

AGREEMENT BETWEEN

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OMEGA/CINEMA PROPS, INC.

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

STUDIO TRANSPORTATION DRIVERS

LOCAL UNION NO. 399

JUNE 1, 2019

THROUGH

MAY 31, 2024

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This Agreement is made and entered into as of June 1, 2019, by and between Omega/Cinema Props, Inc., hereinafter referred to as the “EMPLOYER,” and International Brotherhood of Teamsters, Studio Transportation Drivers, Local Union No. 399, hereinafter referred to as the “UNION.”

## ARTICLE I UNION RECOGNITION

The EMPLOYER hereby recognizes the UNION as the sole and exclusive collective bargaining representative for all of the warehouse and office clerical classifications listed in this Agreement employed by the EMPLOYER, excluding guards, watchmen and supervisors within the meaning of the National Labor Relations Act, as amended, and all other employees, at its facilities located at 5857 Santa Monica Boulevard, Los Angeles, California, 5755 Santa Monica

Boulevard, Los Angeles, California. Should EMPLOYER establish a new operating location in the Los Angeles area, this Agreement shall be applicable to such new location.

## ARTICLE II UNION SECURITY

### Section 2.1 Union Membership.

It shall be a condition of employment that all employees of the EMPLOYER covered by this Agreement shall, on the thirty-first (31<sup>st</sup>) calendar day following the beginning of such employment make payment to the UNION of an amount equal to the periodic dues payment uniformly required of UNION members as a service fee until they complete the probationary period.

~~Upon completion of the probationary period, it shall be a condition of employment that all employees of the EMPLOYER covered by this Agreement become and thereafter remain members in good standing in the UNION.~~

The EMPLOYER will deduct the service fee and union dues payments from employee paychecks and remit such service fees and dues payments to the UNION.

### Section 2.2 Notification by UNION.

The EMPLOYER may employ or continue to employ any such employee who does not comply with Section 2.1 until:

(1) The UNION first gives the EMPLOYER a written notice that such then-employed employee has not paid the periodic service fee or does not become a member of the UNION, as above required, because of such employee's failure to authorize the deduction of the periodic service fee or periodic dues or has not paid the initiation fees uniformly required as a condition of acquiring or retaining such membership, as the case may be; and,

(2) If an employee fails to tender to the UNION such required service fee, periodic dues or initiation fees, as the case may be, within three (3) days after the EMPLOYER receives such notice; in which event the EMPLOYER, upon receipt of such written notice by the UNION requesting the discharge of such employee for non-membership, as herein provided, shall discharge said employee at the close of their shift on which such employee is working at the time the EMPLOYER receives said notice.

### Section 2.3 Indemnification of EMPLOYER.

The UNION agrees that it shall indemnify and save the EMPLOYER harmless from and against all liability or damages awarded or assessed against said EMPLOYER by the National Labor Relations Board, or from and against any liability or damages awarded or assessed against said EMPLOYER by any court upon appeal from any action taken by the National Labor Relations

Board, when such liability or damages are sustained by reason of or arising from, or out of: The discharge by the EMPLOYER of any employee subject to this Agreement for non-membership in the UNION, which discharge is based upon the written notification by the UNION to the EMPLOYER that such employee has not become or is not then a member of the UNION because of such employee's failure to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the UNION, or because of such employee's failure or refusal to complete his membership.

### ARTICLE III HIRING

#### Section 3.1    Hiring.

When the EMPLOYER has an opening for an entry level position covered by this Agreement it will notify the steward(s) of such opening.

#### Section 3.2    Notification of New Employee.

The UNION shall be notified in writing within seven (7) days after the hiring of any new employee.

#### Section 3.3    Bulletin Boards.

The EMPLOYER will provide a Bulletin Board for the use of the UNION at each of its locations.

### ARTICLE IV NO STRIKE – NO LOCKOUT

#### Section 4.1    No Work Stoppage.

The UNION agrees during the term of this agreement, there shall be no strikes, slowdowns, work stoppages, sympathy strikes, walkouts, refusals to cross picket lines (other than sanctioned lawful primary picket lines at separate establishments of other employers) or other concerted economic activity against the EMPLOYER for any cause or reason whatsoever, including the alleged commission of unfair labor practices by the EMPLOYER or the alleged failure by the EMPLOYER to comply with an arbitration award, and there shall be no lockouts by the EMPLOYER.

#### Section 4.2    Waiver of Rights.

The foregoing no strike/no lockout clause is intended by the parties to constitute a clear and unmistakable waiver of the right of the UNION or any employee of the EMPLOYER to engage in any such activity, regardless of the cause or reason hereof.

**Section 4.3   Discipline.**

The EMPLOYER will not discipline any employee covered by this Agreement because of his refusal to cross a sanctioned lawful primary picket line at a separate establishment of another employer.

ARTICLE V  
LAYOFFS

**Section 5.1   Layoffs and Recalls.**

In lay-offs and recalls from lay-offs, the principle of seniority shall be the primary determining factor in the selection of employees for lay-off and recall when in the reasonable opinion of the EMPLOYER, all factors are equal. Seniority, experience, specific job capabilities and the company's need to retain or fill those job functions, as determined necessary by the EMPLOYER, will all be used in evaluating lay-off and recall selection of employees.

**Section 5.2   Separate Warehouse and Office Seniority.**

In administering the provisions of Section 5.1, warehouse seniority and office seniority shall be separate and independent.

**Section 5.3   Retention of Seniority.**

Employees who are laid off shall retain their seniority for two hundred seventy (270) days from the time of the layoff and shall accrue seniority during such layoff.

**Section 5.4   Probationary Status.**

Employees newly hired shall be in probationary status for the first two hundred seventy (270) days of employment and shall be subject to discharge with or without cause and without recourse under this Agreement during their probationary period.

ARTICLE VI  
STEWARDS

**Section 6.1   Designation of Stewards.**

The EMPLOYER recognizes the right of the UNION to designate job stewards and alternates from the EMPLOYER'S seniority lists.

**Section 6.2   Limited Authority of Stewards.**

The authority of the job stewards and alternates so designated by the UNION shall be limited to and shall not exceed, the following duties and activities:

(1) The investigation and presentation of grievances with this EMPLOYER, or designated company representative, in accordance with the provisions of the collective bargaining agreement.

(2) The transmission of such messages and information which shall originate with, and are authorized by the UNION or its officers, provided such messages and information:

(a) Have been reduced to writing; or

(b) If not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the EMPLOYER'S business.

(3) Job stewards and alternates have no authority to take strike action, or any other action interrupting the EMPLOYER'S business, except as authorized by official action, of the UNION.

**Section 6.3   Unauthorized Acts.**

The EMPLOYER recognizes these limitations upon authority of job stewards and their alternates, and shall not hold the UNION liable for any unauthorized acts. The EMPLOYER in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

ARTICLE VII  
WORK RULES, DISCIPLINE AND DISCHARGE

**Section 7.1   Company Work Rules.**

The EMPLOYER shall post at each location copies of Company Work Rules attached hereto as Appendix A and incorporated herein. The EMPLOYER shall also furnish to each current employee and to each newly hired employee a copy of the Company Work Rules.

**Section 7.2   Amendments to Company Work Rules.**

Company Work Rules may be amended, modified or changed during the term of this Agreement by prior written agreement between the EMPLOYER and the UNION. Company Work Rules so amended, modified or changed shall be posted by the EMPLOYER.

**Section 7.3   Just Cause.**

The EMPLOYER shall not discharge or discipline any non-probationary employee without just Cause.

**Section 7.4   Corrective and Progressive Discipline.**

Except for Major General Rule Violations set forth in the Company Work Rules, the EMPLOYER shall follow corrective and progressive discipline procedures in that no non-probationary employee will be suspended until he has received one (1) written warning within the immediate preceding twelve (12) month period; no non-probationary employee will be discharged until he has received two (2) written warnings within the immediate preceding twelve (12) month period.

**Section 7.5   Written Notice.**

Any employee who is discharged or disciplined will be given written notice specifying the reasons for such discharge or discipline at the time the action is taken, and the EMPLOYER shall transmit a copy of such written notice to the UNION within forty-eight (48) hours of such discharge or discipline.

**Section 7.6   Disputes.**

Any dispute concerning the application or interpretation of Company Work Rules or any dispute concerning discharges or disciplinary action shall be subject to the grievance procedures set forth in Article VIII herein.

**ARTICLE VIII  
GRIEVANCE AND ARBITRATION**

**Section 8.1   Grievance.**

A grievance is any dispute, complaint or question involving the interpretation, application or performance of the terms or provisions of this Agreement initiated by either the UNION or the EMPLOYER. The parties shall attempt to resolve all grievances in accordance with the following procedure.

**STEP ONE**

**Step 1.1 – Informal Conference.**

The parties shall attempt to resolve grievances at an informal conference between a representative of the EMPLOYER and a representative of the UNION.

**Step 1.2 – Grievance Reduced to Writing.**

Any grievance that is not resolved at the informal conference shall be reduced to writing by the grieving party and presented to the other party within thirty (30) calendar days of the date of the alleged violation, unless the grieving party could not reasonably have discovered the alleged violation within such a period. Such written grievance, including the provisions alleged to be violated and the remedy requested, shall be sent to the other party. The other party will provide a written reply within five (5) working days of the receipt of the formal grievance.

Step 1.3 – Notification of Intent to Proceed to Arbitration.

If an informal conference has been held in accordance with Step 1.1 and a written grievance and reply has been sent in accordance with Step 1.2, with no resolution, the grieving party shall notify the other party within ten (10) days of receipt of the written reply of its intent to proceed to arbitration as provided in this Agreement.

- STEP TWO -

Step 2.1 – Informal Conference.

If no informal conference has been held as provided in Step 1.1, the parties shall meet within five (5) days from receipt of the written reply to discuss the matter and attempt to resolve the grievance.

Step 2.2 – Notice of Intent to Proceed to Arbitration.

If the matter is not resolved at the meeting as provided in Step 2.1, the grieving party shall notify the other party within ten (10) days from the close of the meeting of its intent to proceed to arbitration as provided in this Agreement.

Step 2.3 – Failure to Reply in Writing.

Should a party fail to reply in writing to a written grievance, or fail to meet in accordance with Step 2.1 above, the grieving party must notify the other party within twenty (20) days from the date of the filing of the grievance of its intent to proceed to arbitration as provided in this Agreement.

STEP THREE – EXPEDITED ARBITRATION

Step 3.1 – Discharge, Discipline, and Wages \$2000 or Less.

The aggrieved party may elect to proceed to expedited arbitration in cases involving discharge for cause of employee, or employee discipline matters, or in cases wherein the claim for the wages does not exceed \$2,000.00, or disputes with regard to only the wages, hours of employment and working conditions provisions of this Agreement subject to this Article VIII, provided the claim for damages does not exceed \$2,000.00. All other cases may only be submitted to expedited arbitration by the mutual agreement of the parties.

### Step 3.2 – Written Request.

If the aggrieved party decides to so proceed to expedited arbitration, he must deliver or mail to the other party a written request within five (5) working days after the close of Step 1.3 or 2.1, as provided above.

### Step 3.3 – Neutral Arbitrator.

Cases which have been submitted to expedited arbitration shall be heard by a neutral arbitrator selected by mutual agreement of the parties. If the parties cannot agree on a neutral arbitrator, the arbitrator shall be selected in accordance with the provisions of Step 4.2, below.

### Step 3.4 Written Decision.

The parties will not file briefs or use a stenographic record but may present a written statement of the facts. The neutral arbitrator shall render a written decision within five (5) working days of the conclusion of the hearing. The decision shall be final and binding upon the parties and any employees concerned. He shall have the power to determine only the specific grievance or dispute, but shall not have the power to amend, modify or effect a change in any provisions of this Agreement nor to determine jurisdictional disputes.

### Step 3.5 – Fees and Expenses.

Each party shall bear its own costs, including that of attorneys' fees, if any. In order to encourage the settlement of grievances in the early steps of the arbitration process, the fees and expenses of the arbitrator shall be paid by the losing party. If there is any question as to who the losing party is, or if a case is referred back to the parties without a decision, or if there are decisions against more than one of the parties to the arbitration, the arbitrator is authorized and requested to determine who shall pay the fees and may, in such case, order a sharing of such fees. In such event, the decision of the arbitrator on this issue shall be final and binding.

## STEP FOUR – REGULAR ARBITRATION

### Step 4.1 – Neutral Arbitrator.

In the event a dispute cannot be settled in Step one or Step two, as provided above, such dispute shall be determined by arbitration in accordance with the laws of the State of California. The UNION and the EMPLOYER, within seven (7) days after notice to arbitrate given by either party hereto to the other, shall appoint an arbitrator.

### Step 4.2 – Selection of an Arbitrator.

If the UNION and the EMPLOYER are unable to agree on the selection of an arbitrator, the selection shall be made from a panel of nine (9) names obtained from the Federal Mediation and Conciliation Service in accordance with the rules of that organization.

**Step 4.3 – Limited Power of the Arbitrator.**

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or make any new agreement for the parties.

**Step 4.4 – Payment of Arbitrator's Fees.**

Payment for the arbitrator's fees and expenses shall be made in accordance with Step 3.5 above.

**Section 8.2 Extension of Time Periods.**

The time periods provided for in this Article VIII may be extended by written mutual consent of the parties.

**Section 8.3 Agreement to Arbitrate.**

The agreement to arbitrate shall not survive the expiration of this Agreement, except by mutual agreement, in writing, between the EMPLOYER and the UNION.

**ARTICLE IX  
VACATIONS**

**Section 9.1 Vacation Accrual.**

Each employee who has completed one (1) full year of employment since his anniversary date shall be entitled to eighty (80) hours vacation (two weeks) with pay at the straight time hourly rate he is earning at the time he takes his vacation. Each employee who has completed seven (7) years of employment since his "anniversary date" shall be entitled to one hundred twenty (120) hours of vacation (three weeks) with pay at the straight time hourly rate he is earning at the time he takes his vacation. Each employee who has completed ten (10) years of employment since his "anniversary date" shall be entitled to one hundred and sixty (160) hours of vacation (four weeks) with pay at the straight time hourly rate he is earning at the time he takes vacation. Vacation shall be taken as early as possible between March 1<sup>st</sup> and June 30<sup>th</sup> of any year.

**Section 9.2 Two Weeks of Vacation or More.**

Employees with more than two (2) weeks of vacation coming shall have two (2) weeks vacation consecutively. The third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) weeks, where applicable, will be scheduled at the discretion of the EMPLOYER.

**Section 9.3 Vacations During Contractual Holidays.**

When an employee's vacation period includes a contractual holiday, an additional day shall be added to the employee's vacation period.

**Section 9.4 Dates for Vacations.**

Dates for vacations shall be determined by seniority with the senior employee having preference. Vacations must be scheduled a minimum of forty-eight (48) hours in advance. Vacation pay will not be paid for absences with less than forty-eight (48) hours' notice.

**Section 9.5 Payment of Vacation Pay Upon Termination.**

In case of termination of an employee by the EMPLOYER for any reason, the employee shall be entitled to pay for vacation earned pro-rated on the basis of time worked since his most recent anniversary date.

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**ARTICLE X  
OFF- LEAVE OF ABSENCE**

**Section 10.1 Non-Medical Leave of Absence.**

Any employee wishing to take a non-medical leave of absence must request such leave in writing and obtain written approval from the EMPLOYER. The maximum non-medical leave of absence shall be for ninety (90) days.

An employee who is granted a non-medical leave of absence shall be permitted to continue to participate in the Motion Picture Industry Health Plan for the duration of the leave up to ninety (90) days, provided that during the period of the employee's leave of absence, the employee shall make any contributions that the EMPLOYER is obligated to make to continue coverage for the employee. If the non-medical leave is extended beyond ninety (90) days for any reason, the EMPLOYER will not be obligated to make any contributions and the employee will only be entitled to continued coverage if he or she is otherwise eligible for continued coverage under the terms of the Motion Picture Industry Health Plan or if he or she is eligible to elect health insurance COBRA continuation coverage.

Neither sick days nor vacation days shall accrue to an employee while away from work on a non-medical leave of absence.

**Section 10.2 Medical and Medical-Related Leave of Absence.**

The EMPLOYER will comply with all federal, state and local laws governing family leave requirements.

**Section 10.3 Leave for Non-Covered Position.**

The UNION and the EMPLOYER shall agree on circumstances under which persons

who leave the classification of the work covered by this Agreement, but remain in the employ of the EMPLOYER in some other capacity, may retain seniority rights upon their return to their original unit. In the absence of such express agreement, such employee shall lose all seniority rights upon leaving.

**Section 10.4 Bereavement Leave.**

In the event of a death in an employee's immediate family, the employee shall be allowed as bereavement leave up to three (3) consecutive work days off with pay (at the employee's regular straight-time rate) immediately following the date of death. If the funeral is held outside of Southern California and the employee attends the funeral, the employee shall be allowed as bereavement leave up to five (5) consecutive work days off with pay (at the employee's regular straight-time rate) immediately following the date of death. For purposes of this Section, "immediate family" includes the employee's current spouse, children (natural or legally adopted), parents (the natural parents unless the employee has been legally adopted), and brothers or sisters (natural or legally adopted).

**Section 10.5 Unpaid Time Off Policy.**

An employee who has used their annual unpaid sick leave allowance and needs to take additional time off due to illness, an emergency, or another issue has the option of using accrued vacation time or the annual forty (40) hours of unpaid allowable absence time allowed during each calendar year. If none of the foregoing time options are available, then the employee must utilize the provisions of the Family Medical Leave Act (FMLA).

ARTICLE XI  
HOLIDAYS

**Section 11.1 Recognized Holidays.**

The following shall be considered holidays:

New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Christmas Eve	
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	Three additional days between Christmas and New Year's Eve

**Section 11.2 Holiday Pay.**

Employees shall be paid eight (8) hours pay at their straight time hourly rate for all holidays not worked during their regular work week. If any of the above holiday falls on an employee's day

off, such employee shall be given a compensating day off as the holiday or eight (8) hours straight time pay at the option of the EMPLOYER. Time off for holidays falling on the employee's day off, or pay in lieu thereof, shall be granted within seven (7) days after the date of the holiday.

**Section 11.3 Eligibility.**

An employee, to be eligible to receive pay for a holiday, must have worked on at least one day during the calendar week in which the holiday fell, unless such employee was on vacation.

**Section 11.4 Holiday Worked.**

Employees required to work on one of the above holidays, shall receive, in addition to their holiday allowance, their regular rate of pay for all hours worked for the first eight (8) hours and shall receive double time for all hours thereafter until completion of shift. Employees required to work on holidays falling on Saturday or Sunday shall receive, in addition to holiday allowance, one and one-half (1-1/2) times their regular rate of pay for all hours worked.

ARTICLE XII  
HOURS AND OVERTIME

**Section 12.1 Work Day, Work Week.**

Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work, which shall be confined to five (5) consecutive days.

**Section 12.2 Overtime, Weekend Work.**

Overtime shall be paid at the rate one and one-half times the regular rate after eight (8) hours in any one day, or forty (40) hours in any one week. All work performed on any Saturday, not a holiday shall be paid for at time and one-half (1-1/2) the employee's regular wage rate. All work performed on any Sunday, not a holiday shall be paid for at double time the employee's regular hourly rate wage rate.

**Section 12.3 Reporting, Dismissal.**

Should an employee report for work after the designated starting time, or leave before the regular closing time, at the employee's request, he shall be paid for the actual hours worked.

**Section 12.4 Work Week Guarantee.**

All employees shall be guaranteed forty (40) hours of work each week and shall receive forty (40) hours of pay if any work is performed during the work week. Such work week shall begin at 12:01 a.m. on Monday and terminate at 12:00 a.m. midnight on the following Sunday. However, in order to qualify for forty (40) hours of pay under this provision of this Agreement, an employee must be willing and able to perform work as assigned.

**Section 12.5 Regular Work Shift.**

Employees shall be assigned to a regular work shift. The following will be regular work shifts: 6:00 a.m. to 3:00 p.m., 7:30 a.m. to 4:30 p.m., and 9:30 a.m. to 6:30 p.m.

**ARTICLE XIII  
NON-DISCRIMINATION**

The parties agree to continue to comply with all applicable federal and state laws relating to non-discriminatory employment practices.

**ARTICLE XIV  
SUCCESSOR COMPANIES**

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**Section 14.1 Common Ownership.**

This Agreement shall be binding upon an employer under common ownership and management with the EMPLOYER who takes over the business of the EMPLOYER as conducted on August 1, 2001 at the facilities as described in ARTICLE I.

**Section 14.2 Sale of Business or Assets.**

If the EMPLOYER sells the business referred to in Section 14.1 or substantially all of its assets used therein to any person other than an employer referred to in Section 14.1, it shall notify the UNION of such sales and negotiate with the UNION concerning only the effects upon the employees of such sale.

**Section 14.3**

If the EMPLOYER sells its business to a buyer that is deemed a successor employer, that successor employer shall have the right to become a party to the Agreement for the balance of its term.

**ARTICLE XV  
SENIORITY**

An employee's seniority shall start on the date of this Agreement or the date of hire subsequent to the date of this Agreement for purposes of Article V (Layoffs) and Article IX

(Vacations); all existing EMPLOYEES shall not be considered "New Hires for purposes of Article XIX (Wages). In the case where seniority is lost by a break in employment, the employee's most recent date of hire subsequent to their loss of seniority shall be their seniority date.

## ARTICLE XVI SICK LEAVE

### Section 16.1 Eligibility.

An employee shall be entitled to six (6) days (or forty-eight (48) hours) of paid sick leave after ninety (90) days of employment, and shall be entitled to six (6) days (or forty-eight (48) hours) of paid sick leave each year thereafter, in accordance with California and Los Angeles City laws requiring paid sick leave.

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### Section 16.2 Personal Observance Day.

One (1) sick day per year may be used as a personal observance day. A personal observance day may be used for ethnic and/or religious observance but, if not used, may be taken for any personal reason. A personal observance day must be scheduled and taken by mutual agreement between the individual employee and the EMPLOYER.

### Section 16.3 Accrual.

Unused sick leave may carry over to the following year, but accrual shall be capped at seventy-two (72) hours. Unused sick time shall not be paid out.

## ARTICLE XVII JURY DUTY

An Employee who is called to serve jury duty shall be paid for a 3<sup>rd</sup>, 4<sup>th</sup>, and/or 5<sup>th</sup> day of jury service that prevents him or her from working upon confirmation of such service.

## ARTICLE XVIII MEAL PERIODS

Only one meal period may be deducted from work time during a shift and it shall be not less than one half hour or more than one hour. The first meal shall be allowed at a reasonable and proper time.

## ARTICLE XIX WAGES

**Section 19.1 New Hires.**

The applicable minimum wage for all new employees hired into entry level positions shall, for the term of the Agreement, be as follows:

New Hires	6/1/2019	6/1/2020	6/1/2021	6/1/2022	6/1/2023
First 180 days (1)	\$16.90	\$16.90	\$16.90	\$17.41	\$17.94
Next 90 days	\$20.27	\$20.27	\$20.27	\$20.88	\$21.51

Employees who successfully complete their probationary period shall then be paid at the appropriate rate for their job classification if they are in the warehouse or paid at the Level One pay rate if they are an office classification.

**Section 19.2 Warehouse Rates.**

The hourly wage scales for employees in warehouse classifications shall be as follows:

Classifications	6/1/2019	6/1/2020	6/1/2021	6/1/2022	6/1/2023
Working Foreman	\$32.22	\$32.22	\$32.22	\$33.19	\$34.19
Customer Service	\$31.01	\$31.01	\$31.01	\$31.94	\$32.90
Driver	\$31.91	\$31.91	\$31.91	\$32.87	\$33.86
Asst. Working Foreman*	\$28.07	\$28.07	\$28.07	\$28.92	\$29.79
Forklift Operator	\$28.07	\$28.07	\$28.07	\$28.92	\$29.79
Warehouse/Janitor Furniture (2)	\$24.17	\$24.17	\$24.17	\$24.90	\$25.65
Caretaker/Janitorial Assistant (1)	\$20.27	\$20.27	\$20.27	\$20.88	\$21.51

\* An employee classified as an Assistant Foreman may report directly to a manager during the temporary absence of his or her foreman. In the Maintenance Department, the Assistant Foreman may report directly to a manager at any time. (1) For the first 270 days for a new hire Furniture Caretaker/Janitorial Assistant  
(2) After 270 days

**Section 19.3 Office Rates.**

Classifications	6/1/2019	6/1/2020	6/1/2021	6/1/2022	6/1/2023
<b>LEVEL ONE</b>					
MIS Assistant Order Entry Receptionist A/R Credit/Collections/Filing Loss and Damages	\$25.63	\$25.63	\$25.63	\$26.40	\$27.20
<b>LEVEL TWO</b>					

(After 12 months at Level One) MIS Assistant Order Entry Receptionist A/R Credit/Collections/Filing Loss and Damages	\$27.95	\$27.95	\$27.95	\$28.79	\$29.66
<b>LEVEL THREE</b> Office Coordinator	\$31.00	\$31.00	\$31.00	\$31.93	\$32.89
<b>LEVEL FOUR</b> (Working Supervisors) Supervisor – Credit & Collections Coordinator Supervisor – Office Coordinator/Billing Supervisor – Order Coordinator	\$32.22	\$32.22	\$32.22	\$33.19	\$34.19

Job classifications are for the purposes of establishing wage rates, not a staffing obligation. Employees assigned to work in a position that has a higher rate of pay shall receive that higher rate of pay for the first two (2) hours of work in that position and for the entire day unless their work time in that position is less than two (2) hours

## ARTICLE XX PENSION AND HEALTH PLANS

### Section 20.1 Contributions.

The EMPLOYER shall make contributions and payments to the Motion Picture Industry Pension Plan, Health Plan and the Individual Account Plan in the amounts due and in the manner set forth in the following Articles of the Local 399 Basic Agreement of 2010 and its successor agreement, except as otherwise hereinafter provided; specifically Articles 11 (Health), 12 (Pension), 12A (Individual Account Plan excluding the percentage contribution); 13 (Retired Employees Health), 15 (Post '60), 21 (Supplemental Markets); and 13B (Loan-Outs).

### Section 20.2 Benefits.

The contributions made pursuant to Section 19.1 shall be for the health, dental, vision care and pension and other benefits provided by the Plans to participants who meet the qualifications established by the Plans for such benefits.

### Section 20.3 Contribution Rate Conformity.

In order to continue participation in the Motion Picture Industry Pension and Health Plans, to the extent that the established industry wide hourly contribution rates are increased for Employers based in Los Angeles County, they shall be increased by a commensurate amount under this Agreement.

## ARTICLE XXI 401(K) PLAN

Employees covered by this Agreement will be allowed to participate in the EMPLOYER'S 401(K) Plan. The EMPLOYER will not make contributions on behalf of such employees who participate in the EMPLOYER'S 401(K) Plan. The EMPLOYER'S 401(K) Plan is a separate benefit plan not related to the Plans described in Article XX.

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## ARTICLE XXII BETTER WAGES AND CONDITIONS

EMPLOYER may, with notice to the UNION, provide better wages and conditions than those included in this Agreement.

## ARTICLE XXIII SEPARABILITY AND SAVINGS

### **Section 23.1 Invalid by Operation of Law.**

If any ARTICLE or Section of this Agreement, or any of the agreements supplemental hereto, or riders to such supplemental agreements, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any ARTICLE or Section of the agreements referred to above should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or any of the agreements supplemental hereto, or riders to such supplemental agreements, shall not be affected thereby.

### **Section 23.2 Restrained Enforcement.**

In the event that any ARTICLE or Section referred to in the foregoing Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the UNION, for the purpose of arriving at a mutually satisfactory replacement for such ARTICLE or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement for such ARTICLE or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period of invalidity or restraint, either party shall be permitted all legal

or economic recourse in support of its demands notwithstanding any provision of this Agreement to the contrary.

#### ARTICLE XXIV SAFETY

The Employer will provide an annual allowance of seventy-five dollars (\$75.00) to warehouse employees, drivers and forklift operators for the purchase of safety equipment appropriate to their work duties.

A safety committee shall be established whose members shall include one bargaining unit employee from each of the EMPLOYER'S locations and an EMPLOYER representative. The committee shall meet periodically to review safety matters and to encourage safe working practices. Any serious accident or safety concern shall be promptly addressed without waiting for ~~a regularly scheduled meeting.~~

#### ARTICLE XXV TERM OF AGREEMENT

The initial term of this Agreement shall be for a period commencing June 1, 2019 and extending to and including May 31, 2024, except as hereafter provided. If on or before December 31, 2019, the Company enters into a lease of a new operating facility to replace the location referenced in Article 1, the Term of this Agreement shall be extended for a term coterminous with the duration of the lease to the extent it extends beyond May 31, 2024 which shall be referred to as the "extended" term of this Agreement. . During the extended term of this Agreement, on each successive June 1<sup>st</sup> anniversary date there shall be a general wage increase of three percent (3%) applicable to all job classifications covered by the Agreement. In order to assure success at the new operating facility, the Employer may place employees into new or different job classifications.

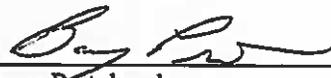
Either party may by written notice to the other, served on or before the date which is the last date of the term of this Agreement, terminate or request renegotiation of this Agreement. Such notice shall set forth in detail the proposals and recommendations of the party serving said notice of termination or request for renegotiations. No later than sixty (60) days prior to the last date of the term of this Agreement, the parties shall meet concerning the proposals or recommendation set forth in such notice and shall continue negotiations diligently and in good faith on such proposals and on counter proposals relating to the above said subject matter which are submitted in such negotiations to the point of settlement or impasse.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 1 day of June, 2019.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, STUDIO TRANSPORTATION  
DRIVERS, LOCAL UNION NO. 399

OMEGA/CINEMA PROPS, INC.

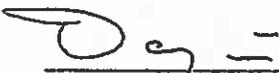
By: \_\_\_\_\_  
Steve Dayan  
Secretary-Treasurer

By:   
Barry Pritchard  
Vice Pres./General Manager

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INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS. STUDIO TRANSPORTATION  
DRIVERS. LOCAL UNION NO. 399

OMEGA/CINEMA PROPS. INC.

By:   
\_\_\_\_\_  
Steve Dayan  
Secretary-Treasurer

By:   
\_\_\_\_\_  
Barry Pritchard  
Vice Pres./General Manager