA confirms its right to modify the CMPA fee at any point at its sole discretion.** This provision may not be reduced or waived without the written agreement of the **CMPA-BC**.”

* * *

g. **Appendix “A”**

Update the Companies in Appendix A as provided on the attached Exhibit 1.

h. Sideletter No. 2

Update the list of Companies in Sideletter No. 2 as provided on the attached Exhibit 2.

44. Risk Performance Clarification

Modify the language in A348 as follows:

"A348 Risk Performance means the undertaking of any action by a Performer (other than a Stunt Performer engaged to perform a stunt or stunts) which action could **reasonably** be considered dangerous and beyond the Performer's general experience or the placing of the Performer in a position which would normally be considered hazardous."

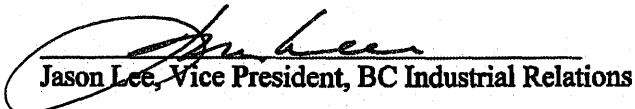
FOR THE NEGOTIATING PRODUCERS REPRESENTED BY THE CANADIAN AFFILIATES OF THE ALLIANCE OF MOTION PICTURE AND TELEVISION PRODUCERS



Carol A. Lombardini, President

Date: February 13, 2025

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



Jason Lee, Vice President, BC Industrial Relations

Date: February 13, 2025

FOR THE UNION OF BRITISH COLUMBIA PERFORMERS, THE BRITISH COLUMBIA BRANCH OF ACTRA


Keith Martin Gordey, President

Date: February 12, 2025


Lesley Brady, Director of Contracts

Date: FEB. 12, 2025

EXHIBIT 1

APPENDIX "A" TO THE 2025-2028 BCMPTA

List of Individuals, Persons, Partnerships, Firms, or Corporations Bound By This Agreement

137 Production Services Inc.
20th Century Studios Vancouver Productions, Ltd.
3253 Production Services Inc.
Alameda Entertainment, B.C., Inc.
Ambleside Production Services Inc.
Apple Studios Canada Inc.
Bear Claw Productions Ltd.
Beckmark Production Services Inc.
BL Buster Production Services Inc.
Brightlight Pictures Inc.
CBS Canadian Film and Television Inc.
Gabriel Simon Production Services Limited
GEP Productions Inc.
Ginkym Production Services Inc.
Kiki Bee Production Services Inc.
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC
Manly Shore Production Services Inc.
Mayflower Productions, Inc.
MGM Production Services (B.C.) Ltd.
MGM Production Services (Canada) Ltd.
Netflix Studios, LLC
Paramount Pictures Corporation (Canada) Inc.
Renraw Production Services Inc.
Riverside Television, B.C.
Screen Gems (Canada) Ltd.
Shadow Lake Films, a division of Adjacent Production Services Inc.
Silverstrand Production Services Inc.
SKG Studios Canada Inc.
Stage 49 Ltd.
Twentieth Century Fox Canada Limited
Universal Studios Canada, Inc.
Warner Bros. Pictures (B.C.), Inc.
Warner Bros. Television (B.C.) Inc.
Water Tower Production Services Inc.
WBTv Canada Productions Services Inc.
wiip Productions, LLC

EXHIBIT 2

Companies Listed in Sideletter No. 2 to the 2025-2028 BCMPTA

20th Century Studios, Inc.
ABC, Inc.
ABC Family Channel
ABC Signature LLC
Alameda Entertainment, Inc., B.C.
American Broadcasting Companies
Apple Studios Canada Inc.
Apple Video Programming LLC
Atlantis Alliance Productions Ltd.
Buena Vista Pictures Distribution
Buena Vista Television
CBS Canadian Film and Television Inc.
CBS Productions Inc.
CBS Studios Inc.
CPT Holdings, Inc.
Columbia Pictures Industries, Inc.
Columbus Circle Films
DIC Entertainment LP
DIC Productions LP
Disney Channel
Eye Productions Inc.
Focus Features LLC
4400 Productions Inc.
FOX Broadcasting Company
FX Productions LLC
Gabriel Simon Production Services Limited
Games Production, Inc.
Granada Media Group Limited
Hollywood Pictures
Home Box Office
Horizon Scripted Television Inc.
JHC TV Canada Limited
King Phoenix Productions, Inc.
King Telepro, Inc.
L Word Season IV Productions Inc.
Legendary Features Productions US, LLC
Legendary Pictures Productions, LLC.
Mayflower Productions, LLC
Mandalay Pictures LLC
MGM Production Services (B.C.) Ltd.
MGM Distribution Co.

MGM Television Entertainment Co.
Miramax Pictures
NBC Universal Television Distribution, a division of Universal Television Group LLC
Netflix Studios, LLC
Paramount Pictures Corporation
Paramount Pictures Corporation (Canada), Inc.
Pet II Productions
Producers Entertainment Group Ltd.
Remote Productions
Republic Home Entertainment
Riverside Television, B.C., Inc.
Rogue, a division of Focus Features
SKG Studios Canada Inc.
Screen Gems (Canada) Ltd.
Showtime Networks, Inc.
Spelling Television, Inc.
Steven Bochco Productions, Inc.
Storyteller Production Co., LLC.
TNT Originals Telepictures Distributions
Turner Films, Inc.
Turner Pictures Worldwide Distribution, Inc.
Twentieth Television
Universal City Studios LLC
Universal 1440 Entertainment LLC
Universal Content Productions LLC
Universal Television LLC
Universal Television Enterprises LLC
VC Productions Inc.
VZS: Western Pictures, Inc.
Viacom Productions, Inc.
Walt Disney Pictures
Warner Bros. International Television Distribution Inc.
Warner Bros. Pictures
Warner Bros. Television
Warner Bros. Domestic Television Distribution
Warner Bros. Pictures (B.C.), Inc.
Warner Bros. Television (B.C.) Inc.
wiip Productions, LLC
Wilshire Court Productions
Worldvision Enterprises, Inc.
WT Productions, Co.