



July 31, 2017

Top Ten List
Working Conditions for Qualified Background Performers
2015-2018 BC Master Production Agreement

This document contains what has been identified as the most commonly applicable provisions of the BC Master Production Agreement (BCMPA) governing the engagement of Background Performers. Please note that this is not an exhaustive list. To review all applicable provisions, please refer to the BCMPA.

1. Preference of Engagement

Article D301 of the BCMPA governs the requirements of Preference of Engagement of Union Members prior to offering Background Performer engagements to non-members, see below:

D301 Preference of Engagement

- (a) *Subject to Article D501 (Minimum Number of Qualified Background Performers Required), prior to offering Background Performer engagements to non-members of the Union, the Producer shall:*
- (i) *Inform the Union of the requirements for Background Performers, at the same time as giving notice of such requirements to the casting director.*
 - (ii) *Offer engagement to Members of the Union who are suitable for the engagement and who indicate that they are prepared to accept such engagement.*
 - (iii) *Where Union Members are unavailable the Producer shall offer engagement to Apprentice members who indicate that they are prepared to accept such engagement.*
 - (iv) *Producers shall offer employment to UBCP Extra Members when Union Members and Apprentice Members are unavailable.*
- (b) *The Producer shall direct the person(s) responsible for selecting or contracting Background Performers on each Production to adhere to the foregoing undertaking.*
- (c) *The Producer may not avoid this responsibility by sub-contracting the function of the Background Performers Casting Coordinator to a person, firm, or corporation.*
- (d) *The Union will supply to the Producer a copy of an up-to-date list of Union Members and Apprentice Members who are available for Background Performer work.*
- (e) *Local Hires: On any location outside the limits of the Vancouver or Victoria Studio Zone, the Producer shall have the right to hire local Background Performer, provided that any Union Members in the area who are identified as available for Background Performer work on the list provided by the Union are given first consideration for such work. Local hires are subject to the work permit requirements of Article D303 (Permit Fees).*

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2. **Booking and Upgrades**

Article D401 addresses the information to be provided upon booking and the right of first refusal with respect to upgrades, additional work time and additional days, except for the purposes of continuity in a scene or a specific characteristic requirements.

D401 Booking and Upgrades

Upon Booking, Background Performers shall be given specific notice of wardrobe requirements, date, time and place of production and category of Background Performer work. Union members shall have the right of first refusal with respect to upgrades, additional work time, and additional work days, except for the purposes of continuity in a scene or specific characteristic requirements.

3. **Daily List of Background Performers - Appendix L**

D302 Filing of Background Performer Work Report

The Producer shall file on a daily basis with the Union office (or provide to the Union steward) a completed Daily List of Background Performers (as shown in Appendix "L").

4. **"Pending"**

Pending is not a defined term in the collective agreement, and is not considered a Booking. If a Producer wishes a Performer to remain available for a certain day(s) in readiness for work, the Producer must place a Performer on Hold pursuant to A1802 or Book the Performer for that day or days, otherwise the Performer is not obligated to production and is free to accept any other engagement(s).

A306 Availability Inquiry means an approach to a Performer regarding his/her interest and/or availability for an engagement.

A308 Booking means verbal or written notification to a Performer and verbal or written acceptance by him/her of an engagement on a definite or approximate date or dates. This Booking creates the obligation upon the Producer to engage the Performer, and the obligation upon the Performer to carry out the engagement.

A1802 Holding Call

In the event that the Producer directs a Performer to hold a day or days in readiness to be called to work, the Performer shall be paid not less than one hundred percent (100%) of the minimum daily fee for the appropriate category of performance for an eight (8) hour call in respect of each day the Performer is on a "Holding Call." The period of the "Holding Call" shall commence at the hour specified by the Producer and shall end when the Performer is released from the "Holding Call."

5. **Inclement Weather & Facilities**

Article D410 provides that a that during intemperate or inclement weather, Background Performers are to be provided with a rest period of not less than 10 minutes per one hour in order to seek shelter from the elements provided that completion of the shot shall not be considered a breach of this Article.

D410 Inclement Weather

No Background Performer will be required to be exposed to inclemency or extremes of weather for unreasonably long periods of time. During intemperate or inclement weather, Background Performers will

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be allowed a rest period of not less than ten (10) minutes per hour, when they will be able to seek shelter from the elements, provided that completion of the shot shall not be considered a breach of this Article.

Applicable Actsafe Bulletins attached below:

<http://www.actsafe.ca/wpcontent/uploads/resources/bulletins/34cold.pdf>

<http://www.actsafe.ca/wp-content/uploads/resources/bulletins/34Acold.pdf>

<http://www.actsafe.ca/wp-content/uploads/resources/bulletins/35hot.pdf>

In addition, A2001 Dressing Room and Sanitary Provisions state that the Producer, where possible, shall provide clean and comfortable facilities with reasonable temperature and adequate space.

A2001 Dressing Room and Sanitary Provisions

(a) *The Producer will provide the following facilities:*

- (i) *a supply of pure drinking water;*
- (ii) *a suitable seat for each Performer during rest periods;*
- (iii) *a stretcher or a cot of a type suitable for use as a stretcher;*
- (iv) *separate dressing room facilities for male and female Performers where they may change their clothing in privacy and comfort;*
- (v) *separate changing room facilities for Minors of each sex;*
- (vi) *a place of safekeeping (such as dressing rooms with adequate locks, lockers or a secured area) for checking normal personal belongings during working hours;*
- (vii) *clean and accessible toilets and washrooms;*
- (viii) *first aid equipment.*

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

(c) *The Producer shall be responsible for damage to, or loss of the Performer's normal personal belongings and/or wardrobe or property required by the Producer unless a place of safe keeping (see (vi) above) is provided adjacent to the set or location on which the Performers are required to work. Notice of such damage or loss shall be given to an authorized representative of the Producer at the time the loss is discovered but in no case more than twenty-four (24) hours after dismissal unless extenuating circumstances exist.*

Actsafe Bulletin on Use of Tents:

http://www.actsafe.ca/wp-content/uploads/2010/02/FS13_use_and-set_up_large_tents-20150428.pdf

6. Security

A2001 also states that the Producer shall provide a place of safekeeping for a Performer's normal personal belongings, see A2001(a)(vi) and A2001(c) below:

A2001 Dressing Room and Sanitary Provisions

(a) *The Producer will provide the following facilities:*

- (vi) *a place of safekeeping (such as dressing rooms with adequate locks, lockers or a secured area) for checking normal personal belongings during working hours;*

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The Article goes on to say:

- (c) *The Producer shall be responsible for damage to, or loss of the Performer's normal personal belongings and/or wardrobe or property required by the Producer unless a place of safe keeping (see (vi) above) is provided adjacent to the set or location on which the Performers are required to work. Notice of such damage or loss shall be given to an authorized representative of the Producer at the time the loss is discovered but in no case more than twenty-four (24) hours after dismissal unless extenuating circumstances exist.*

7. Propane Safety

Safety guidelines must be followed when installing and using propane heaters on set. In order to allow for proper ventilation and to prevent carbon monoxide poisoning, tent flaps should NEVER be closed when a propane heater is being used to heat the tent.

This and other safety guidelines pertaining to propane can be found in the following Actsafe bulletin:

http://www.actsafe.ca/wp-content/uploads/2010/02/FS11_Propane_guidelines.pdf

8. Meals

A1401 requires that Qualified Background Performers receive the same meals as other members of the cast and crew as well as the same access to the craft services table.

A1401 Meal Period

- (a) *Each Performer shall be provided a meal period of a minimum of thirty (30) minutes after the last Performer has been served to a maximum of sixty (60) minutes after the first Performer has been served. The first meal period shall commence not later than the completion of the sixth (6th) hour of work, calculated from the first Call for the Performer. Subsequent meal periods will be scheduled in six (6) hour intervals. When the Performer's Call is for make-up or wardrobe, the six (6) hour period of work shall commence from such call, except when the Non-deductible Meal pursuant to subparagraph (e) of this Article applies.*
- (b) *Substantial Snack: In the event that the first meal break of the day is called at or before the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours, a Substantial Snack shall be served.*
- (c) *The first meal periods shall not be considered as time worked and shall not be paid. Subsequent meal periods shall be paid through as time worked.*
- (d) *Performers, including Qualified Background Performers, may be broken individually for meals and shall have the same access to the craft services table. Qualified Background Performers shall receive the same meals as the other members of the cast and crew.*
- (e) *Non-deductible Meal:*
 - (i) *Performers required to report prior to the general crew call may be supplied, within one (1) hour of general crew call, with a reasonable hot meal and at least fifteen (15) minutes in which to eat this meal, provided that each Performer is properly informed at Call time of his/her entitlement to a said meal. During this paid, non-deductible meal period, the Performer will be freed of all*

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activity.

- (ii) *The next meal period shall be no later than six (6) hours from general crew call.*
- (iii) *For the purposes of this Article, this non-deductible meal shall not be considered the "first meal".*
- (iv) *If a hot meal is not made available, the provisions of this Article A1401 (a) to (d) shall apply.*

9. Start and Wrap Time

A1101 Work Day

The regular work day shall consist of eight (8) consecutive hours not including the meal period and there shall be no split shifts. Except when travel time payment is required pursuant to A1701(b) (Travel Time Payment), the work day shall commence at the Performer's Call Time or when the Performer is required to commence work, whichever is earlier. The work day does not end until the Performer is out of make-up and costume, unless transport is contractually required and has been requested and arranged, in which case the work day ends when the Performer is actually able to leave the set.

10. Wardrobe Changes

D407 Wardrobe

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

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