

## APPENDIX "B" – TEAMSTERS UNION LOCAL NO. 155

### ARTICLE B1 SCOPE OF AGREEMENT AND RECOGNITION

- B1.01** The Employer recognizes Teamsters Union Local No. 155 as the sole and exclusive Bargaining Agent for all Employees hired within the Territorial Jurisdiction of British Columbia and the Yukon Territory in the job classifications and wage rates listed below and employed by the Employer in the Province of British Columbia and whose services are rendered in connection with the production of motion pictures under the supervision of the Employer's executives managing its productions in British Columbia and who are on the payroll of the Employer all of whom will herein be collectively referred to as "Teamsters." This Agreement shall not be applicable to Independent Contractors of Dogs or Dog Acts, Dog Owners, or Dog Trainers and/or Dog Handlers or to Independent Contractors of Wild Animals or Wild Animal Acts, Wild Animal Owners or Wild Animal Trainers and/or Wild Animal Handlers employed as part of an "act" or "package deal," but such Dog or Wild Animal Trainers or Handlers shall not be paid less than the minimum wage scale rates provided herein for Dog or Wild Animal Trainers or Handlers, respectively, as the case may be. For purposes of this Agreement, the terms Dog Handler or Dog Trainer or Wild Animal Handler or Wild Animal Trainer, as used herein, shall be deemed to refer only to Dog or Wild Animal Handlers and/or Trainers who are subject to this Agreement.
- B1.02** The Employer agrees that all vehicles, including animal drawn vehicles, and all transportation equipment, used in pre-production, production and post-production for any purpose whatsoever must be driven or operated by a Teamster who is subject to this Agreement, save and except: Producers and Associate Producers, Production Managers, Location Managers and Assistants, Art Directors and Assistants, Property Masters and Assistants and Buyers, Craft Service/First Aid, Head Painter and Assistants, Construction Coordinator and Assistants, Special Effects Coordinator, Assistants and Buyers, Greens and Assistants, Set Decorators and Assistants and Buyers, Costume Designers and Assistant and Buyers, Accountants and Assistants, Estimators, Editors and Assistant Editors, Production Assistants, Assistant Directors, and Sound Mixer driving his/her own vehicle that is equipped with sound equipment. However, these categories shall not infringe or do work that is historically performed within the Local No. 155's jurisdiction and within the scope of the Transportation Department. Any violations shall be subject to the Grievance Procedure in Article Eleven of the Master Agreement.
- B1.03** When production of a motion picture commences in British Columbia and subsequently continues production outside of the Province, and Teamsters are employed and taken outside of the Province for said production, all terms of this Agreement shall apply to those Teamsters to the extent permitted by law.
- B1.04 Transportation Coordinator:** The Employer shall employ a Transportation Coordinator to make arrangements with respect to the purchasing, leasing or renting of vehicles which may be required by the Employer. All such arrangements shall be subject to the Employer's approval. The Transportation Coordinator shall be responsible for the supervision of Teamsters employed by the Employer or its agent. (Discipline or

dismissal is solely vested with the Employer.)

**B1.05 Driver Captain:** The Employer shall employ a Driver Captain, who is subject to this Agreement, to make all arrangements and perform all duties assigned by the Transportation Coordinator. The Driver Captain shall be responsible for the direction of Teamster Employees of the Employer as guided by the Transportation Coordinator.

**B1.06 Specialized Equipment:** When the Employer requires specialized equipment that is not available in the jurisdiction and such equipment must be brought in from another jurisdiction and a condition of rental is that the lessor must supply the driver, the Union agrees that such driver may be used provided he/she is a member in good standing of a Teamsters' Local Union. In that event, he/she may be employed subject to the wages and conditions of his/her own Local Union.

Notwithstanding the above, in the unlikely event that the Employer may require specialized equipment from outside the jurisdiction and a condition of rental is the lessor supply the driver and that driver is not member of a Teamsters Local Union, that driver shall be employed at rates, terms and conditions no less than those contained herein.

**B1.07 Security:** When the Employer requires Security personnel (other than licensed and bonded Guards) with respect to vehicles, mobile equipment, animals and supplies associated with the same, such work shall be performed by the Employees of the Employer who are bondable members of the Union. Alternatively, the Employer shall obtain the services of a Security Firm having a collective agreement with Union Local No. 155 or equivalent.

**B1.08** The Negotiating Producers will continue their present practice of the employment of security personnel until such time as Teamsters Local No. 155 has a pool of licensed and bonded security personnel and is in a position to meet the Producers' security needs. Teamsters Local No. 155 will notify the Negotiating Producers that such pool is available. Thereafter, where the Producer has a need for licensed and bonded security guards, Local No. 155 shall be given the opportunity to provide security personnel acceptable to the Producer for the protection of property or the location. The Consultation Committee shall be responsible for developing a procedure for providing such opportunity to supply security personnel.

**B1.09** When the Employer requires the services of a Food Catering Firm with mobile equipment, such work shall be performed by Employees of the Employer who are members of the Union. Alternatively, the Employer shall obtain the services of a Food Catering Firm having a collective agreement with Union Local No. 155 or equivalent.

**B1.10** No Employee, except the Transportation Coordinator, shall be required or permitted to make written or verbal agreements with the Employer or its representative which conflicts with this Collective Agreement. Such an Agreement shall not be effective without prior approval of the Union.

### **B1.11 Dispatch and Layoff:**

- (a) Notwithstanding any other provision of this Master Agreement, no person shall be considered to be an Employee with the rights under this Agreement by the sole reason of being eligible to be dispatched from the Union to the Employer. A person will be considered employed by the Employer when he or she is actually dispatched by the Union and the Employer accepts the dispatch assignment. The Employer shall not refuse to accept a dispatched member or delay acceptance of such dispatched member except for just and reasonable cause. Just and reasonable cause for purpose of this provision shall include, but is not limited to:
  - (i) Previous discharge from the employ of the Employer;
  - (ii) Previous discharge or suspension greater than two (2) weeks by another movie industry Employer that has occurred within the previous four (4) months.
  - (iii) Being subject to discipline for reasons of safety, insubordination or job performance deficiency by the Employer or another movie industry employer at the time the dispatch request is made notwithstanding that an arbitrator may later set aside or modify such discipline.
- (b) For the purposes of dispatch and layoff, Employees shall be a member of one of two groups: Group 1 and Group 2. Members shall belong to Group 2 for ten (10) years prior to becoming eligible for inclusion in Group 1.
- (c) Employees shall be dispatched by the Union on the following basis:
  - (i) The Employer shall select the Transportation Coordinator and Captain(s) from among the Union's membership regardless of seniority or length of membership ("name request").

The Transportation Coordinator chosen by the Employer may be a member already working in any classification of a production of the Employer.

- (ii) 1. The Union shall dispatch or the Employer may directly employ persons for employment in the following order:
  - First: Persons in Group 1 who have been selected by an Employer and who accept dispatch.
  - Second: Persons in Group 1 who are available and qualified for dispatch according to Teamsters 155's dispatch procedure.
  - Third: Persons who are in Group 2 who have been selected by an Employer and who accept the dispatch.

Fourth: Persons who are in Group 2 and who are available and qualified for dispatch according to the Union's dispatch procedure.

2. When the Union is unable to supply available and qualified persons in accordance with the preceding section, the Employer may employ any person under the terms of the Master Agreement.
3. The Employer shall not unreasonably refuse to accept persons dispatched by the Union.
4. Members in Group 1 may displace (ie., bump) employees who were selected or dispatched from Group 2 only in accordance with the following conditions:
  - (a) The Member shall notify the Union of the proposed bump.
  - (b) The Union shall determine the last employee selected or dispatched from Group 2 and notify the Employer of the proposed bump.
  - (c) Following the notification described in (b) the Union may dispatch the member to commence work following the completion of the bumped employee's last scheduled shift.
  - (d) Articles 10.03 and 10.04 of the Master Agreement do not apply to a bumped employee.
  - (e) No member may bump into a position chosen by that member but must accept the position identified by the Union.

The bumping outlined above shall not occur where it would disrupt consistency or continuity of the crew or the production.

- (iii) Employers may name request any member in Group 1, until only 4% of the Group 1 members remain.
- (iv) Employers may then name request any member in Group 2, until only 4% of the Group 2 members remain. In that case, Employers may choose any individual, provided that those individuals who were not already members of the Union must become members of the Union after thirty (30) days of working in the industry.
- (v) A job classification must accompany any order for driver.

- (d) Special Equipment Drivers hired on a daily basis by an Employer may be chosen by name request.
- (e) Caterers, Animal Wranglers and Trainers, and Marine Coordinators may be chosen by name request by the Employer.
- (f) Layoff of Employees shall be at the discretion of the Employer, but the Employer must lay off Employees from Group 2 before laying off Employees from Group 1. If non-Union members have been hired (ie., once only 4% of Group 2 members remain), the Employer must lay off the non-Union members prior to laying off Employees in Group 2.

### **ARTICLE B2 SHOP STEWARD**

**B2.01** The Union shall elect or appoint a Shop Steward to ensure that the provisions of this Agreement are adhered to. The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Employer shall recognize the Shop Steward as the representative of the Employees, and hereby recognizes that the power to elect a Shop Steward on a production or the elimination of the Shop Steward position is solely vested with the Union. The Union shall notify the Employer by telephone and in writing of the name of the Shop Steward and all respect due the position shall be accorded to the Steward. The Union, Shop Steward(s) or other appointed or authorized Union representative shall resolve all differences and disputes arising under this Agreement only with an authorized and designated representative of the Employer.

### **ARTICLE B3 TURNAROUND**

**B3.01 Turnaround:**

- (a) Daily Turnaround:
  - (i) There shall be an eight (8) 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) After sixteen (16) hours of work, which does not include the first meal period, when the daily turnaround is encroached by two (2) or more hours for two (2) consecutive days, the Employee(s) will receive an additional hour of daily turnaround for the next call. This shall not apply to weekend turnaround.

- (iii) 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-two (32) hour rest period, which includes the eight (8) 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-two (32) 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-two (32) 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-two (32) hour rest period and calculated pursuant to subparagraph (e) below.  
  
Should there be no encroachment of this continuous thirty-two (32) 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 forty-eight (48) hour rest period, which includes the eight (8) 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 forty-eight (48) 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-two (32) hour rest period, fifty-six (56) hour rest period or seventy-two (72) 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.

#### **ARTICLE B4 EXCEPTIONS TO MINIMUM CALLS**

**B4.01** An Employee may be called to work for not less than four (4) hours pay at the Employee's contracted hourly rate, or in the case of flat-rate Employees, for not less than one-half (1/2) the flat-rate Employee's prorated salary for one-half day, for cast and office drivers, airport pick-ups / drop-offs on the drivers sixth and seventh days only.

#### **ARTICLE B5 MISCELLANEOUS**

**B5.01 Performing Duties in a Higher Classification:**

- (a) Any Employee may be required to perform work in any job classification listed in the wage scale.
- (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, the higher rate shall prevail for the entire workday. The Employee reverts to his/her regular classification on the following day unless notified to the contrary.
- (c) Work time in either a higher or a lower classification shall be credited to fulfill the minimum call of the current classification.

**B5.02** Employee vehicles can be used on Employer business only if authorized by the Employer. An Employee shall arrange for adequate insurance coverage before using his motor vehicle on Employer business. It shall not be a violation of this Master Agreement for an Employee to refuse to use his/her motor vehicle on Employer Business. When an Employee uses his/her vehicle in authorized Employer business, an allowance of thirty-five cents (\$0.35) per kilometre shall be paid.

**B5.03 Second Meal Penalty Buyout:** Except as provided in Article 6.07 of the Master Agreement, each Employee whose work schedule extends through the second meal (not counting breakfast) shall receive a meal provided by the Employer or, in lieu thereof, shall be paid twenty-five dollars (\$25.00) on the next regular paycheque. Meal penalties

are not applicable.

**B5.04 Meal Periods for Caterers:** Caterers shall be responsible for scheduling his/her own meal periods at five (5) hour intervals and shall not incur meal penalties. At the discretion of the Employer, any such Employee may be provided with a Meal Allowance to cover the costs of a meal appropriate for the time of day.

## **ARTICLE B6 USE OF ANIMALS**

**B6.01** The Employer shall protect animals and prevent their abuse during production, assuring responsible, decent, and humane treatment of animals.

- (a) If the Employer requires any Employee to work with or near animals which are being used in the motion picture, then the animals shall be reasonably secured or cordoned off when they are not being used or when the animals are being used they shall be under the direct and constant supervision of a qualified trainer/wrangler.
- (b) The Employer shall not require any Employee to do anything, or omit to do anything, which constitutes cruelty to animals.
- (c) The Employer will not intentionally torment or kill an animal in the production of a motion picture except that the photography of animals under the provisions of a legal hunting season will be excluded.

**TEAMSTERS UNION LOCAL NO. 155 RATES**

|  | <b>June 7, 2009 –<br/>April 3 2010</b> |                 | <b>April 4, 2010 –<br/>April 2, 2011</b> |                 | <b>April 3, 2011 –<br/>March 31, 2012</b> |                 |
|--|--|-----------------|--|-----------------|---|-----------------|
|  | Television<br>Rate                     | Feature<br>Rate | Television<br>Rate                       | Feature<br>Rate | Television<br>Rate                        | Feature<br>Rate |
| Transportation Coordinator                       | 30.31                                  | 31.18           | 30.92                                    | 31.80           | 31.54                                     | 32.44           |
| Driver Captain                                   | 28.32                                  | 29.14           | 28.89                                    | 29.72           | 29.47                                     | 30.31           |
| B-Train Equipment Driver                         | 28.02                                  | 28.83           | 28.58                                    | 29.41           | 29.15                                     | 30.00           |
| Co-Captain                                       | 27.70                                  | 28.46           | 28.25                                    | 29.03           | 28.82                                     | 29.61           |
| Tractor Trailer (Prod. Van)                      | 27.70                                  | 28.46           | 28.25                                    | 29.03           | 28.82                                     | 29.61           |
| Special Equipment Driver*                        | 27.70                                  | 28.46           | 28.25                                    | 29.03           | 28.82                                     | 29.61           |
| Camera Car Driver**                              | 27.70                                  | 28.46           | 28.25                                    | 29.03           | 28.82                                     | 29.61           |
| Catering Vehicle Operator –<br>Cook              | 27.70                                  | 28.46           | 28.25                                    | 29.03           | 28.82                                     | 29.61           |
| Asst. Catering Vehicle<br>Operator - Cook        | 26.11                                  | 26.82           | 26.63                                    | 27.36           | 27.16                                     | 27.91           |
| Bus Driver (Class #1 and #2)                     | 27.12                                  | 27.91           | 27.66                                    | 28.47           | 28.21                                     | 29.04           |
| Set Decorator Driver                             | 27.12                                  | 27.91           | 27.66                                    | 28.47           | 28.21                                     | 29.04           |
| Construction Driver                              | 27.12                                  | 27.91           | 27.66                                    | 28.47           | 28.21                                     | 29.04           |
| Mini Bus Driver (Class #4)                       | 26.76                                  | 27.53           | 27.30                                    | 28.08           | 27.85                                     | 28.64           |
| Truck Driver - Over 1 Ton                        | 26.76                                  | 27.53           | 27.30                                    | 28.08           | 27.85                                     | 28.64           |
| Fork Lift Driver                                 | 26.76                                  | 27.53           | 27.30                                    | 28.08           | 27.85                                     | 28.64           |
| Car Chauffeur and / or<br>Econoline Truck Driver | 26.56                                  | 27.34           | 27.09                                    | 27.89           | 27.63                                     | 28.45           |
| Stunt and / or Blind<br>Driver***                | Negotiable                             |                 | Negotiable                               |                 | Negotiable                                |                 |
| Auto Service (other than<br>Auto. Mech.)         | 26.05                                  | 26.81           | 26.57                                    | 27.35           | 27.10                                     | 27.90           |
| Automotive Mechanic                              | 27.70                                  | 28.46           | 28.25                                    | 29.03           | 28.82                                     | 29.61           |
| Automotive Wrangler                              | 28.19                                  | 29.02           | 28.75                                    | 29.60           | 29.33                                     | 30.19           |
| Dispatcher                                       | 26.83                                  | 27.61           | 27.37                                    | 28.16           | 27.92                                     | 28.72           |
| Head Wrangler                                    | 27.34                                  | 28.14           | 27.89                                    | 28.70           | 28.45                                     | 29.27           |
| Wrangler   | 26.56                                  | 27.34           | 27.09                                    | 27.89           | 27.63                                     | 28.45           |
| Wrangler (Pick Up)                               | 34.95                                  | 35.98           | 35.65                                    | 36.70           | 36.36                                     | 37.43           |
| Wrangler (Braider)                               | 29.42                                  | 30.24           | 30.01                                    | 30.84           | 30.61                                     | 31.46           |
| Trainers (Domestic<br>Livestock)                 | Negotiable                             |                 | Negotiable                               |                 | Negotiable                                |                 |
| Trainers (Stable)                                | 32.75                                  | 33.72           | 33.41                                    | 34.39           | 34.08                                     | 35.08           |
| Wild Animal Trainers                             | 32.75                                  | 33.72           | 33.41                                    | 34.39           | 34.08                                     | 35.08           |
| Wild Animal Handlers                             | 29.58                                  | 30.45           | 30.17                                    | 31.06           | 30.77                                     | 31.68           |
| Dog Trainer****                                  | 29.58                                  | 30.45           | 30.17                                    | 31.06           | 30.77                                     | 31.68           |
| Dog Handler****                                  | 26.56                                  | 27.34           | 27.09                                    | 27.89           | 27.63                                     | 28.45           |
| Swamper  | 22.67                                  | 23.31           | 23.12                                    | 23.78           | 23.58                                     | 24.26           |
| Marine Co-ordinator* * * * *                     | 27.70                                  | 28.46           | 28.25                                    | 29.03           | 28.82                                     | 29.61           |
| Boat Operator* * * * *                           | 27.12                                  | 27.91           | 27.66                                    | 28.47           | 28.21                                     | 29.04           |
| Security Personnel                               | 20.73                                  | 21.65           | 21.14                                    | 22.08           | 21.56                                     | 22.52           |

\*Special Equipment Drivers shall include drivers of:

- (a) Boom trucks and hi-lifts when boom or lift operates from same motor that operates vehicles.
- (b) Heavy duty tractors with accessory equipment such as shovels, excavators, etc.
- (c) Sweepers, water wagons, etc., truckaways, 4-up team (one man).
- (d) The operation of motor driven winch except when used for purpose of loading or unloading the vehicle from which it operates.
- (e) Steam shovels, heavy industrial cranes, i.e., Lorain, Bay Cities, Bulldozer crawler tractors D6 or larger, LeTourneau or similar equipment over 5 yards, self-propelled motor patrol blade 10' or larger, roustabout, 6-up team (one man) \$1.40 per hour additional.
- (f) Hair-make up/wardrobe combination units, Honeywagons combination units, Starwagons combination units 65' or over.
- (g) Camera Truck Crane, "Blue Goose." When a fork lift is used for the same purpose as a "Blue Goose," the Blue Goose rate shall apply.
- (h) Pettebone-Mulliken, Coles, Hendys or similar type small cranes, bulldozer crawler tractors smaller than D6, LeTourneau or similar equipment 5 yards and under, self-propelled motor patrol blade under 10', \$0.70 per hour additional.
- (i) Drivers shall be paid the Special Equipment rate when hauling four (4) pounds or more of Class A or B explosives other than such materials as have been classified as either special or common fireworks by Transport Canada or the Remedial Services Specialist. (Dangerous Goods Certificate required.)

The Special Equipment rate shall be paid when either special or common fireworks in quantities of more than 500 pounds are to be hauled or when a licensed powder man is required to handle the material.

A powder man is required under the classification of the risk.

\*\*Shall include drivers of any motor vehicles used in running shots in tandem to the camera car. Rate does not apply when camera car is merely moved around the studio, such as when it is taken to a location or moving it to the gasoline pump. On distant location the camera car rate shall be applicable on any day it is operated by its driver but not on days when such driver only operates equipment not classified as special equipment.

\*\*\*In the event a stunt or "blind" driver has not completed his/her individual negotiations at the completion of the day's work and further negotiations are necessary, he/she may be represented by an authorized representative of the Union to complete such negotiations.

\*\*\*\*Company may require party furnishing smaller wild animals or dogs to deliver to the studio.

Compensation time of Wild Animal Trainer or Wild Animal Handler or of Dog Trainer or Dog Handler to begin and end at the studio, however, if such Trainer or Handler is not the owner of the smaller wild animals or the dogs, compensation time shall be paid from and to the compound or kennel. If such Trainer or Handler is not the owner of the smaller wild animals or the dogs but supplies the car used for transporting them, he shall be paid an allowance of \$0.35 per km for such transportation.

\*\*\*\*\*Marine Coordinators and Boat Operators will be covered under the jurisdiction and terms and conditions of this Agreement. Selection of Marine Coordinators and Operators from the Union will be at the discretion of the Company. Movement of boats from one port to another port will not be covered by the terms of this Agreement.