

Memorandum of Agreement for the 2023-2026 British Columbia Master Animation Agreement

This agreement is entered into between the Union of B.C. Performers, the British Columbia Branch of the Alliance of Canadian Cinema, Television and Radio Artists (hereinafter "the Union" or "UBCP/ACTRA"), on the one hand, and the Canadian Media Producers Association – BC Producers Branch (hereinafter the "CMPA-BC") on behalf of its individual member companies listed in Appendix "A" (individually referred to as a "Producer" or collectively, the "Producers") on the other hand.

The UBCP/ACTRA bargaining committee agrees to recommend to the UBCP/ACTRA members in the bargaining unit to ratify this Memorandum of Agreement.

As soon as practicable and subject to ratification as per the practices of the parties, and the Protocol Agreement executed by the parties on December 16, 2022, this Memorandum of Agreement (and any Appendices) will be reduced to formal contract language, where necessary, for inclusion into the 2023-2026 British Columbia Master Animation Agreement.

Throughout this document, changes to the current language in the 2020-2023 British Columbia Master Animation Agreement will be indicated in the following manner:

~~Language that is to be deleted from the present 2020-2023 British Columbia Master Animation Agreement will be shown as struck text, in the manner of this sentence.~~

New language that did not previously exist or language that replaces text that will be deleted from the 2020-2023 British Columbia Master Animation Agreement will be shown as underlined text.

Language which presently exists in the 2020-2023 British Columbia Master Animation Agreement and which will not be changed in the new 2023-2026 British Columbia Master Animation Agreement is shown in this font.

1. **Term**

The Term of the Agreement shall be for three years commencing on March 20, 2023 and expiring on March 19, 2026.

2. **Wages**

Increase wage rates by four percent (4%) effective March 20, 2023; by an additional three percent (3%) effective March 24, 2024; and by an additional three percent (3%) effective March 23, 2025.

3. **Article A404 Audition**

Modify Article A404 as follows:

A404 Audition means the visual and/or oral ~~auditioning assessment~~ with or without cameras, live or recorded, of a Performer or a group of Performers for the purpose of determining their ~~value or~~ ability, talent, and/or suitability for inclusion in a specified performance Production.

Memorandum of Agreement for the 2023-2026 British Columbia Master Animation Agreement

4. New Article A4XX Scratch Tracks

Add new Article A4XX as follows:

A4XX Scratch Tracks mean the voice tracks recorded during a Session to be used solely as a temporary placeholder during the production of a Production.

5. Article A521 Freedom from Personal Harassment

Modify Article A521 as follows:

A521 Freedom from Personal Harassment

The ~~Union and the Producers (the "Parties")~~ agree that everyone should be able to work without fear of harassment or violence, in a safe and healthy environment. The Parties further agree to work cooperatively with each other so that the principles of this section are honoured.

- (a) The Producer will develop a statement on anti-harassment and violence prevention which will be communicated to the cast and crew prior to or on the first day of production. The Producer shall be deemed to have developed such statement where the statement replicates the language of paragraphs (b) to (i) of this Article.
- (ab) The Producer shall use its best efforts to maintain a working environment that is free from sexual, racial, or personal harassment, violence and discrimination on grounds prohibited by the *Human Rights Code* as it may be amended from time to time. Currently, the prohibitive grounds include Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex (which incorporates pregnancy and breast feeding), sexual orientation, gender identity or expression, and age. To that end, the Producer shall comply with all applicable obligations pursuant to human rights and health and safety legislation.
- (bc) For the purposes of this Article, sexual harassment includes without limitation, behaviour such as:
 - (i) unwanted attention of a sexual nature made by a person who knows or ought reasonably to have known that such attention is unwanted;
 - (ii) implied or expressed promise of reward for complying with a sexually oriented request;
 - (iii) implied or expressed threat of reprisal, in the form of either actual reprisal or denial of opportunity, for refusal to comply with a sexually oriented request; and
 - (iv) sexually oriented remarks and/or behaviour that may reasonably be perceived to create a negative psychological and/or emotional environment for work.
- (ed) For the purposes of this Article, racial harassment includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome, where such comment or conduct shows disrespect or causes humiliation to a Performer because of the Performer's race, colour, ~~ered~~, ancestry, place of origin, or ethnic origin and may include:
 - (i) actions or comments that are known or ought reasonably to be known to create an intimidating, demeaning or offensive work environment;
 - (ii) actions or comments that may be reasonably perceived to demean, belittle, compromise or cause personal humiliation or embarrassment; and
 - (iii) any act of intimidation or threat.
- (de) For the purposes of this Article, personal harassment includes any comment or conduct

Memorandum of Agreement for the 2023-2026 British Columbia Master Animation Agreement

that is known or ought reasonably to be known to be unwelcome or offensive, which creates an unduly intimidating working environment, which denies individual dignity and respect or which threatens the economic livelihood of that individual.

- (ef) 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. The Union will refer the complainant to the Producer's harassment policies and encourage the complainant to notify the Producer. When authorized by the complainant, the Union representative shall immediately make the complaint known to a representative of the Producer. In any event, the Union will request permission to notify the Producer of the complaint. The Performer may at their discretion make their 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. When deemed appropriate by the Producer, the Producer will limit or eliminate points of contact between the complainant and the individual whose conduct is in question while the investigation is in process.
- (fg) Because of the sensitive nature of these types of complaints, all Parties shall address and resolve these complaints promptly and in as confidential a manner as possible.
- ~~(g) The Producer will develop a statement on anti-harassment and violence prevention which will be communicated to the cast and crew prior to or on the first day of production. The Producer shall be deemed to have developed such statement where the statement replicates the language of paragraphs (a) to (f) of this Article.~~
- (h) The Parties agree that a Producer shall have just and reasonable cause to cancel a Performer's engagement for purposes of Article A1805 of the BCMAA if the Performer violates this Article of the BCMAA or violates the Producer's statement on anti-harassment and violence prevention by engaging in harassing and/or violent behaviour towards any other individual engaged on the Production, or by not respecting the statement.
- (i) Retaliation or reprisals against any Performer ~~by a Producer or any person acting on the Producer's behalf who, in good faith,~~ raises a bona fide complaint pursuant to this Article will not be tolerated.

The Producers agree that nothing in this article prohibits the filing of a grievance.

6. Article 1806 Change in Scheduled Days

Modify Article A1806 as follows:

A1806 Change in Scheduled Days

If for any reason other than weather, the Producer changes a Performer's booking 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 at least twenty-four (24) hours before the hour scheduled for work to commence.
- (c) ~~If seventy-two (72) forty-eight (48)~~ or more hours notice has been given, no

Memorandum of Agreement for the 2023-2026 British Columbia Master Animation Agreement

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 1000h. ~~except when it has been designated as a night shoot, in which case the Call shall be considered to be 1900h.~~

7. NEW Article A1903 Provision of Transport / Escort For a Call During Non-Daylight Hours

Add new A1903 as follows

NEW A1903 Provision of Transport / Escort For a Call During Non-Daylight Hours

The Producer shall endeavour to provide either transportation or an escort to the nearest public transportation when the Performer completes a Call during non-daylight hours.

8. NEW Article A2301 Audition

Add new A2301 as follows

A2301 Audition

When the Producer auditions Performers for a Role, the following conditions apply:

- (a) The Producer shall make best efforts to provide character breakdowns, sides and/or scripts to Performers or Performers' representative no later than forty-eight (48) hours prior to an Audition.
- (b) The first Audition for any Role shall be limited to a maximum of eight (8) script pages or two (2) scenes, at the Producer's election.
- (c) Performers shall not be required to learn special material or spoken lines or special business.
- (d) Performers shall sign-in on a sign-in sheet provided at the place of audition, a copy of the sign-in sheet will be given to the Union after the completion of the audition.

9. Article A23012 Audition Delay Fees

Renumber Article A2301 and modify as follows:

A23012 Audition Delay Fees

~~Voice tests are those try-out periods wherein a Performer or a Specialty Act, or group of Performers are tested for ability, talent, physical attributes and/or suitability for inclusion in a Production. Performers shall sign-in on a sign-in sheet provided at the place of audition, a copy of the sign-in sheet will be given to the Union after the completion of the auditions. Performers shall not be required to learn special material or spoken lines or special business. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition/interview shall be compensated for all excess time over the hour at the rate of twenty five dollars (\$25.00) per hour or part thereof.~~

Renumber Articles in A23 to conform

Memorandum of Agreement for the 2023-2026 British Columbia Master Animation Agreement

10. A2306 Provision of Transport / Escort For an Audition During Non-Daylight Hours

Modify A2306 as follows:

A2306 Provision of Transport / Escort For an Audition During Non-Daylight Hours

The Producer shall endeavour to provide either transportation or an escort to the nearest public transportation when the Performer completes an Audition ~~or Call~~ during non-daylight hours.

11. NEW Article A2604 Ability of Performer to Promote

Add new Article A2604

A2604 Ability of Performer to Promote

Any rider or other agreement between the Producer and the Performer should not restrict the Performer from promoting themselves by making reference to their work once the Production has been released in Canada or the United States, provided the Performer does not portray the Producer or the Production in an unfavourable manner.

12. Article A2903 Performer Credits

Modify A2903 as follows:

A2903 Performer Credits

The Producer will place at the end of each theatrical film and television movie, a cast of characters naming the Performers and the roles played.

For all other Productions, the Producer shall use its best efforts to provide cast credits to Animation Performers in a form and placement at the Producer's discretion subject to reasonable limitations.

13. Article A3102 Retirement

Modify A3102 as follows:

A3102 Retirement

The Union shall maintain Retirement Programs for Performers who are members of the Union.

This shall be funded through the following contributions and deductions:

- (a) The Producer shall contribute to the Union an amount equal to ~~six~~ seven percent (67%) of the Gross Fees (inclusive of Use Fees) 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.

14. Article A3103 Equalization Payments

Modify A3103 as follows:

A3103 Equalization Payments

Memorandum of Agreement for the 2023-2026 British Columbia Master Animation Agreement

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~~ seven percent (~~6~~7%) of the Gross Fees (inclusive of Use Fees) payable to all Performers who are not members of the Union.

15. NEW Article B1XX Scratch Tracks

Add new B1XX as follows:

B1XX Scratch Tracks When a Performer is engaged to record a Scratch Track, the Performer will be compensated at not less than the applicable rates in B104, or B105 as applicable. Scratch Tracks shall not be used in the final version of the Production without notice to the Performer and payment of applicable Use Fees as provided in Section C prior to the Use.

16. NEW Article B104 (e) Minimum Fees for Animation Performers

Add new B104(e) as follows:

(e) Where a Minor under twelve (12) years of age is contracted under B104(b) or (c), the minimum break periods as outlined in A2205(f) shall not be considered as time worked and not form part of the one hour Minimum Call.

17. NEW: B105(c) Recall Session for Pick-Up Lines

Add new B105(c) as follows:

B105 Recall Session for Pick-Up Lines

(a) *Stet*

(b) *Stet*

(c) Use Fee payments are not applicable to Recall Sessions.

18. Article B115 Pick-Up Lines

Modify B115 as follows:

B115 Pick-Up Lines

A Performer may be requested to record an unlimited number of Pick-Up Lines from previously recorded Episodes for no additional compensation provided the Pick-Up Lines are for characters(s) for which the Performer has been previously contracted and the Pick-Up Lines are recorded within a regular recording Session in which the Performer is booked in accordance with Article B104. Pick-Up Lines for Scratch Tracks or Pick-Up Lines recorded outside a regular recording Session shall be paid pursuant to Article B105. In the event that Pick-Up Lines add dialogue for a Performer such that an upgrade to a higher category of performance is required, the Performer shall be re-contracted at the higher rate pursuant to Article A2001.

Memorandum of Agreement for the 2023-2026 British Columbia Master Animation Agreement

19. Article B120 Use Payment Options

Delete B120 as follows:

B120 Use Payment Options

~~With the exception of Article B105, B118 (Presentation Program) and B1XX (Scratch Tracks), Performers working under the provisions of Section B shall be entitled to Use Fees as provided in Section C.~~

20. Appendix "G" Assumption Agreement

The Parties agree to a special committee with representatives from UBCP/ACTRA and CMPA-BC to review and amend the current Appendix G.

21. Appendix "I" Audition Sign-In Sheet

Modify Appendix "I" as follows

Delete "Landed Immigrant" and replace with "Permanent Resident" in column 8 and delete columns 9 & 10.

Agreement Regarding Audition Sign In Sheets for Self Recorded Auditions

The parties agree that UBCP/ACTRA's withdrawal of its proposals on Audition Sign in Sheets for Self-Recorded Auditions is without prejudice. They further agree that each party maintains all rights to interpret the agreement as it sees fit unhampered by any discussion or proposals made at bargaining.

The parties further agree that should UBCP/ACTRA or ACTRA negotiate a resolution to the Audition Sign in Sheet and/or agree to an electronic reporting mechanism for self-recorded Auditions in the next round of BCMPA or IPA negotiations or at any time prior, the parties agree to immediately implement the agreed to terms and conditions into the BCMAA

22. Housekeeping

A. Article A517 Production Guarantee

Modify Article A517 as follows:

Notwithstanding Article A516 (Performance Bond), the Producer shall not be required to post as security a cash bond or letter of credit, but shall instead be entitled to provide UBCP/ACTRA with a Production Guarantee from an Approved Production Guarantor in the form set out in Appendix "J" (Production Guarantee), ~~provided that the~~ The Production Guarantee is **must be** accompanied by a Security Agreement (Appendix "H") or an Assumption Agreement (Appendix "G"), unless the Producer acquires Use Rights pursuant to Article C401(f), and/or acquires the Use Rights pursuant to Article D1 Dubbing Section. The Producer shall give UBCP/ACTRA notice no later than (30) days prior to the start of recording of its intention to provide a Production Guarantee

Rest of article Stet

Memorandum of Agreement for the 2023-2026 British Columbia Master Animation Agreement

B. Article C513 Security Agreement

Modify the reference to Article C401(e) should be amended to C401(f). This was conforming change that was missed when C401(e) was added in the last round of negotiations.

Except where a Producer acquires Use rights pursuant to Article C401(e)(f) and/or acquires the Use rights pursuant to Article D1 Dubbing Section, a Security Agreement in the form of Appendix H shall be provided by the Producer to the Union prior to completion of the Production or Program. If a Security Agreement is required the Performance Bond provided under Article A516 shall not be released by the Union until delivery of the said executed Security Agreement. Where a Producer is required to provide a Security Agreement and when it is contemplated that the Production or Program will be distributed outside of the jurisdiction in which it is produced, the Union may request, and the Producer will provide, additional Security Agreements in forms which are registerable in the jurisdictions where, in the opinion of the Union, the Production or Program may be distributed.

23. Article B104 Minimum Fees for Animation Performers (a) – (c)

The Union confirms its position that when a Performer is engaged under Article B104(a)-(c) to record an Episode, the Episode may be broadcast individually or stacked with other Episodes without additional payment provided that such Episodes remain intact, with the exception of head and/or tail credits.

On behalf of the Union of BC Performers/ACTRA:

Per:



Lesley Brady, Director of Contracts

Date

MARCH 10, 2023

On behalf of the Canadian Media Producers Association - BC Producers Branch:

Per:


Jason Lee, Vice-President, BC Industrial Relations

Date

March 10, 2023

**Memorandum of Agreement for the
2023-2026 British Columbia Master Animation Agreement**

Appendix "A"

Atomic Development Inc.

Bron Animation Inc.

DHX Media (Vancouver) Ltd. (dba Wildbrain Studios).

Eh-Okay Entertainment Inc.

Lindsay Productions Ltd.

Mainframe Studios Inc.

Spun Productions Inc.

Vida Spark Productions Inc.

