

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 credit 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

Subject to the provisions of Sideletter No. 15 (D.O.P./Operator), the minimum crew on the First Unit or an Additional Unit is as follows:

C2.01 First Unit Crew:

- (a) The minimum crew on a First Unit shall consist of a Director of Photography, a Camera Operator, a First Camera Assistant, a 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. However, if Principal Actors are involved in work with an Additional Unit, the minimum crew for the Additional Unit shall consist of the same minimum requirements as the First Unit Crew; namely, a D.O.P., Operator, First Assistant, Second Assistant and, on a feature film, a Stills Photographer.
- (c) When 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:

- (a) Any Employee may be requested to temporarily perform work in a higher job classification.
- (b) If, at the direction of the Employer, an Employee works for two (2) hours or more in a classification higher than the classification under which the Employee is called for work, such upgraded Employee shall be paid at the scale rate for the higher classification (or at the negotiated above-scale rate, whichever is greater) for the entire workday. The Employee reverts to his/her regular classification on the following day unless notified to the contrary.
- (c) If a Camera Operator is upgraded to the position of Director of Photography or, when allowed, to the position of D.O.P./Operator, he/she shall be paid at the Director of Photography rate for all time worked in that classification; if he/she works two (2) hours or more as a Director of Photography, he/she shall be paid at the Director of Photography rate for the entire workday.
- (d) Under no circumstances shall a Trainee be upgraded.
- (e) Work time in any classification shall be credited to fulfill the minimum call of the classification in which the Employee was hired.
- (f) The application of this Article shall not impact the mandatory crewing provisions of the collective agreement.

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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 ($\frac{1}{2}$) 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 Lay off: For purposes of Employees covered by this Appendix “C”, “Lay off” 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) 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.
- (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, which ever 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

	April 1, 2015 - August 1, 2015		August 2, 2015 - April 2, 2016		April 3, 2016 - April 1, 2017		April 2, 2017 - March 31, 2018	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate
HOURLY								
Director of Photography	93.10	97.77	94.96	99.73	96.86	101.72	98.80	103.75
Operator	61.90	64.97	63.14	66.27	64.40	67.60	65.69	68.95
First Assistant	46.48	48.80	47.41	49.78	48.36	50.78	49.33	51.80
Second Assistant	32.75	34.37	33.41	35.06	34.08	35.76	34.76	36.48
Stills Photographer I	57.15	53.31	58.29	54.38	59.46	55.47	60.65	56.58
Stills Photographer II	85.73		87.44		89.19		90.98	
Camera Utility Person	Negotiable		Negotiable		Negotiable		Negotiable	
Film Loader	Negotiable		Negotiable		Negotiable		Negotiable	
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Motion Picture								
Video Coordinator	36.41	38.22	37.14	38.98	37.88	39.76	38.64	40.56
Motion Picture Video Assistant 1	27.39	28.71	27.94	29.28	28.50	29.87	29.07	30.47
Motion Picture Video Assistant 2	20.52	21.56	20.93	21.99	21.35	22.43	21.78	22.88
Digital Imaging Technician	46.48	48.80	47.41	49.78	48.36	50.78	49.33	51.80
Digital Utility Person	Negotiable		Negotiable		Negotiable		Negotiable	
Electronic Director of Photography	68.14	71.55	69.50	72.98	70.89	74.44	72.31	75.93
Electronic Camera Operator	51.08	53.64	52.10	54.71	53.14	55.80	54.20	56.92
Electronic Camera Assistant	34.09	35.77	34.77	36.49	35.47	37.22	36.18	37.96
PUBLICITY								
Senior Unit Publicist	35.58	37.35	36.29	38.10	37.02	38.86	37.76	39.64
Junior Unit Publicist	24.31	25.51	24.80	26.02	25.30	26.54	25.81	27.07

	April 1, 2015 - August 1, 2015		August 2, 2015 - April 2, 2016		April 3, 2016 - April 1, 2017		April 2, 2017 - March 31, 2018	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate

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

Director of Photography	6,177.50	6,486.20	6,301.40	6,615.70	6,427.40	6,748.00	6,556.20	6,883.10
Operator	4,106.90	4,313.40	4,188.80	4,399.50	4,272.80	4,487.70	4,358.20	4,577.30
First Assistant	3,082.80	3,236.10	3,144.40	3,300.50	3,207.40	3,366.30	3,271.80	3,433.50
Second Assistant	2,173.50	2,282.70	2,216.90	2,328.20	2,261.00	2,375.10	2,306.50	2,422.70
Stills								
Photographer	3,791.90	3,536.40	3,867.50	3,607.10	3,945.20	3,679.20	4,024.30	3,752.70
Camera Utility								
Person		Negotiable		Negotiable		Negotiable		Negotiable
Film Loader		Negotiable		Negotiable		Negotiable		Negotiable
Trainee		No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum
Motion Picture Video								
Coordinator	2,415.70	2,536.80	2,464.00	2,587.20	2,513.00	2,639.00	2,563.40	2,691.50
Motion Picture Video								
Assistant 1	1,816.50	1,904.70	1,852.90	1,942.50	1,890.00	1,981.70	1,927.80	2,021.60
Motion Picture Video								
Assistant 2	1,363.60	1,428.70	1,390.90	1,457.40	1,418.90	1,486.80	1,447.60	1,516.20
Digital Imaging								
Technician	3,082.80	3,236.10	3,144.40	3,300.50	3,207.40	3,366.30	3,271.80	3,433.50
Digital Utility								
Person		Negotiable		Negotiable		Negotiable		Negotiable
Electronic Director of								
Photography	4,522.00	4,746.00	4,612.30	4,841.20	4,704.70	4,937.80	4,798.50	5,036.50
Electronic Camera								
Operator	3,388.70	3,560.90	3,456.60	3,632.30	3,525.90	3,705.10	3,596.60	3,779.30
Electronic Camera								
Assistant	2,261.70	2,373.00	2,307.20	2,420.60	2,353.40	2,468.90	2,400.30	2,518.60
Senior Unit								
Publicist	N/A	N/A	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	N/A	N/A

	April 1, 2015 - August 1, 2015		August 2, 2015 - April 2, 2016		April 3, 2016 - April 1, 2017		April 2, 2017 - March 31, 2018	
	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate	Television Rate	Feature Rate

WEEKLY (HOURLY) (Weekly rates are based on 60 guaranteed hours per week which is equivalent to 70 "pay hours")

Director of								
Photography	88.25	92.66	90.02	94.51	91.82	96.40	93.66	98.33
Operator	58.67	61.62	59.84	62.85	61.04	64.11	62.26	65.39
First Assistant	44.04	46.23	44.92	47.15	45.82	48.09	46.74	49.05
Second Assistant	31.05	32.61	31.67	33.26	32.30	33.93	32.95	34.61
Camera Utility								
Person	Negotiable		Negotiable		Negotiable		Negotiable	
Film Loader	Negotiable		Negotiable		Negotiable		Negotiable	
Trainee	No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum		No Less than Provincial Minimum	
Stills								
Photographer	54.17	50.52	55.25	51.53	56.36	52.56	57.49	53.61
Motion Picture Video								
Coordinator	34.51	36.24	35.20	36.96	35.90	37.70	36.62	38.45
Motion Picture Video								
Assistant 1	25.95	27.21	26.47	27.75	27.00	28.31	27.54	28.88
Motion Picture Video								
Assistant 2	19.48	20.41	19.87	20.82	20.27	21.24	20.68	21.66
Digital Imaging								
Technician	44.04	46.23	44.92	47.15	45.82	48.09	46.74	49.05
Digital Utility								
Person	Negotiable		Negotiable		Negotiable		Negotiable	
Electronic Director of								
Photography	64.60	67.80	65.89	69.16	67.21	70.54	68.55	71.95
Electronic Camera								
Operator	48.41	50.87	49.38	51.89	50.37	52.93	51.38	53.99
Electronic Camera								
Assistant	32.31	33.90	32.96	34.58	33.62	35.27	34.29	35.98
Senior Unit								
Publicist	N/A	N/A	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	N/A	N/A

British Columbia and Yukon Council of Film Unions Supplemental Master Agreement

Preamble: All of the terms and conditions of the British Columbia and Yukon Council of Film Unions Master Agreement (“Master Agreement”) shall apply to productions under this Supplemental Master Agreement (“Supplemental Agreement”) except as modified herein.

The Enabling Procedure set forth in Article 1.16 of the Master Agreement shall also apply to productions covered by the Supplemental Master Agreement.

S1. Definitions:

S1.01 The terms used in this Supplemental Agreement shall have the same meaning as in the Master Agreement unless otherwise defined.

S1.02 “Budget” means the total budget for a project and shall include offsets for tax credit and production incentives, but does not include a contingency up to ten percent (10%) of the Budget, costs of financing and bonds.

S1.03 “Canadian Domestic Television Production” means television production without a U.S. distribution agreement at the commencement of principal photography.

S1.04 “Feature Film” means a motion picture produced for initial exhibition in a commercial motion picture theatre.

S1.05 “Long-form Television Motion Picture” means a motion picture such as a movie of the week or mini-series intended for exhibition on television, including cable television.

S1.06 “Television Series” means all episodic television productions outside of the exclusive jurisdiction defined in Article 1.04 of the Master Agreement.

S1.07 “Home Video” means productions made for non-theatrical release.

S2. Applicability and Adherence:

S2.01 This Supplemental Agreement is applicable only to production outside of the Exclusive Jurisdiction defined in Article 1.04 of the Master Agreement.