

APPENDIX "C" - IATSE LOCAL 669

ARTICLE C1 SCREEN CREDITS

C1.01 Screen Credits: In accordance with the prevailing practice, all photography of productions, regardless of the size or type of recording medium used, must have the label of IATSE on each production, and individual Employees shall receive screen credit as follows:

- (a) Whenever and as long as the practice prevails of giving screen credit to any individual, screen credits shall be given in a prominent place on the finished product to the Director of Photography of the production and the Director of Photography shall be so designated. After the Director of Photography's name, if applicable, the letters "C.S.C.", "A.S.C." or "B.S.C." shall appear if so requested.
- (b) The term "prominent place" on Feature production and Television production, other than Episodic Television Series, means no less than a separate card, or its equivalent in a crawl, shared by no more than three names.
- (c) All other Screen Credits shall be negotiated on an individual basis.

ARTICLE C2 CAMERA CREW

C2.01 First Unit Crew:

- (a) The minimum crew on a First Unit or an Additional Unit (with Principal Actors) shall consist of a Director of Photography, a Camera Operator, a First Camera Assistant, Second Camera Assistant and, on a feature film, a Stills Photographer, (hereinafter referred to respectively as a D.O.P., Operator, First Assistant, Second Assistant and Stills Photographer.)
- (b) Any additional cameras, with the exception of locked-off cameras, shall require an Operator and a First Assistant.
- (c) If four (4) or more cameras, excepting locked-off cameras, are used simultaneously, an additional Second Assistant shall be employed, and if seven (7) or more cameras are used simultaneously, another additional Second Assistant shall be employed.
- (d) The photographic staff shall not be below a reasonable number in accordance with the general and usual practices of the Employer.

C2.02 Additional Unit Crew:

- (a) An Additional Unit is any unit which is not under the direct supervision of the First Unit D.O.P.
- (b) The minimum crew on an Additional Unit shall consist of a D.O.P. and First Assistant.

- (c) Where the D.O.P. determines that additional Employees are required, he/she will discuss such requirements with the Employer and the Employer will not unreasonably deny the D.O.P.'s request for such additional Employees.

C2.03 Composite Process Photography: The minimum crew for composite process photography and backgrounds including plates with or without doubles, shall consist of a D.O.P. and First Assistant. Additional crew shall be determined by the D.O.P. and the Employer.

C2.04 Production / Equipment Tests: The preferred industry practice is to provide assistant camera persons adequate pre-production equipment testing and preparation time. No assistant camera person will be disciplined or discharged due to the fact that the assistant camera person was not provided with such adequate preparation time.

C2.05 Video Recording and Video Playback Crew:

- (a) Any Video Recording or Video Playback Equipment used, shall be operated by a Local 669 Motion Picture Video Coordinator, who shall be assisted by a Motion Picture Video Assistant 1, as needed.
- (b) When up to two (2) simple video recorder/monitor combination units are utilized, a Video Assistant 2 may be employed to operate such equipment.

C2.06 Video Camera Crew: If the Employer chooses to shoot in Video format, the Employer will use a Local 669 Electronic Director of Photography, Electronic Camera Operator and/or Electronic Camera Assistant as needed.

C2.07 Electronic Press Packaging: When an Employer that has executed a Letter of Adherence to this Master Agreement hires a video unit on a motion picture set or location for purposes of electronic press packaging, behind the scenes documentaries, and/or entertainment news programming, such video unit shall be covered by this Master Agreement.

C2.08 Work Performed in a Higher Classification: The Employer agrees that, except in the case of a short-term emergency, it will not require Employees to perform work in a classification for which a higher remuneration is provided hereunder. However, should such an emergency occur, the following conditions shall apply:

- (a) In a medical or other such emergency where an employed Employee is unable to perform his/her duties, the Employer shall inform Local 669 as soon as practicable and the Employer and Local 669 shall use their best efforts to find a replacement. In the event an Operator is unable to fulfill his/her job requirements, then the D.O.P. may operate the Camera until a replacement reports for work.
- (b) Where the Employer is unable to give Local 669 sufficient prior notice that additional cameras are being employed, and the engaged Employees agree to man the additional cameras, the Employer shall notify Local 669 as soon as practicable and both the Employer and Local 669 shall use their best efforts to call such personnel as are required to meet the minimum crewing provisions of Article 2.01.

- (c) The upgraded Employee shall be paid at the scale rate for the higher classification for all work performed in the higher classification until the replacement or additional Employee reports for work or until the end of the working day, whichever comes first. All overtime provisions, premiums, penalties and benefits shall apply to the higher rates in effect.
- (d) Under no circumstances shall a Camera Assistant Trainee be upgraded to the classification of Second Assistant.

ARTICLE C3 STILLS PHOTOGRAPHY

C3.01 Stills Photography Crew:

- (a) On Feature productions, a Stills Photographer shall be hired for each day of Principal Photography.
- (b) On Television productions a Stills Photographer will be employed under one of the following methods:
 - (i) On Long Form Television (TV Features and Mini- Series and Pilots), a minimum of one (1) day for each three (3) days of Main Unit shooting; or
 - (ii) On Television series, a minimum of two (2) days per episode on a cumulative basis; or
 - (iii) As an alternative to (i) or (ii) above, a Stills Photographer may be employed on an “as needed” basis, conditional upon the Stills Photographer receiving a fifty percent (50%) premium on the minimum hourly Stills rate, and all other terms and conditions of this Agreement applicable. The Employer shall inform the Stills Photographer and Local #669 regarding the method under which the Stills Photographer will be hired on the date of hire.
 - (iv) Still Photographers on “Made-for-Home Video” productions shall be employed under the same terms as those applicable to television productions under this Master Agreement.
- (c) When the Employer requires digital processing by the Stills Photographer and due to time constraints the processing cannot be completed during the Stills Photographer's minimum call, the Employee, with the authorization of the Production Manager or Producer, will perform such work and will be paid a minimum of one (1) hour or the actual authorized time worked, whichever is greater, at one and one-half times (1.5X) the Employees' pro rata contracted hourly rate. Hours paid under this clause shall be considered as time worked but shall not be included in calculating turnaround or meal penalties. Travel will not be considered work time under this paragraph.

C3.02 Location, Continuity and Administrative Photography: For the purpose of making location photographs, or photographs for pre-production, production, administrative, or continuity, none of which are to be used for other than continuity or identification, the

Employer may designate a person or persons, other than a Stills Photographer, to make such photographs and such person shall not be subject to the terms and conditions of the Master Agreement.

C3.03 Photo Credit for Stills Photographers: The Employer may give photo credit to Stills Photographers on advertising and publicity stills involving their work where such is used for advertising and publicity released by the Employer, but such credit is not mandatory and shall not be subject to grievance procedure.

ARTICLE C4 WAIVER

C4.01 Photography Waiver:

- (a) Upon appropriate notification, (which may include written verification of assignment if requested by Local 669), Local 669 shall grant a waiver for a Non-Local 669 Stills Photographer to photograph on a Employer production where the Non-Local 669 Stills Photographer is on a specific bona fide assignment for a Local, Regional, National or International Newspaper, Magazine or News Service; as distinguished from a Photographic Service.
- (b) Local 669 shall grant a waiver for a Non-Local 669 Stills Photographer (who is taking photographs that would normally be taken by a Local 669 Stills Photographer) on a Television production where a Local 669 Stills Photographer is employed on a weekly basis, subject to the following conditions:
 - (i) Provided that not more than one (1) Non-Local 669 Stills Photographer shall be utilized simultaneously on a single production, and is not utilized for more than one-half (1/2) of the production's shooting schedule on a cumulative basis; and,
 - (ii) Provided that the Local 669 Stills Photographer submits still photographs for consideration, performs similar duties, and works at least the same number of hours as the Non-Local 669 Stills Photographer, with a minimum of eight (8) hours.
 - (iii) The Local Union may, in circumstances other than those provided above, grant waivers upon request of the Employer.
- (c) Upon appropriate notification, Local 669 shall grant a waiver for an electronic Cameraperson to shoot news segments, as per current practice, on an Employer's production.

ARTICLE C5 PROBATION, REPRIMANDS AND SEVERANCE

C5.01 Layoff: For purposes of Employees covered by this Appendix "C", "Layoff" is defined as a temporary or permanent severance of employment due to a shortage of work, including Holiday, Hiatus or scheduled termination.

C5.02 Probationary Period and Severance:

- (a) A weekly Employee shall be considered as a probationary Employee for a period of thirty (30) calendar days.
- (b) A probationary Employee who is dismissed on the grounds of unsuitability or the inability to meet the artistic standards set by the Employer shall nevertheless receive a severance payment of one (1) week's wages. The Employer shall notify Local 669 in writing of any such dismissal.
- (c) In the event of a severance of employment other than a probationary discharge, an Employee employed on a weekly basis shall be entitled to one (1) week's notice in writing or one (1) weeks 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.
- (d) In the event of discharge for just and reasonable cause, the onus of proof rests upon the Employer.
- (e) For the purposes of this Appendix "C" a weekly Employee shall be an Employee who is on a weekly guarantee, or is employed for the run of the show. All other Employees shall be considered daily Employees.

C5.03 Progressive Discipline: With respect to "Weekly" Employees, as defined in C5.02(e), Local 669 and the Employer agree that the principles of progressive discipline shall be applied in appropriate circumstances. The Employer agrees to provide Local 669 with a copy of a written "Reprimand" and/or written "Notice of Discipline," which exceeds a written "Reprimand" in severity, and/or a written "Notice of Dismissal."

C5.04 Severance in Case of Death: In the event of the death of an Employee, the Employer shall pay to the Employee's designated beneficiary, or if no such designation was made by such Employee prior to death, to the Union in trust to be distributed to the Employee's estate, an amount equal to the amount of severance pay such Employee would have received had he or she been dismissed on the date of his or her death.

ARTICLE C6 SHOP STEWARD

C6.01 Shop Steward: The Employer shall recognize a Shop Steward as appointed by Local 669 or elected by the Employees on each production unit. The Employer shall be notified of the identity of the Shop Steward. Any person so appointed or so elected shall have the complete cooperation of the Employer in the reasonable performance of his/her duties to inspect all working conditions governed by this Agreement. Shop Stewards shall not be discriminated against.

ARTICLE C7 TURNAROUND

C7.01 Turnaround:

- (a) Daily Turnaround:
 - (i) There shall be a ten (10) hour rest period between the end of one shift and the next call. If such rest period is encroached, the Employee shall be paid for the encroached time at the same rate such Employee was receiving at the end of the Employee's preceding shift, but in no event less than one and one-half times (1.5X) the Employee's straight time contracted hourly rate. In no event shall such rate be in excess of three times (3X) such Employee's straight time contracted hourly rate.
 - (ii) With respect to the first (1st) year of a television series: After sixteen (16) hours of work, which does not include the first meal period, there shall be an eleven (11) hour rest period between the end of such work period and the next day's call.
 - (iii) With respect to all productions other than the first (1st) year of a television series: When daily turnaround is encroached by two (2) or more hours for two (2) consecutive days, the Employee(s) will receive an eleven (11) hour rest period between the end of such second (2nd) consecutive day and the next day's call.
 - (iv) Daily turnaround encroachment shall be calculated pursuant to subparagraph (e) below.
- (b) Six-Day Turnaround: Where the Employee works six consecutive days in a work week, there shall be a continuous thirty-four (34) hour rest period, which includes the ten (10) hour rest period in subparagraph (a) (i) above, for each Employee who works the sixth-day in a seven 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 thirty-four (34) hour rest period and calculated pursuant to subparagraph (e) below.
 - (i) Six-Day Worked Turnaround Encroachment Applicable to the Seventh Day of Work Week:

Where the sixth day worked occurs on the seventh day of the work week, there shall be a continuous thirty-four (34) hour rest period between the end of the shift on the fifth day and the commencement of the shift on the seventh day for each Employee who works a sixth day on the seventh day of the work week. If this rest period is encroached the 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 for

the time beginning at the start of the sixth day worked through the end of the encroached thirty-four (34) hour rest period and calculated pursuant to subparagraph (e) below.

Should there be no encroachment of this continuous thirty-four (34) hour rest period no turnaround encroachment will apply and only payment per Article 4.03 shall apply.

- (c) **Five-Day Turnaround:** There shall be a fifty (50) hour rest period, which includes the ten (10) 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 fifty (50) hour rest period and calculated pursuant to subparagraph (e) below.
- (d) **Statutory Holiday Turnaround:** There shall be a twenty-four (24) hour rest period, in addition to the rest periods described in subparagraphs (a)(i), (b) and (c) above, for each Employee for a Statutory Holiday. 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 thirty-four (34) hour rest period, fifty-eight (58) hour rest period or seventy-four (74) hour rest period, whichever applies, and calculated pursuant to subparagraph (e) below.
- (e) When turnaround is encroached by one-half (.5) hour or less, there shall be a payment of one-half (.5) hour of the encroachment rate. If the rest period is encroached by more than one-half (.5) hour, the encroachment rate shall be computed in one-tenth (.1) of an hour increments for the encroached period.

C7.02 Maximum Work Period: At no time shall any work period extend past nine (9) hours without a meal break. Pacific Northwest Hours shall not be construed to violate this provision.

ARTICLE C8 PUBLICISTS

C8.01 Porting Publicists from Appendix "A" to Appendix "C": The porting of the Publicists was agreed with the acknowledgement that any work permit issued to a publicist would not reduce the number of work permits issued to the camera department. It is further agreed that for purposes of Article 3.03, *Qualified Permits*, Publicists will not be considered part of the camera department.

IATSE LOCAL 669 RATES

**Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 "pay hours"*

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
HOURLY						
Director of Photography	84.32	88.55	86.01	90.32	87.73	92.13
Operator	56.07	58.85	57.19	60.03	58.33	61.23
First Assistant	42.10	44.20	42.94	45.08	43.80	45.98
Second Assistant	29.66	31.13	30.25	31.75	30.86	32.39
Stills Photographer I	51.75	48.28	52.79	49.25	53.85	50.24
Stills Photographer II	77.63		79.19		80.78	
Camera Utility Person						
Film Loader						
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Motion Picture Video Coordinator	32.98	34.62	33.64	35.31	34.31	36.02
Motion Picture Video Assistant 1	24.79	26.01	25.29	26.53	25.80	27.06
Motion Picture Video Assistant 2	18.59	19.53	18.96	19.92	19.34	20.32
Digital Imaging Technician	42.10	44.20	42.94	45.08	43.80	45.98
Digital Utility Person						
Electronic Director of Photography	61.72	64.80	62.95	66.10	64.21	67.42
Electronic Camera Operator	46.27	48.59	47.20	49.56	48.14	50.55
Electronic Camera Assistant	30.87	32.40	31.49	33.05	32.12	33.71
PUBLICITY						
Senior Unit Publicist	32.23	33.83	32.87	34.51	33.53	35.20
Junior Unit Publicist	22.01	23.11	22.45	23.57	22.90	24.04
* WEEKLY						
Director of Photography	5,595.10	5,874.40	5,707.10	5,992.00	5,821.20	6,111.70
Operator	3,719.80	3,906.70	3,794.00	3,985.10	3,869.60	4,064.90
First Assistant	2,792.30	2,930.90	2,848.30	2,989.70	2,905.00	3,049.20
Second Assistant	1,968.40	2,067.80	2,007.60	2,109.10	2,047.50	2,151.10
Stills Photographer	3,434.90	3,203.20	3,503.50	3,267.60	3,573.50	3,332.70
Camera Utility Person						
Film Loader						
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Motion Picture Video Coordinator	2,187.50	2,297.40	2,231.60	2,343.60	2,276.40	2,390.50
Motion Picture Video Assistant 1	1,645.00	1,726.20	1,677.90	1,760.50	1,711.50	1,795.50
Motion Picture Video Assistant 2	1,235.50	1,294.30	1,260.00	1,320.20	1,285.20	1,346.80

**Weekly rates are based on 60 hours guaranteed per week which is equivalent to 70 "pay hours"*

	June 7, 2009 – April 3, 2010		April 4, 2010 – April 2, 2011		April 3, 2011 – March 31, 2012	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
Digital Imaging Technician	2,792.30	2,930.90	2,848.30	2,989.70	2,905.00	3,049.20
Digital Utility Person						
Electronic Director of Photography	4,095.70	4,298.70	4,177.60	4,384.80	4,260.90	4,472.30
Electronic Camera Operator	3,069.50	3,224.90	3,131.10	3,289.30	3,193.40	3,355.10
Electronic Camera Assistant	2,048.20	2,149.70	2,089.50	2,192.40	2,131.50	2,236.50
Senior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
Junior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
* WEEKLY (HOURLY)						
Director of Photography	79.93	83.92	81.53	85.60	83.16	87.31
Operator	53.14	55.81	54.20	56.93	55.28	58.07
First Assistant	39.89	41.87	40.69	42.71	41.50	43.56
Second Assistant	28.12	29.54	28.68	30.13	29.25	30.73
Camera Utility Person						
Film Loader						
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Stills Photographer	49.07	45.76	50.05	46.68	51.05	47.61
Motion Picture Video Coordinator	31.25	32.82	31.88	33.48	32.52	34.15
Motion Picture Video Assistant 1	23.50	24.66	23.97	25.15	24.45	25.65
Motion Picture Video Assistant 2	17.65	18.49	18.00	18.86	18.36	19.24
Digital Imaging Technician	39.89	41.87	40.69	42.71	41.50	43.56
Digital Utility Person						
Electronic Director of Photography	58.51	61.41	59.68	62.64	60.87	63.89
Electronic Camera Operator	43.85	46.07	44.73	46.99	45.62	47.93
Electronic Camera Assistant	29.26	30.71	29.85	31.32	30.45	31.95
Senior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A
Junior Unit Publicist	N/A	N/A	N/A	N/A	N/A	N/A