

January 29, 2025

GENERAL MEMORANDUM OF AGREEMENT OF APRIL 1, 2025
between
BRITISH COLUMBIA AND YUKON COUNCIL OF FILM UNIONS
and
ITS COUNCIL-MEMBER UNIONS
MOTION PICTURE STUDIO PRODUCTION TECHNICIANS, LOCAL 891 IATSE,
INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 155 and
INTERNATIONAL CINEMATOGRAPHERS GUILD LOCAL 669, ON THE ONE HAND,
and
THE NEGOTIATING PRODUCERS, ON THE OTHER HAND

This Memorandum of Agreement and its Appendices are entered into as of April 1, 2025 between the British Columbia and Yukon Council of Film Unions (hereinafter referred to as the "B.C. Council" (or "BCCFU")), which is comprised of Motion Picture Studio Production Technicians, Local 891 of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada ("IATSE Local 891"); Teamsters Local Union No. 155 affiliated with the International Brotherhood of Teamsters ("Teamsters 155"); and International Cinematographers Guild, Local 669 of the International Alliance of Theatrical Stage Employees and Motion Picture Technicians, Artists and Allied Crafts of the United States and Canada ("ICG Local 669"), on its own behalf and on behalf of its respective Council-Member Unions, on the one hand, and the Canadian Affiliates of the Alliance of Motion Picture and Television Producers ("AMPTP") and the Canadian Media Producers Association - BC Producers Branch ("CMPA-BC") on behalf of the Negotiating Producers, on the other hand.

This Memorandum of Agreement and its Appendices (Appendix "A," which is applicable only to IATSE Local 891; Appendix "B," which is applicable only to Teamsters 155; and Appendix "C," which is applicable only to ICG Local 669 (hereinafter referred to as the "Appendices")) reflect the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement and its Appendices will be reduced to formal contract language. This Memorandum of Agreement and its Appendices do not set forth contract language, except where the context clearly indicates otherwise.

EFFECT OF CHANGES

All of the provisions of the 2021-2024 Master Agreement, its Appendices and the Supplemental Master Agreement, as extended by the Memorandum of Agreement of April 1, 2024, shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the Wage Scales, Hours of Employment and Working Conditions of the Master Agreement, its Appendices (referred to as the "Side table Agreements"), and/or in the Supplemental Master Agreement, unless otherwise specifically provided.

The provisions contained herein shall be effective as of April 1, 2025 or the first Sunday following the business day on which the AMPTP and CMPA-BC (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.

Ratification of this Memorandum of Agreement by two of the Council-member Unions constitutes ratification of the Master Agreement, its Appendices and the Supplemental Master Agreement.

1. **Term (Article 17)**

Modify Article Seventeen as follows:

“Article Seventeen: Term of Master Agreement

“17.01 Term: The term of this Master Agreement shall commence on April 1, ~~2024~~ **2025** and continue to and including March 31, ~~2024~~ **2028**. All of the provisions hereof shall continue in force until such time as a successor agreement is concluded.”

2. **General Wage Increase**

Except as otherwise provided in this Memorandum of Agreement (including in Items 1.a.i., 1.c. and 1.d.i. of Appendix “A” to this Memorandum of Agreement and Item 1 of Appendix “C” to this Memorandum of Agreement), increase minimum 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.

For clarity, the foregoing general wage increases shall not apply to wage rates on productions subject to a “one period lag,” which shall instead adjust wage rates to be those in the prior period on the applicable effective dates listed in the foregoing paragraph.

3. **Pension Contribution Increase**

Increase each of the aggregate Employer fringe benefit contribution rates in the Agreement by one percent (1%) 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*]. This increase shall be allocated to the Council-member Unions’ Pension contribution rates.

4. **Kilometrage Rate**

a. *Modify Article 5.02 of the Agreement as follows:*

“5.02 Travel Within Studio Zones: Employees agreeing to use their private vehicles for production use will be paid a minimum of ~~thirty-five cents (\$0.35)~~ **the** per kilometre **rate set forth in the following chart**. This Article shall not apply if on-production Employees are driving from one location within the Studio Zone to another location within the same Studio Zone during the course of the work day.

	<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 Rate</u>	<u>\$0.35</u>	<u>\$0.43</u>	<u>\$0.48</u>	<u>\$0.55</u>

b. *Modify Article 5.04 of the Agreement as follows:*

“5.04 Nearby Location: For locations outside the boundaries of the Studio Zones where the Employee will not be required to be lodged overnight, the Employer shall provide transportation to and from the location from a marshalling point or points within the Studio Zones. If this transportation is provided, Employees shall be obligated to use it. However, the Employer may, at its discretion, grant an Employee's request to be excused from the obligation to use the transportation provided by the Employer, in which case the Employee's travel shall be at the Employee's own expense and the Employee shall not receive pay for travel time. As an alternative, the Employer may pay each Employee using ~~their own a personal~~ **personal** vehicle, ~~thirty-five cents (\$0.35)~~ **the** per kilometre **rate set forth in the following chart for each kilometre** driven from the nearest Studio Zone limit to the location and then back to the nearest Studio Zone limit.

	<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 Rate</u>	<u>\$0.35</u>	<u>\$0.43</u>	<u>\$0.48</u>	<u>\$0.55</u>

c. *Modify Article B5.02 as follows:*

“**B5.02** (a) Employee vehicles can be used ~~on-for~~ Employer business only if authorized by the Employer. An Employee shall arrange for adequate insurance coverage before using the Employee’s motor vehicle on Employer business. It shall not be a violation of this Master Agreement for an Employee to refuse to use the Employee’s motor vehicle on Employer business. When an Employee uses ~~the Employee’s a personal vehicle in-for~~ authorized Employer business, an allowance of ~~thirty-five cents (\$0.35) the~~ per kilometre **rate set forth in the following chart** shall be paid.

	<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 Rate</u>	<u>\$0.35</u>	<u>\$0.43</u>	<u>\$0.48</u>	<u>\$0.55</u>

“(b) When the Employer requires an Employee to “pre-set” the Employee’s personal vehicle during the course of the workday – that is, to move the Employee’s personal vehicle to the location where the Employee will be dismissed at the end of that day – the Employee shall be paid ~~thirty-five cents (\$0.35) the~~ per kilometre **rate set forth in the following chart** for travel to that location and be reimbursed, upon presentation of an appropriate record of payment, for any bridge tolls.

	<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 Rate</u>	<u>\$0.35</u>	<u>\$0.43</u>	<u>\$0.48</u>	<u>\$0.55</u>

* * *

d. *Modify Footnote **** to the Teamsters Local Union No. 155 Rates as follows:*

“***** Company may require party furnishing smaller wild animals or dogs to deliver to the studio. Compensation time of Wild Animal Trainer or Wild Animal Handler or of Dog Trainer or Dog Handler to begin and end at the studio; however, if such Trainer or Handler is not the owner of the smaller wild animals or the dogs, compensation time shall be paid from and to the compound or kennel. If such Trainer or Handler is not the owner of the smaller wild animals or the dogs but supplies the car used for transporting them, the Trainer or Handler shall be paid an allowance of ~~\$0.35 per km~~ **the per kilometre rate set forth in the following chart** for such transportation.

	<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 Rate</u>	<u>\$0.35</u>	<u>\$0.43</u>	<u>\$0.48</u>	<u>\$0.55</u>

5. **Bulletin re: Accommodations on Distant Location**

Negotiating Producers agree to issue the following bulletin:

“During the 2025 negotiations for the British Columbia and Yukon Council of Film Unions Master Agreement, the Unions brought to our attention that Employees who are lodged overnight on Distant Location are not always provided accommodations for the entire daily rest period required under Articles A1.20, B3.01 and C7.01. This situation could raise health and safety concerns should an Employee drive home from Distant Location rather than remain in accommodations that will not be available for the entire daily rest period.

“It is important to remember that Employers have obligations under Article 12.01 and the Workers Compensation Act to provide a safe work environment. Adequate rest after a work shift, particularly a lengthy work shift, is an important element for maintaining a safe and healthy working environment.

“To ensure that Employees have adequate rest prior to returning from Distant Location, productions should strive to ensure that housing accommodations are available to the Employee for the entire daily rest period. In addition, Employers should encourage Employees to remain on Distant Location during their daily rest period after dismissal from their last work shift at that location rather than driving home if the work shift has been lengthy and the Employee is tired.

“Please ensure a copy of this bulletin is distributed to appropriate production personnel.”

6. **Per Diem**

a. *Modify Article 5.07 as follows:*

“5.07 Per Diem Allowance: On distant locations within any of the Canadian Provinces or Territories, the Employee shall be paid ~~in advance~~ a per diem allowance commensurate with the standard of living in the work area but not less than ~~\$65.00 the total applicable per diem listed below~~. However, if meals are provided at the expense of the Employer, the per diem allowance may be reduced ~~by the appropriate amount(s) listed below in the following manner: Breakfast, \$14.50; Lunch, \$20.50 and Dinner, \$30.00~~. The ~~foregoing~~-dollar amounts will be payable in U.S. dollars when in the United States. **To the extent practicable, the Employer shall pay per diem allowance to an Employee in advance provided the Employee has submitted the requisite start paperwork which has been completed and approved and the Employee has been added to the payroll system prior to travel.**

	<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>\$14.50</u>	<u>\$14.50</u>	<u>\$14.50</u>
<u>Lunch</u>	<u>\$20.50</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>Total Per Diem</u>	<u>\$65.00</u>	<u>\$70.00</u>	<u>\$75.00</u>

b. *Modify Article 5.08 as follows:*

“5.08 Unworked Days on Distant Location: An Employee on distant location shall receive \$130.00 per diem on an unworked sixth day in lieu of any other payment and \$130.00 on an unworked seventh day in lieu of any other payment. An Employee on distant location shall receive a \$65.00 per diem on an unworked Statutory Holiday in lieu of any other payments. For all additional days not worked while on distant location, the Employee will receive eight (8) hours of straight time pay plus a \$65.00 per diem. **The \$65.00 per diem in the two preceding sentences shall increase to \$70.00 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]; and to \$75.00 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].** With respect to the foregoing, fringe payments shall not apply.

7. **Menstrual Products and Space for Breast Feeding / Pumping (Article 6.08)**

Modify Article 6.08 as follows:

“6.08 Shelter and Washroom Facilities:

* * *

“(c) An Employee may request suitable private space for breast feeding or pumping by giving reasonable advance notice of the Employee’s need to Human Resources and/or the appropriate individual designated by the Employer for the receipt of such requests. Upon receiving the Employee’s request, the Employer shall make best efforts to accommodate the Employee’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 Employee’s request may vary depending on factors such as the location at which production is operating.

“(d) The Employer shall make best efforts to provide menstrual products at no cost to the Employee, including clean and hygienic tampons and menstrual pads. The Employer may make the products available in restrooms or other areas readily accessible to all employees that offer a reasonable amount of privacy or may give such products to an appropriate individual (e.g., a member of First Aid) for distribution upon request. The Employer shall also make best efforts to provide an appropriate container for the disposal of menstrual products.”

8. **Training Trust – Increase Contribution Amounts and Maximums (Article 8.06)**

Modify Article 8.06 as follows:

“8.06 BC Motion Picture Training Society:

* * *

“(b) Funding:

“(i) On motion pictures, programs, episodes and parts of a mini-series commencing principal photography prior to *[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]*, the Employer shall contribute five cents (\$0.05) per hour worked to the Society up to the following maximums:

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

“(i)(2) \$10,000 for a TV or High Budget SVOD mini-series;

“(iii)(3) \$10,000 per season for episodic TV series or High Budget SVOD series; and

“(iv)(4) \$10,000 for Features.

“(ii) **On motion pictures, programs, episodes and parts of a mini-series commencing principal photography on or after [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], the Employer shall contribute five cents (\$0.05) per hour worked (except that the Employer shall contribute ten cents (\$0.10) per hour worked on movies of the week and Features) to the Society up to the following maximums:**

“(1) **\$2,500 per TV episode, High Budget SVOD Program or episode, mini-series segment (also sometimes referred to as a “part”) or Home Video;**

“(2) **\$40,000 for a TV or High Budget SVOD mini-series;**

“(3) **\$40,000 per season for episodic TV series or High Budget SVOD series; and**

“(4) **\$20,000 for movies of the week and Features.**

“For any season of a TV or High Budget SVOD series or mini-series, at least one (1) episode or part of which commences principal photography on or after [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], the per season or per mini-series caps set forth in subparagraphs (ii)(2) and (3) above (as applicable) shall apply in lieu of the caps set forth in subparagraph (i)(2) and (3) above.

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

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

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

“The parties recommend to the Directors of the Society that **(i) the hair and make-up program described in Sideletter No. 19 be fully funded during the term of the Agreement; and (ii) a website be developed to identify Employees**

who have successfully completed training programs offered by the Society the Society adopt a resolution during the term of the 2018 Master Agreement to provide for one or more application(s) by the Society to the provincial and/or federal government(s) for matching contributions to the Society.”

9. **Paid Illness or Injury Leave (Article 18)**

Modify Article 18 as follows:

“Article Eighteen: ~~Paid Sick~~ Illness or Injury Leave”

“18.01 Employers shall provide Employees with paid-sick illness or injury leave in accordance with the qualifications and conditions of the B.C. Employment Standards Act.”

10. **Sideletter re: Productions Made for New Media**

a. *Renew the Sideletter re: Productions Made for New Media as follows:*

“E. Sunset Clause”

“The parties recognize that these provisions are being negotiated at a time when the business models and patterns of usage of New Media Productions are in the process of exploration, experimentation and innovation. This Sideletter shall expire on March 31, ~~2024~~2028 unless renewed by mutual agreement of the Parties.

“No later than sixty (60) days before that expiration date, the parties will meet to negotiate new terms and conditions for New Media Productions. The parties further acknowledge that conditions in this area are changing rapidly and that the negotiation for the successor agreement will be based on the conditions that exist and reasonably can be forecast at that time.”

b. *Modify Paragraph D of the Sideletter re: Productions Made for New Media as follows:*

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

“(1) The following terms shall be applicable prospectively only. They shall not apply to:

“(a) ~~a~~Any High Budget SVOD Program or episode of a High Budget SVOD series, the license agreement for which is entered into prior to April 4, 2018. Any such program or series shall continue to be subject to the terms of the Sideletter re: Productions Made for New Media of the 2015-2018 BCCFU Master Agreement and the terms and conditions incorporated therein, except that minimum salaries

shall be as provided in S3.01 or S3.02, as applicable, of the ~~2021-2024~~ 2025-2028 BCCFU Supplemental Master Agreement.¹

“(b) Any High Budget SVOD Program, season of a High Budget SVOD series or High Budget SVOD mini-series, not covered under subparagraph (a) above, which commences principal photography prior to the dates listed in subparagraphs (i) through (iii) below:

“(i) in the case of a High Budget SVOD series, any new season for which principal photography of the first episode of the season commences prior to *[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]*;

“(ii) in the case of a High Budget SVOD mini-series, any High Budget SVOD mini-series for which principal photography of the first part of such mini-series commences prior to *[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]*; and

“(iii) in the case of a one-time High Budget SVOD Program, any one High Budget SVOD Program for which principal photography commences prior to *[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]*.

“Any such program, season of a series or mini-series shall continue to be subject to the terms of the Sideletter re: Productions Made for New Media of the 2021-2025 BCCFU Master Agreement and the terms and conditions incorporated therein, except that minimum salaries shall be as provided in the BCCFU Master Agreement, S3.01 or S3.02, as applicable, of the 2025-2028 BCCFU Agreement.

¹ If the licensee orders additional High Budget SVOD Programs or episodes of a High Budget SVOD series, the license agreement for which is entered into prior to April 4, 2018, and the Employer has the right to negotiate with respect to the material terms and conditions of the license for such additional High Budget SVOD Programs or episodes of a High Budget SVOD series, then the additional High Budget SVOD Program or episodes of the High Budget SVOD series shall be subject to the terms of this Sideletter re: Productions Made for New Media of the ~~2021-2024~~2025-2028- BCCFU Master Agreement.

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

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

“(3) Staffing: It is expressly understood and agreed that there shall be no staffing requirements on High Budget SVOD Programs and the Union further agrees that the current practice relating to interdepartmental cooperation shall remain unchanged.

“(4) High Budget SVOD Episodic Series

“(a) “Tier 1” and “Tier 2” Defined

“For purposes of this Paragraph D.(4), Tier 1 and Tier 2 shall be defined as follows:

<u>Program Length</u>	<u>Budget Tier</u>
<u>20-35 Minutes</u>	<u>Tier 1: \$2,700,000 CAD or more</u>
	<u>Tier 2: \$1,475,000 CAD or more but less than \$2,700,000 CAD</u>
<u>36-65 Minutes</u>	<u>Tier 1: \$4,900,000 CAD or more</u>
	<u>Tier 2: \$2,825,000 CAD or more but less than \$4,900,000 CAD</u>
<u>66-95 Minutes</u>	<u>Tier 1: \$5,100,000 CAD or more</u>
	<u>Tier 2: \$3,400,000 CAD or more but less than \$5,100,000 CAD</u>
<u>96 Minutes or more</u>	<u>Tier 1: \$5,800,000 CAD (plus \$2,900,000 CAD for each additional 35 minutes or portion thereof) or more</u>
	<u>Tier 2: \$3,400,000 CAD or more but less than \$5,800,000 (plus \$2,900,000 CAD for each additional 35 minutes or portion thereof)</u>

“(a)(b) The minimum salaries and fringe rates for Employees employed on High Budget SVOD series **in Tier 1 consisting of episodes 36-65 minutes in length** which are intended for initial exhibition on a subscription consumer pay New Media platform with 20 million or more subscribers in the United States and Canada **and which are budgeted at \$4,900,000 CAD or more per episode** shall be as provided in the **2021-2024 2025-2028** BCCFU Master Agreement for one (1) hour episodic television series.

“(b)(c) The minimum salaries and fringe rates for Employees employed on all other High Budget SVOD episodic series shall be as provided in S3.01 of the **2021-2024 2025-2028** BCCFU Supplemental Master Agreement.

“(e)(d) All other terms and conditions for Employees employed on a High Budget SVOD series shall be those applicable to television series covered under the Supplemental Master Agreement.

“(5) High Budget SVOD Mini-Series, Certain High Budget SVOD Programs More Than 65 Minutes in Length and High Budget SVOD Pilots

“(a) The minimum salaries and fringe rates for Employees employed on: (i) High Budget SVOD mini-series and High Budget SVOD Programs more than 65 minutes in length that are not part of an episodic series (other than those covered by subparagraph (6) below); or (ii) High Budget SVOD pilots shall be as provided in S3.02 i) or ii), respectively, of the **2021-2024 2025-2028** BCCFU Supplemental Master Agreement.

“(b) All other terms and conditions for Employees employed on such High Budget SVOD Programs shall be those applicable to television series covered under the Supplemental Master Agreement.

“(6) Certain Long-Form High Budget SVOD Programs

“(a) Except as provided in subparagraph (3) above, all terms and conditions (including minimum wages and fringe rates) shall be as provided in the **2021-2024 2025-2028** BCCFU Master Agreement for Feature Films for Employees employed on a High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) that is:

“(a)(i) 96 minutes or more in length;

~~“(b)(ii)~~ budgeted at over ~~\$41,000,000~~ **\$48,758,468** [*to be increased by the wage and fringe increases in each year of the Agreement*];^{2, 3}

~~“(e)(iii)~~ intended for initial exhibition on a subscription video-on-demand consumer pay platform with twenty million (20,000,000) or more subscribers in the United States and Canada; and

~~“(d)(iv)~~ subject to a license agreement entered into on or after December 8, 2022 (or, in the absence of a license agreement, commencing principal photography on or after December 8, 2022).

“(b) Except as provided in subparagraph (3) above, all terms and conditions (including minimum wages and fringe rates) shall be as provided in the 2025-2028 BCCFU Master Agreement for the third and subsequent seasons of an episodic television series, for Employees employed on a High Budget SVOD Program (other than a pilot, episode of a series or part of a mini-series) that is:

“(i) 85 minutes or more in length;

² The budget shall be determined by the production costs, including the “above” and “below the line” costs and “pre-production” and “post-production” costs. Production costs shall not include: (a) the costs of the premium for a completion bond; (b) a contingency fund not to exceed ten percent (10%) of the budget; (c) costs reimbursed by insurance; and (d) overages caused by a *force majeure* event or governmental action. The Employer shall provide the Council, upon request, with a report of the actual expenditures of the production (“Final Expenditure Report”) and such other relevant materials as the Council may require which show the actual cost of the production. A Council-member Union may request that the Council conduct such review and make a determination of whether the budget is over the **applicable** budget threshold set forth in Paragraph D.(6). In the event that the Council refuses to do so, each Council-member Union reserves its right to conduct such review. All information received or reviewed by representatives of the Council or a Council-member Union or their retained professionals shall be confidential and neither the Council or a Council-member Union nor their representatives or retained professionals shall disclose any such information except as necessary to enforce their rights under this Agreement.

³ The budget threshold increases to ~~\$42,230,000~~ **\$50,708,807** effective ~~July 10, 2022~~ **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 to ~~\$43,602,475~~ **\$52,483,615** effective ~~April 2, 2023~~ **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**.

“(ii) budgeted at \$27,000,000 CAD or more [to be increased by the wage and fringe increases in each year of the Agreement];^{4, 5} and

“(iii) subject to a license agreement entered into on or after [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] (or, in the absence of a license agreement, commencing principal photography on or after [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]).

“(7) High Budget SVOD Programs Without an Agreement for Subscription Consumer Pay New Media Distribution in the United States

“Notwithstanding anything to the contrary in subparagraphs (4), (5) and (6) above:

“(a) Minimum salaries and fringe rates for Employees employed on High Budget SVOD Programs without an agreement for subscription consumer pay New Media distribution in the United States at the commencement of principal photography shall be as provided in S3.02 iii) of the ~~2021-2024~~ **2025-2028** BCCFU Supplemental Master Agreement.

“(b) All other terms and conditions for Employees employed on such High Budget SVOD Programs shall be as provided in the ~~2021-2024~~ **2025-2028** BCCFU Supplemental Master Agreement.

“(8) ~~The number of subscribers in the United States and Canada shall be determined as of July 1st of each year of the Master Agreement, the parties shall determine whether each SVOD Platform has twenty million (20,000,000) or more subscribers in the United States and Canada.~~ The number of subscribers in the United States and Canada that applies to the first episode of the season shall apply to the entire season in perpetuity.”

⁴ **See the text of footnote 2 above.**

⁵ **The budget threshold increases to \$28,080,000 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 to \$29,062,800 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].**

11. **Artificial Intelligence**

a. *Add a new Article as follows:*

“**[XX]. Artificial Intelligence**

“This Article [XX] applies prospectively on or after [*insert the date that is April 1, 2025 or the first Sunday following the business day on which the AMPTP and CMPA-BC (the “Negotiating Producers”) receive notice of ratification, whichever is later*].

“(a) **Definitions**

“The Canadian Affiliates of the AMPTP, the CMPA-BC and the Council-member Unions (for purposes of this Article [XX], the “parties”) acknowledge that ‘Artificial Intelligence’ and ‘AI’ have become catchall names that generally refer to the ability of a machine-based system to apply analysis and logic-based techniques to solve problems or perform tasks and improve as it analyzes more data. An ‘AI System’ is any machine-based system that uses AI as a core function.

“(1) **Machine Learning**. The parties acknowledge that machine learning (‘ML’) is a subset of AI that enables machines to develop algorithms, including via deep learning (as defined below), based on statistical inferences drawn from patterns in submitted training data, including, but not limited to, diffusion models and large language models, for the purpose of performing tasks. Such tasks include, but are not limited to, predicting human behaviors, disseminating information and generating content.

“(2) **Generative Artificial Intelligence**. The parties acknowledge that generative artificial intelligence (‘Gen AI’) refers to a subset of ML that generates new content including, but not limited to, text, video, audio, three-dimensional (3D) models, code, and images. A ‘Gen AI System’ is any machine-based system that uses Gen AI as a core function.

“(3) **Deep Learning**. The parties acknowledge that deep learning refers to a subset of ML based on artificial neural networks that have multiple layers of connected artificial neuron nodes processing data.

“(4) The terms ‘Gen AI’ and ‘Deep Learning’ are used for convenience and this provision shall also apply to any technology that is consistent with the foregoing definitions, regardless of its name or designation.

“(b) **Existing Technologies and Practices**

“The parties acknowledge that the Employers have historically used digital technologies, including without limitation so-called ‘traditional AI’ technologies programmed to perform specific functions (*e.g.*, CGI, VFX, sound effects), and technologies such as those used during any stage of pre-visualization, pre-production,

production, post-production, marketing and distribution and may continue to do so, consistent with their historical practices.

“(c) **New Technologies and Practices**

“(1) The parties acknowledge the importance of human contributions in motion pictures and the need to address the potential impact of the use of AI Systems on employment under this Master Agreement.

“(2) **Use of New Technologies**

“(i) An Employer continues to have the right to utilize new technologies in connection with motion picture production, including in connection with creative elements. An Employer may require Employees to use any AI System¹ or resulting output of such systems for use in connection with the performance of covered work. Employees who are assigned to utilize an AI System to perform services, including by inputting prompts or otherwise overseeing the use of the AI System, shall continue to be covered under the terms of this Master Agreement while performing such work.

“(ii) The Employer will not require an Employee to provide prompts furnished by the Employee in the performance of bargaining unit work in a manner that results in the displacement of any covered Employee.

“(iii) Should an Employee use AI Systems in the performance of covered work, the Employee will be required to adhere to the Employer’s policies (e.g., policies related to ethics, privacy, security, copyrightability or other protection of intellectual property rights), which shall be provided to the Employee. In any event, the Employer retains the right to require that an Employee obtain consent from the Employer before using AI Systems, and the Employer retains the right to reject the use of AI Systems or any output from such use, including when the use could adversely affect the copyrightability or exploitation of the work or create other risks or liabilities for the Employer. The Employer agrees to provide the Council with any written policies governing the use of AI Systems by Employees covered under this Master Agreement.

“An Employer’s decision to require an Employee to use an AI System in connection with the Employee’s performance of bargaining unit work, including for any creative elements or administrative tasks, will be subject to consultation with the Employee at the Employee’s request, provided that the requirements of production allow time for the consultation.

“(iv) The Employer shall indemnify the Employee from liability and necessary costs, including by providing the Employee a legal defense resulting from any claims arising from the use of AI Systems or the resulting output occurring in the

¹ Should the Employer agree to use an Employee’s own AI System, the Employer and Employee shall negotiate for reasonable reimbursement for such use.

performance of the Employee's duties and within the scope of the Employee's employment with the Employer, subject to the conditions that:

“(A) This subparagraph (iv) shall not apply in any instance in which the injury, loss or damage is the result of or caused by, in whole or in part, the gross negligence or willful misconduct of such Employee;

“(B) Employee is not in breach of the Employer's policies which have been disclosed to the Employee and the Employee has made appropriate disclosure of the use of AI Systems to the Employer;

“(C) Immediately upon the Employee and/or the Council-member Union being informed of any claim or litigation, the Employee and/or the Council-member Union shall notify the Employer thereof and give the Employer full details of any claim or the institution of any action for which the Employee seeks indemnification under this subparagraph, including by delivering to the Employer every demand, notice, summons, complaint or other process received;

“(D) The Employer shall name or cover the Employee as an additional insured on its errors and omissions policies, if any, respecting motion pictures; and

“(E) The Employee shall cooperate fully in the defense of any claim for which indemnification is provided in this subparagraph (iv), including the attending of hearings and trials, securing and giving evidence and obtaining the attendance of witnesses.

“(d) **Implementation of Work Training Programs**

“(1) The parties acknowledge that the preferred method of addressing impact resulting from new technologies is through provision of work training and other programs designed to foster new skills to improve opportunities for employment and effective use of AI tools. The parties agree to cooperate in the establishment of work training and other programs with respect to covered work under this Master Agreement. A committee will be convened for the purpose of formulating and implementing such training and other programs. The training and other programs shall be designed in cooperation between the parties and shall be focused on training Employees in (A) skills required to operate AI Systems associated with the Employee's current work classification and/or (B) new skills required to transition to other classifications of work covered by this Master Agreement. The parties agree that the committee shall meet within ninety (90) days of contract ratification.

“(2) The parties recommend that funding of costs associated with work training programs be referred to the BC Motion Picture Training Society for review.

“(e) **Ongoing Obligations** The parties agree to meet regularly during the term of this Master Agreement as follows: (1) on a semi-annual basis, at least one senior executive from the Canadian Affiliates of each AMPTP company and each CMPA-BC company involved in the development and/or use of AI in production agrees to meet with the Council to discuss the current and intended uses of AI in motion picture production; and (2) semi-annually, at the request of the Council, on a company-by-company basis and subject to each participating representative executing mutually agreed-upon confidentiality agreements to discuss and review information related to each company’s use and intended use of AI in motion picture production. The Council shall limit its representatives participating in the company-by-company meetings described in subparagraph (2) above to a reasonable number of individuals (i.e., not to exceed eight (8) in total).

“(f) Claims for violation of this Article are arbitrable and must be brought under this Master Agreement. All remedies are available with the exception of injunctive relief. For clarity, the arbitrator shall have no authority to prohibit or restrict the use of any AI System or the resulting outputs.

“(g) Except as explicitly set forth herein, it is understood that this Article does not expand or contract any existing rights and obligations under this Master Agreement. Nothing herein alters the scope of coverage under this Master Agreement.

“(h) No Employee shall be subject to scanning of their visual or vocal likeness for use in a motion picture without the Employee’s consent. The Employer shall provide the Employee with a reasonably specific description of the intended use. The consent must be clear and conspicuous and may be obtained through an endorsement or statement in the employment contract that is separately signed or initialed by the Employee or in a separate writing that is signed by the Employee. A copy of the consent shall be provided to the applicable Council-member Union in advance of it being presented to Employees. The Employee’s consent to such scanning may not be a condition of employment and the consent itself shall clearly state the same.”

b. *Add a Sideletter as follows:*

“During the 2025 negotiations, the Canadian Affiliates of the AMPTP, the CMPA-BC and the Council-member Unions (for purposes of this Sideletter, the “parties”) reached agreement to add a new Article [XX] to the Master Agreement to address the Employer’s right to use new technologies, including artificial intelligence and AI Systems (as those terms are defined therein), in connection with motion picture production. Article [XX] was the result of discussions between the parties, and calls for regular meetings between the parties during the term to keep the Council-member Unions advised and informed of developments in the use of AI Systems affecting bargaining unit members. The parties acknowledge both the Employer’s right to use new technologies involving AI System(s) in Article [XX] and the Employer’s obligation, upon request of the applicable Council-member Union, to negotiate over any impact of such use on bargaining unit Employees as required by law.

“Under the Master Agreement, Employers may have additional obligations under Article 1.18 (Technological Change) as the result of the introduction of an AI System. Should that be the case, that Article, including the protections provided therein, shall apply to Employees working under the Master Agreement in addition to the provisions of this Sideletter and Article [XX].

“The parties confirm that the foregoing obligation shall not apply when an Employer experiments with using an AI System for the primary purpose of determining, under operating conditions, the feasibility and/or adequacy of performance of any AI System and/or tests the AI System under operating conditions by persons under the jurisdiction of the Master Agreement on a temporary basis.”

12. **Guaranteed Permits (Article 3.02)**

Modify Article 3.02 as follows:

“**3.02 Guaranteed Permits:** For a feature motion picture as defined in Article 1.04 of this ~~agreement~~ **Agreement**, the Employer will be allowed an aggregate of six (6) permits, with a limit of one (1) per department.

“For **television productions (including pilots)**, the Employer will be allowed an aggregate of two (2) permits, with a limit of one (1) per Council-member Union.

“Notwithstanding the foregoing, this language is not intended to alter the practice of granting work permits to non-Council represented Employees on all feature and television productions covered by this Agreement as outlined herein.”

13. **Continuity of Work Permit (New Article 3.0X)**

Add a new Article 3.0X as follows:

“**3.0X Continuity of Work Permit: For permits granted under Articles 3.02, 3.03, 3.04 or 3.05, a hiatus of thirty (30) or fewer days during a production’s schedule will not terminate the engagement of the Employee, and the Employee’s Work Permit shall continue to be in effect following such hiatus.**”

14. **Minimum Work Week (Article 4.02(e))**

Modify Article 4.02(e) as follows:

“**4.02 Minimum Work Week:**

* * *

“(e) Once every six (6) shooting weeks, and in the case of episodic television, once between hiatus periods (i.e., between the commencement or resumption of

production and a cessation of principal photography for the series for at least one week), or more frequently when where agreed by the Employer and Union, the Employer may shift the work week without penalty by doing the following:

* * *

“(v) The regular work week during pre-production may be different than the regular work week during principal photography of a motion picture (or a season, in the case of a series), and the regular work week during principal photography may be different than the regular work week during wrap of a motion picture (or a season, in the case of a series) following the completion of principal photography.

The change in the regular work week between pre-production and the commencement of principal photography of the motion picture (or the season, in the case of a series), and the change in the regular work week between the conclusion of principal photography of the motion picture (or the season, in the case of a series) and the commencement of wrap, as applicable, shall not be considered a shift. However, it is agreed and understood that there shall be a minimum of one (1) day off between pre-production and the commencement of principal photography and between the conclusion of principal photography and the commencement of wrap, as applicable. If work is performed on that day, the rate of pay shall be that of a seventh (7th) day of work.”

15. **Waiver of Designated Holiday (Article 7.05)**

Modify Article 7.05 as follows:

“7.05 Waiver of Designated Holiday: When a holiday, other than Christmas Day, Boxing Day, Good Friday, Remembrance Day and New Year’s Day, falls on the second, third, or fourth work day of the work week, the Employer may designate the first or fifth work day of the work week as the day the holiday is to be observed, and the actual day of the holiday shall be worked and paid for at straight time. **If Victoria Day, Canada Day or BC Day falls on a Friday or a Monday, the Employer may switch a Friday holiday to the immediately following Monday as the observed day of the holiday, and a Monday holiday to the immediately preceding Friday as the observed day of the holiday, and the actual day of the holiday shall be worked and paid for at straight time.** The Employer shall file notice of the designated holiday schedule with the Council no later than seven (7) calendar days prior to the holiday for Pilots, and no later than ten (10) calendar days prior to the holiday for all other productions.”

16. **Medium of Wage Payment and Pay Day (Article 9.02)**

Modify Article 9.02 as follows:

“9.02 Medium of Wage Payment and Pay Day:

* * *

“Employees’ pay-cheques shall be ready no later than four o’clock p.m. (4:00 p.m.) of the fourth work day following the week worked. In the case of an Employer which elects to pay Employees via direct deposit ~~on or after June 12, 2022~~, payments will be processed on the fourth work day and shall be deposited in the Employee’s account at or before 11:59 p.m. on the fifth work day. Employees are to be made aware of any potential payment delays beyond the production’s control. ~~Paystub information for Employees paid via direct deposit shall be sent to Employees by four o’ clock p.m. (4:00 p.m.) of the fourth work day via either secure electronic means or regular mail.~~ The Employer will include the following in a time report, which may be attached in hard copy to the Employee’s pay-cheque or delivered or made available to the Employee electronically in a manner consistent with the requirements of the Personal Information Protection Act (“PIPA”): Employee’s name and address; job classification; pay period ending date; applicable Council-member Union; dates worked; hours worked; wage and overtime rates; itemization and identification of all allowances, penalties, premiums and fringes paid and deductions made; and gross and net amounts of the Employee’s cheque for the pay period and year to date totals for gross wages, deductions, allowances, penalties, premiums and fringes.

“A copy of ~~the~~ Employee’s time reports ~~and time sheet~~ will be forwarded to the appropriate Council-member Union, accompanied by all applicable remittances, on a weekly basis. In the event of an alleged pay discrepancy, upon the Council-member Union’s request, a copy of the Employee’s time sheet will be sent to the appropriate Council-member Union. If a Saturday, Sunday or holiday falls on a regular pay day, payment will be made on the preceding work day, with the understanding that if an Employer elects to pay Employees via direct deposit ~~on or after June 12, 2022~~, funds shall be deposited in an Employee’s account at or before 11:59 p.m. of the day following the date the payment is processed. Also, in the event that a production has shifted the work week for its crew but not its accounting department, the Employer may continue to treat the accounting department’s fourth work day as the regular pay day for crew members who are on a shifted work week.”

* * *

17. **Letters of Adherence**

The parties confirm that once a Company listed in Sideletter No. 1 provides a Letter of Adherence and guarantee for a series, it need not provide additional Letters of Adherence or guarantees for subsequent seasons of the series unless there is a change in the producing entity or any other material details stated in the Letter of Adherence.

Update Sideletter No. 1 with current union representatives (David Holm, Michael Balfry and Amanda Bronswyk).

18. **Low Budget Feature Films and Home Videos (Article S3.03)**

“S3.03 Low Budget Feature Films and Home Video:

“For Feature Films and Home Video with Budget levels described below, the scale minimum wages applicable to Features in Appendices “A,” “B” and “C” of the Master Agreement and Fringe rates in Article 8.02 will be reduced as follows:

- “i) Budgets of more than \$16,000,000 CAD up to \$22,500,000 CAD: five percent (5%) reduction in the wage rate, and a fringe rate of sixteen and one-half percent (16.5%) (seventeen and one-half percent (17.50%) 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]*) for Locals 891 and 669 and seventeen percent (17%) (eighteen percent (18.00%) 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]*) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of the three unions.**
- “~~ii~~ii) Budgets of more than ~~\$8,000,000~~ \$9,250,000 CAD up to ~~\$14,000,000~~ \$16,000,000 CAD: ten percent (10%) reduction in the wage rate, and a fringe rate of ~~fifteen and one-quarter percent (15.25%) (fifteen and one-half percent (15.50%) effective April 2, 2023)~~ for Locals 891 and 669 and ~~fifteen and three-quarters percent (15.75%) (sixteen percent (16.00%) effective April 2, 2023)~~ for Local No. 155 fifteen and one-half percent (15.50%) (sixteen and one-half percent (16.50%) 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]*) for Locals 891 and 669 and sixteen percent (16.00%) (seventeen percent (17.00%) 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]*) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.**
- “~~ii~~iii) Budgets of more than ~~\$3,000,000~~ \$3,500,000 CAD up to ~~\$8,000,000~~ \$9,250,000 CAD: eighteen percent (18%) reduction in the wage rate and a fringe rate of ~~fifteen and one-quarter percent (15.25%) (fifteen and one-half percent (15.50%) effective April 2, 2023)~~ for Locals 891 and 669 and ~~fifteen and three-quarters percent (15.75%) (sixteen percent (16.00%) effective April 2, 2023)~~ for Local No. 155 fifteen and one-half percent (15.50%) (sixteen and one-half percent (16.50%) 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]*)**

for Locals 891 and 669 and sixteen percent (16.00%) (seventeen percent (17.00%) 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]) for Local No. 155 plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions.

“iii)iv) Budget of ~~\$3,000,000~~ ~~\$3,500,000~~ CAD and below: wages subject to individual negotiation between individual employee and employer. Ten and ~~one-quarter percent (10.25%) (ten and one-half percent (10.50%) effective April 2, 2023)~~ (eleven and one-half percent (11.50%) 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]) fringe rate plus \$12 per day supplemental contribution to be made to the health plans of each of the three unions. Under no circumstances may the wages be less than one dollar (\$1.00) per hour above the B.C. Employment Standards minimum wage.”

(For clarity, the foregoing modifications to Article S3.03 include the fringe benefit contribution rate increase described in Item 3 of this Memorandum of Agreement. No additional fringe benefit increase will be applied to Article S3.03.)

19. **Shuttle Time Discussions** – The parties will discuss shuttle waiting times during the term of the 2025 Master Agreement in the Consultation Committee.

20. **Housekeeping Items**

a. Update all references to “Effective June 12, 2022,” “Effective April 2, 2023” and “December 24, 2022” to remove content no longer relevant (including provisions applicable only prior to those dates).

b. i. *Modify Article 4.14 as follows:*

“4.14 Occupational First Aid Certificate Holders: The Laws of British Columbia require an "Attendant" that holds a valid ~~Occupational First Aid ("OFA")~~ **First Aid** Certificate, either **Basic (or OFA Level One), Intermediate (or OFA Level Two) or Advanced (or OFA Level Three)** to be present at the work site. Whether the Attendant must possess a ~~Level One, Level Two or Level Three OFA~~ **Basic, Intermediate or Advanced First Aid** Certificate depends on **a number of factors, including the amount of travel time to a "Hospital" time that may be required to obtain transportation and to transport an injured worker to medical treatment** and the ~~"number of workers per shift."~~ **present.** Such Attendant may be an Employee. The ~~OFA~~ **First Aid** Certificate holder shall be determined by the date of hire. If there is not a First Aid or First Aid/Craft Service Employee assigned to a work site that requires an

"Attendant" with the requisite ~~OFA~~ **First Aid** Certificate, an Employee who accepts responsibility for First Aid and who possesses ~~an OFA a~~ **First Aid** Certificate of a Level that is equal to or greater than the level required at the subject work site will be paid the following premium:

"If the work site requires a ~~Level One OFA~~ **Basic First Aid** Certificate - \$1.50/hour;

"If the work site requires a ~~Level Two OFA~~ **an Intermediate First Aid** Certificate - \$2.00/hour;

"If the work site requires a ~~Level Three OFA~~ **an Advanced First Aid** Certificate - \$2.50/hour.

"Only the ~~OFA~~ **First Aid** Certificate holder designated by the Employer shall receive the additional amount set forth above. The position of "Attendant" shall not conflict with the Employer's requirement to employ a First Aid/Craft Service person."

ii. *Modify Sideletter No. 17 as follows:*

"9. Any individual hired pursuant to the special program whose job duties cannot be performed without fulfilling a statutory entrance requirement(s) (e.g., ~~OFA level 3~~ **Advanced First Aid** for First Aid/Craft Service, Red Seal certificate and/or Beauty Council of BC Certificate of Qualification for Hair; Professional Cook Red Seal Endorsement, Elevated Platform tickets, Forklift tickets, Firearms PAL, Class 1, or 3/4 Driver's License, Security Worker License) must satisfy the requirements prior to working on a production.

* * *

"11. Subject to approval of the application for the special program, the following provisions will be implemented with respect to IATSE Local 891:

* * *

"(e) Any Trainee whose job duties cannot be performed without fulfilling a statutory entrance requirement(s) (e.g., ~~OFA level 3~~ **Advanced First Aid** for First Aid/Craft Service, Red Seal certificate and/or Beauty Council of BC Certificate of Qualification for Hair, Elevated Platform tickets, Forklift tickets, Firearms PAL) must satisfy the requirement(s) prior to placement on a production."

* * *

c. *Modify Article 12.05 as follows:*

"**12.05** The Negotiating Producers shall forthwith appoint a representative to Actsafe. Employers shall advise the Council in writing of the Employer Representatives assigned to administer the Production's ~~Occupation Safety and Health~~ **Occupational Health and Safety** Program."

d. *Modify Article 12.06(a) as follows:*

“**12.06** (a) Employers will copy the applicable Council-member Union(s) with all ~~Workers’ Compensation Board~~ WorkSafeBC Form 7’s and ~~Accident/Near Miss~~ Employer Incident Investigation Reports within five (5) days of being provided to ~~WCB~~ WorkSafeBC.”

e. *Modify Article S2.02 as follows:*

“**S2.02** Any person or corporation now or hereafter engaged in the business of producing motion pictures in British Columbia shall be afforded the opportunity of becoming a party to this Supplemental Agreement pursuant to the decision rendered by the British Columbia Labour Relations Board in Case No. 22492 on December 15, ~~1996~~ 1995. This Supplemental Agreement does not bind the Producers; a Producer is not an "Employer." However, any person or corporation that desires to become a party to this Agreement will provide the Council with an executed Letter of Adherence, which is a statement of agreement to be bound to the terms and conditions of this Supplemental Agreement for a specific production or for a definite period of time within the Term of this Supplemental Agreement along with an acknowledgement of the Council's Prior Obligations set forth in the written notice described in Article 1.03 of the Master Agreement. Any person or corporation that provides the Council with an executed Letter of Adherence is hereinafter referred to as the "Employer" for the specific production or period of time covered thereby. Notwithstanding the foregoing, when reasonable grounds exist to believe that a prospective Employer will be unable to meet its financial obligations under this Supplemental Agreement, the Council may require appropriate security bonding arrangements in order to permit that prospective Employer to adhere to the Supplemental Agreement.”

APPENDIX “A”
IATSE LOCAL 891 SIDE TABLE

1. **Classifications and Wages**

- a. i. Add the following footnote to the Art Department Assistant classification in the wage rate tables:

“Effective for Employees hired on motion pictures, new mini-series and seasons of series commencing principal photography on or after [*insert date that is April 1, 2025, or the first Sunday following the business day on which the Negotiating Producers receive notice of ratification, whichever is later*], when an Employer, in its sole discretion, elects to hire an Art Department Assistant as an ‘Art Department Coordinator’ (as designated in the employee’s deal memorandum), the Art Department Coordinator shall be paid [*insert applicable rate listed below*] per hour.”

The applicable rates shall be as follows:

1. Feature Rate: \$29.50 per hour.
2. Television Rate: \$28.50 per hour.
3. One Period Lag Rate:
 - a. First Year of the Agreement: \$26.93 per hour.
 - b. Second Year of the Agreement and Thereafter: One period lag to the Television Rate.
4. Tier 1 Supplemental Rate: \$26.55 per hour.
5. Tier 2 Supplemental Rate: \$24.19 per hour.

The foregoing rates shall not be subject to the first year general wage increase.

- ii. Modify the “Art Department Assistant” classification in Article A1.04 as follows: “Art Department Assistant (**including those engaged as Art Department Coordinators**).”
- b. Modify the job title of “Assistant to the Script Supervisor/Continuity Coordinator” to “Script Supervisor/Continuity Coordinator Assistant.” The parties confirm that this is a change to the job title only, with no changes to the job duties for the classification.
- c. Increase the Feature Rate and the Television Rate for the Accounting Trainee and Art Department Assistant classification by ten percent (10%) 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 foregoing rates shall not be subject to the first year general wage increase.

- d. Increase the Feature Rate and the Television Rate for the 2nd Assistant Production Coordinator classification as follows:
- i. by ten percent (10%) 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*], in lieu of the first year general wage increase;
 - ii. by the second year general wage increase (on the same effective date as such increase) plus an additional sixty cents (\$0.60) per hour; and
 - iii. by the third year general wage increase (on the same effective date as such increase) plus an additional sixty cents (\$0.60) per hour.

These increases shall be compounded.

2. **Generator Operator Turnaround/Buyout (Article A1.20)**

Modify Article A1.20 as follows:

“A1.20 Turnaround:

- “(f) In lieu of paying turnaround encroachment premiums to the Generator Operator, the Employer may make payment as follows:

“For Feature Films of all budget levels, the payment shall be \$100.00 per day **(\$105.00 per day 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*]; and \$110.00 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*])**.

“For Television Productions, the payment shall be \$95.00 per day **(\$100.00 per day 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*]; and \$105.00 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*])**.

3. **Hair/Makeup Sideletter 19**

Modify Sideletter No. 19 as follows:

“SIDELETTER NO. 19
“As of April 1, 2021
“**(updated as of April 1, 2025)**”

“~~Mitch Davies~~ **Amanda Bronswyk**, President

“IATSE Local 891

“1640 Boundary Road

“Burnaby, BC V5K 4V4

“Canada

“~~Mr. Davies~~ **Ms. Bronswyk**:

“This is to confirm the agreement reached during the **2021-2025** negotiations on provisions which are designed to address the industry's **growing** need for Employees in the hair and make-up departments who have knowledge, skills and experience in the following areas **(which list may be amended by mutual approval of the Negotiating Producers and subject matter experts from IATSE Local 891)**:

“Hair

“Styling and/or cutting natural textured hair, which includes:

“- blow drying and flat ironing or curling;

“- braiding and twisting techniques (e.g., box braids, flat twist, two-strand twist, locs);

“- pressing and curling;

“- applying wigs and extensions;

“- flat top and fade haircuts;

“- general barbering;

“- men's styling with twist or sponge technique; and

“- knowledge of hair care products for the above-mentioned hair types and hairstyles.

“Make-up

“Applying make-up to individuals with dark skin tones and developing looks for such individuals, which includes:

“- dark under-eye correction;

“- matching skin tone with correct concealer and foundation;

“- correcting hyperpigmentation;

“- contouring and shading;

“- knowledge of cosmetic lines with shades for women and men of colour.

“In order to serve the industry's needs in these areas, and in order to expand the pool of talent within IATSE Local 891's membership, the parties have agreed to the following:

- “1. IATSE Local 891 will maintain a list of existing active members from the Hair and Makeup Departments who currently have knowledge, skills and experience in the areas listed above and will make this list available upon request of an Employer.
- “2. Individuals will be placed on this list based on an evaluation of skills and experience by a three-person panel of industry experts for the Hair Department and a three-person panel of industry experts for the Makeup Department who will be jointly selected by the Negotiating Producers and IATSE Local 891 for this purpose. **Members of the Hair Department will be evaluated on the skills listed above in an evaluation module or modules to be determined by the Negotiating Producers and subject matter experts of IATSE Local 891, and added to the list maintained by IATSE Local 891 upon successful completion of the module(s). The parties recommend that funding of costs associated with the evaluation(s) be provided by the BC Motion Picture Training Society, and that the Training Society take any necessary steps to effectuate its provision of such funding. The cost of this evaluation will be paid through the BC Motion Picture Training Society.** For each craft, two representatives of the Negotiating Producers and two representatives of IATSE Local 891 shall ~~meet within 30 days after ratification to select the three-person panels of industry experts maintain, and update if necessary, the three-person panels of industry experts,~~ and make any other necessary arrangements to enable the panels' evaluations to be made,⁵ ~~and the~~ **The** list of individuals with the appropriate skills and experience ~~to be created, no later than 90 days after ratification~~ **will be maintained by IATSE Local 891.**
- “3. The Employer shall give reasonable consideration to available individuals on the list prior to IATSE Local 891 granting a work permit under Article 3.03 of the BCCFU Master Agreement for a position requiring such knowledge, skills, and experience. **Employers seeking specific skills need only consider members of the Hair Department who have successfully completed an evaluation for said skill. For example, Employers seeking a member of the Hair Department who is qualified in braiding, but not barbering, need only consider a member of the Hair Department who has successfully completed an evaluation for braiding, but not barbering.**
- “4. ~~Within six months of the ratification of the 2021-2024 BCCFU Master Agreement,~~ **¶**The parties will jointly sponsor a series of courses, including but not limited to skills training in the areas listed above. The courses will be approved by the Negotiating Producers and subject matter experts from IATSE Local 891. The panels of industry experts shall evaluate IATSE Local 891 members who have completed the training course series for placement on the list of members who have knowledge, skills and experience in the areas listed above.
- “5. Union members who participate in the training course series will be paid a stipend equivalent to the minimum daily call identified in Article 4.01 ~~through the BC Motion Picture Training Society.~~ **The parties recommend that funding of costs associated**

with the stipend be provided by the BC Motion Picture Training Society, and that the Training Society take any necessary steps to effectuate its provision of such funding.

- “6. Until such time as the initiative outlined in Item 2 has been implemented, IATSE Local 891 shall provide the Employer with the names and credentials of available individuals within its existing membership who have self-identified as possessing the knowledge, skills and experience in the areas listed above when an Employer requests a Hair Stylist and/or Makeup Artist possessing such knowledge, skills and experience. Once the Employer has reasonably considered those individuals and/or granted an interview if requested by IATSE Local 891, the Employer will be deemed to have given reasonable consideration to available qualified applicants for purposes of Article 3.03.
- “7. The terms of this Sideletter will expire on March 31, ~~2024~~2028, unless renewed by mutual agreement of the parties.”

4. **Housekeeping**

- a. Update IA891 permit form to remove gendered language ("his/her" twice).
- b. Delete the Art Department Coordinator Sideletter (Sideletter 14) as a conforming change to Item 1.a. of this Appendix “A,” above.
- c. Delete Sideletter 9 re: Assistant Accountant rate.

APPENDIX “B”
TEAMSTERS LOCAL UNION NO. 155 SIDE TABLE

1. **Dispatch and Layoff (Article B1.11)**

Modify Article B1.11 as follows:

“B1.11 Dispatch and Layoff:

* * *

“(c) Employees shall be dispatched by the Union on the following basis:

* * *

“(ii) * * *

“3. The Employer shall not unreasonably refuse to accept persons dispatched by the Union. **Notwithstanding the foregoing, the Employer may refuse to employ a driver dispatched by the Union if the driver has exceeded or will exceed the maximum Hours of Service as a result of such employment. Each driver shall track the driver’s Hours of Service and shall not accept any call if the driver has exceeded or will exceed the maximum Hours of Service as a result of such employment.**

“(iii) **Prior to April 1, 2025,** Employers may name request any member in Group 1, until only 4% of the Group 1 members remain. **On or after April 1, 2025, Employers may name request any member in Group 1, until only 2% of the Group 1 members remain.**

* * *

“(v) **A personal cast driver may be chosen by name request by the Employer provided that the cast member and the driver have a prior working relationship on the production or on a prior production. It is understood that those drivers may be assigned to duties beyond transporting the cast member.**

~~“(v)(vi) A job classification must accompany any order for a driver.~~

“Effective June 12, 2022:

“A job classification and driver’s license classification must accompany any order for a driver. (For example, the Employer should specify whether a Class 3, 4 or 5 license is required when requesting a driver for the “Truck Driver – Over 1 Ton” classification.) If an Employer requests that the Union dispatch a driver possessing a Class 1 license and the driver is assigned to drive a vehicle that does not require a Class 1 license, the

Employer shall compensate that driver, for the driver's entire shift, at the "Tractor Trailer (Prod. Van)" / "Special Equipment Driver" rate."

* * *

2. **Security Personnel Equipment Remuneration (Article B5.05)**

Modify Article B5.05 as follows:

"B5.05 It is understood that Security Personnel may be requested by the Employer to provide a vehicle, cell phone or other security/safety related equipment as a condition of employment. ~~The Employer and the Employee will individually negotiate for remuneration for such equipment.~~ In the event that the Employee provides such equipment at the request of the Employer, and the Employee presents to the Employer, prior to production wrap, a CRA Form T2200 with Part A ('Employee Information') completed, the Employer will complete and sign the remainder of the form.

"(a) Vehicle: When a vehicle is required by the Employer, the Employer shall pay the Employee at the rate of twenty dollars (\$20.00) per day, 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]."

"(b) Cell Phone: This subparagraph (b) is 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]. An Employer that requires an Employee to use a personal cell phone in order to carry out the duties of the job shall pay the Employee at a rate of \$3.00 per day, not to exceed \$15.00 per week. It is understood that the Employer shall not be required to compensate the Employee when a personal cell phone is used to complete start paperwork or time cards, receive call sheets, receive texts with call times or changes in location or for similar uses which do not involve carrying out the duties of the job."

"(c) Other Security/Safety Related Equipment: The Employer and the Employee will individually negotiate payment for security/safety related equipment, other than a vehicle or cell phone, which is required by the Employer. The dollar amount of any such payment which is negotiated on or after [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] will be specified in the individual's deal memo. It is understood that no payment is required with respect to 'tools of the trade' (such as a flashlight)."

3. **Weekend Turnaround (Article B3.01)**

Modify Article B3.01 as follows:

“B3.01 Turnaround:

* * *

“(c) Five-Day Turnaround: There shall be a forty-eight (48) hour rest period **(fifty (50) hour rest period, effective on a motion picture, program, mini-series or a season of a series which commences principal photography on or after [insert date that is June 29, 2025 or the first Sunday closest to 90 days following the business day on which the Negotiating Producers receive notice of ratification, whichever is later]**), which includes the eight (8) hour rest period in subparagraph (a)(i) above, for each Employee who works a five-day-work week. If such rest period is encroached, such Employee shall be paid at a rate equal to two times (2x) the rate such Employee was receiving at the end of the preceding shift but in no event in excess of three times (3x) such Employee's straight time contracted hourly rate. Such rate shall be paid for the time beginning at the start of the next call through the end of such encroached forty-eight (48) hour rest period **(or fifty (50) hour rest period, as applicable)** and calculated pursuant to subparagraph (e) below.”

4. **Second Meal Penalty Buyout (Article B5.03)**

Modify Article B5.03 as follows:

“B5.03 Second Meal Penalty Buyout: Except as provided in Article 6.07 of the Master Agreement, each Employee whose work schedule extends past the start of the second meal (not counting breakfast) shall receive a meal provided by the Employer or, in lieu thereof, shall be paid **the following amount on the next regular paycheque: prior to [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], \$30.00 per day (\$25.00 per day for Pilots); 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], \$35.00 per day (\$25.00 per day for Pilots); and 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], \$40.00 per day (\$25.00 per day for Pilots) on the next regular paycheque.** Meal penalties are not applicable.”

5. **Meal Periods for Caterers (Article B5.04)**

a. *Modify Article B5.04 as follows:*

“B5.04 Meal Periods for Caterers: A caterer shall be responsible for scheduling the caterer’s own meal periods as follows: The first meal period shall commence within five (5) hours after the start of the caterer’s work day; subsequent meal periods shall commence within five (5) hours after the end of the preceding meal period. Caterers shall not incur meal penalties. If a caterer is unable to schedule a timely meal period, the caterer shall notify the production manager or the production manager’s designee at least one (1) hour in advance of the time at which the caterer’s next meal period would be due and, in the event the caterer does not receive a timely meal period, the caterer shall receive **the following amount for that day on the next regular paycheque: prior to [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], a thirty dollar (\$30.00) payment (twenty-five dollars (\$25.00) on Pilots); 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], a thirty-five dollar (\$35.00) payment (twenty-five dollars (\$25.00) on Pilots); and 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], a forty dollar (\$40.00) payment (twenty-five dollars (\$25.00) on Pilots) for that day on the next regular paycheque.**”

b. *The Negotiating Producers agree to issue the following bulletin to appropriate production personnel:*

“During the 2025 negotiations for the British Columbia and Yukon Council of Film Unions Master Agreement, Teamsters Local 155 raised concerns regarding the meal periods of Caterers. Specifically, Local 155 advised that Caterers are sometimes unable to take a timely meal period.

“This bulletin serves as a reminder that productions should make efforts to ensure that Caterers are provided with a timely meal period, to enable them to eat as well as have time to rest during the workday. The parties recognize that Caterers are busy when the remainder of the crew is in meal period. For that reason, productions should endeavor to provide a meal break prior to the meal service for the remainder of the crew.

“The parties also discussed the one (1) hour advance notice that is required under Article B5.04, when the Caterer is unable to schedule a timely meal period. It is understood that some productions may specify the form of that notice (*e.g.*, by text message or email).

“Please ensure that this bulletin is distributed to appropriate production personnel.”

6. **Employees (Other than Security) Supplying Cell Phones (Article B5.07)**

Modify Article B5.07 as follows:

“B5.07 Employees (Other than Security) Supplying Cell Phones: It is understood that the Employer may require Employees (other than Security Personnel) to supply a cell phone in order to carry out the duties of the job. **Prior to *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*, ~~The the~~ Employee may individually negotiate with the Employer for remuneration for such cell phone use. On or after *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*, an Employer that requires an Employee to use a personal cell phone in order to carry out the duties of the job shall pay the Employee at a rate of \$3.00 per day, not to exceed \$15.00 per week. It is understood that the Employer shall not be required to compensate the Employee when a personal cell phone is used to complete start paperwork or time cards, receive call sheets, receive texts with call times or changes in location or for similar uses which do not involve carrying out the duties of the job.**

“If the Employee supplies a cell phone at the request of the Employer, and the Employee presents to the Employer, prior to production wrap, a CRA Form T2200 with Part A (“Employee Information”) completed, the Employer will complete and sign the remainder of the form.

7. **Housekeeping**

a. *Modify Article B1.06 as follows:*

“B1.06 Specialized Equipment: When the Employer requires specialized equipment that is not available in the jurisdiction and such equipment must be brought in from another jurisdiction and a condition of rental is that the lessor must supply the driver, the Union agrees that such driver may be used provided that the driver is a member in good standing of a Teamsters' Local Union. In that event, the driver may be employed subject to the wages and conditions of the driver’s own Local Union.

“Notwithstanding the above, in the unlikely event that the Employer may require specialized equipment from outside the jurisdiction and a condition of rental is the lessor supply the driver and that driver is not a member of a Teamsters Local Union, that driver shall be employed at rates, terms and conditions no less than those contained herein.”

b. *Modify Article B4.01 as follows:*

“B4.01 An Employee may be called to work for not less than four (4) hours’ pay at the Employee’s contracted hourly rate, or in the case of flat-rate Employees, for not less than one-half (½) the flat-rate Employee’s prorated salary for one-half day, for cast and office drivers, airport pick-ups/drop-offs on the driver’s sixth and seventh days only.”

c. Change all uses of “powder man” to “powder person” in Rate Sheets.

d. Change all uses of “ocean” to “oceans” in Rate Sheets.

e. i. Modify the *Teamsters Local Union No. 155 Work Permit Application* form as follows:

- a. Delete the line “SIN: _____”;
- b. In the final paragraph, modify “3% working dues or 3% service fees” to “2% working dues or 2% service fees”; and
- c. Replace the language in the box at the bottom right of the form as follows:

**“Upon completion, please email to
Team155@teamsters155.org
Attn: Business Agent”**

ii. Modify the *Teamsters Local Union No. 155 Work Permit Requests and Obligations* form to delete the line “Dear Sir/Madam.”

APPENDIX “C”
ICG LOCAL 669 SIDE TABLE

1. **Second Assistant Wage Increase**

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*], increase the minimum wage rates for the Second Assistant classification to the following hourly rates:

- a. Feature Rate: \$50.31 per hour.
- b. Television Rate: \$47.94 per hour.
- c. One Period Lag Rate: \$43.58 per hour.
- d. Tier 1 Supplemental Rate: \$45.28 per hour.
- e. Tier 2 Supplemental Rate: \$41.25 per hour.

The foregoing rates shall not be subject to the first year general wage increase.

2. **Drone Classifications**

The Negotiating Producers agree to issue the following bulletin:

“During the 2025 negotiations for the British Columbia and Yukon Council of Film Unions Master Agreement, ICG Local 669 and the Negotiating Producers discussed a problem the Union has with some third party vendors who are engaged by the Employers to provide drone photography services failing to remit fringe contributions under their respective collective agreements with ICG Local 669.

“ICG Local 669 requested, and the Negotiating Producers agreed, to partner with the Union to raise awareness of this problem. Accordingly, when entering into contractual arrangements with third party vendors who are signatory to a collective agreement with ICG Local 669 for drone photography work, please emphasize to those vendors that it is essential to comply with their fringe payment obligations.

“Please ensure that this bulletin is distributed to appropriate production, legal and risk management personnel.”

3. **Housekeeping**

Modify Article C5.02(c) as follows:

C5.02 Probationary Period and Severance:

* * *

“(c) In the event of a severance of employment other than a probationary discharge, ~~an Employee employed on a weekly basis prior to June 12, 2022 shall be entitled to one~~

~~(1) week's notice in writing or one (1) week's severance pay in lieu of such notice or a combination thereof. Effective June 12, 2022,~~ an Employee employed on a weekly basis by the Employer for at least three (3) weeks shall be entitled to one (1) week's notice in writing or one (1) week's severance pay in lieu of such notice or a combination thereof. An Employee employed on a daily basis shall receive verbal notice of severance at the end of the work day, or in lieu of such notice, shall receive one (1) day's wages.”