

**TRADE SHOW  
AND  
CONVENTION INSTALLER  
AGREEMENT**

**APRIL 1, 2015 - MARCH 31, 2018**



**SIGN, DISPLAY AND ALLIED CRAFTS**

**LOCAL UNION NO. 510**

**GREATER SAN FRANCISCO BAY AREA**

TABLE OF CONTENTS

	ARTICLE	PAGE
ACCRUED BENEFITS FOR REGULAR STATUS EMPLOYEES	XIII	11
APPENDIX A – SIGN, DISPLAY & ALLIED CRAFTS LOCAL 510		30
EMPLOYMENT OFFICE PROCEDURES FOR INSTALLERS		
APPENDIX B – CONTINUING EDUCATION AND REVIEW PROGRAM		33
APPENDIX C – GRAPHICS TRAINEE PROGRAM		33
APPENDIX D – DRUG-FREE WORKPLACE POLICY		34
APPENDIX E – WAGES/BENEFITS SCHEDULES		39
CHANGE OF OWNERSHIP	XXVIII	25
CLASSIFICATIONS OF WORK	X	9
CONTRACT ENFORCEMENT	XXVI	25
DISCHARGE & DISCRIMINATION AGAINST EMPLOYEES	VI	8
DISMISSAL	VII	8
DRESS AND HYGIENE STANDARDS	XXXI	27
GRIEVANCE PROCEDURE	VIII	8
HIRING AND DISPATCHING	III	4
HOLIDAYS	XVI	17
HOURS AND OVERTIME	XVIII	18
JOINT APPRENTICE TRAINING COMMITTEE	XXIX	26
JURISDICTION	I	1
LABELS	XXV	25
LABOR CONTROVERSY	IX	9
LABOR MANAGEMENT COMMITTEE	XXX	26
MANAGEMENT PREROGATIVES	V	7
MEDICAL PROGRAM	XXI	21
NOTIFICATIONS	XXVII	25
OUT-OF-AREA INSTALLERS	XIX	20
PAYMENT OF FRINGE BENEFITS	XXIII	22
PENSION PROGRAM	XXII	22
REGULAR STATUS EMPLOYEES	XI	10
SENIORITY FOR REGULAR STATUS EMPLOYEES	XII	11
SEPARABILITY CLAUSE	XXXIV	29
SICK LEAVE ORDINANCES	XXXII	28
SIGNATURE PAGE		29
STEWARD	IV	6
TERMINATION OF CONTRACT	XXXIII	28
TERMINATION OF EMPLOYMENT/REGULAR STATUS EMPLOYEES	XIV	12
TOOL REQUIREMENTS AND SECURITY	XX	20
TRAVEL/TRANSIT EXPENSE	XVII	17
UNION MEMBERSHIP AND EMPLOYER QUALIFICATION	II	3
VISITS TO ESTABLISHMENTS	XXIV	24
WAGES	XV	13

## TRADE SHOW AND CONVENTION INSTALLER 2015

THIS AGREEMENT is made and entered in this April 1, 2015 by and between Convention Services Employer, hereinafter referred to as "EMPLOYER" and PAINTERS and ALLIED TRADES DISTRICT COUNCIL 36, on behalf of SIGN DISPLAY AND ALLIED CRAFTS LOCAL UNION 510, hereinafter referred to as "UNION".

For and in consideration of harmonious relations and the maintenance of settled conditions in the Trade Show and Convention Industry; for the stabilizing of the standards thereof; for the peaceful adjustment of any disputes or grievances that may arise from time to time, and other mutually beneficial relations, the parties hereto have agreed individually and collectively.

### ARTICLE I. JURISDICTION.

A. Sign, Display and Allied Crafts Union No. 510 shall have sole jurisdiction over the following work done by the Employer: the installation and removal of all exhibits (floor-to-ceiling) and related materials in connection with trade shows and conventions, including, but not limited to: (a) trade show and convention booth assembly and disassembly; (b) installation and removal of interior and exterior decorations, flags, drapes, and other display materials, specialty furniture, theme areas, modular systems and other display materials; and when assigned to employees covered by this Agreement, operation of mechanical lifts, installation and operation of chain motors and trusses for sign and display material, shall be performed by Installers JATC trained and accredited as riggers; (c) uncrating, assembly, installation, removal, disassembly, and re-crating of all commercial exhibits; installation, dismantling of furniture owned or received by the Employer, installation and removal of floor coverings and special event displays.

B.

1. The Union shall also have sole jurisdiction over the following work done by the Employer:

(a) the construction, preparation, erection, and maintenance of all swing stage sign work, and all other signs, including installation of all electronic and digital signs and displays, lettering, pictorial work, screen process work, show card writing, commercial exhibits and fabrication of advertising displays, including, but not limited to, graphics production where and as currently performed, operation of CNC routing equipment and operation of production output controllers (e.g. computers) and

(b) pattern and sketch making, scale model making, the preparation of training aids and mockups, and the fabrication and application of plastic, vinyl, ScotchLite and similar materials,

(c) driving of trucks (bobtails and stake-beds and vans) in the delivery and/or installation, removal of the above work, and warehouse work, including forklift operation where currently performed.

XX

2. The Employer agrees that, by entering this Agreement, it will be bound by and abide by the terms and conditions of employment for employees in the classifications set forth in this Agreement. All members of Union Local 510 shall have complete protection of the provisions of this Agreement including access to the Grievance Procedure, Article VIII.

C. The Employer recognizes the Union as the sole and exclusive source of labor for classifications covered by the Agreement. All work within the jurisdiction of this Agreement shall be done by workers governed by this Agreement in conformity with past practice. Nothing contained in this Agreement shall be construed to restrict workers to the performance of work within his or her classification. Any worker may perform any work within the jurisdiction conferred by this Agreement that he or she may be qualified to do, in conformity with past practice.

D. The Union has requested recognition as the exclusive representative of the bargaining unit employees of the undersigned Employer pursuant to Section 9 (a) of the National Labor Relations Act, and has shown proof of majority support or offered to do so. On the basis of that showing, the undersigned Employer unconditionally recognizes the Union as the exclusive representative of its bargaining unit employees pursuant to Section 9(a) of the National Labor Relations Act.

E. The Union's exclusive jurisdiction shall remain subject to the requirements set forth in the 1991 NLRB decision in 20-CD-653/654/656 and 657, published at 302 NLRB 416.

F. The jurisdiction of the Union shall cover the following California counties so long as the Union can provide sufficient qualified workers: Alameda, Alpine, Calaveras, Contra Costa, Fresno, Lake, Madera, Marin, Mariposa, Mendocino, Merced, Mono, Monterey, Napa, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus and Tuolumne. The Union shall use its best effort to equitably enforce this provision at all locations where its jurisdiction is established and maintained.

G. When a member leaves the geographic area governed by this agreement, he/she shall be covered by the terms and conditions set forth in this agreement.

H. In consideration of the grant of jurisdiction made by the Employer to the Union in this contract, the Union shall cooperate with the Employers to avoid any encroachment by other labor organizations or crafts over the jurisdiction of the work described in this Article I.

I. Any installation of exhibits or displays including any setup materials or uncrating "with the exception of exhibitor product as described herein below" which requires the use of hand tools, or more than one person, or longer than 30 minutes (including crating or uncrating) to install, or structure exceeds ten feet in any direction, shall be installed by employees covered by this Agreement. Installation of product that is used as an exhibit shall be considered as such. It is the intent when an exhibitor uses the product in its designed form and it is not attached to or part of another item (i.e., pegboard, framework) then it will be permitted. An exhibitor's product shall be considered exempt

XX

from any jurisdictional claim with the following exceptions: Any display consisting of back wall panels, headers, light boxes, partitions, or graphic panels, shall fall within the jurisdiction of the Union even if that display is the product sold by the exhibiting company.

**ARTICLE II. UNION MEMBERSHIP AND EMPLOYER QUALIFICATION.**

A. All employees in classifications governed by this Agreement who are members of the Union on the effective date of this Agreement shall be required as a condition of employment to maintain their membership in good standing in the Union during the term of this Agreement.

B. Employees in classifications governed by this Agreement who are not members of this Union on the effective date of this Agreement, and all new employees in classifications governed by this Agreement hired thereafter, shall be required as a condition of employment to become and remain members of the Union in good standing on or after the 30<sup>th</sup> day following the beginning of their employment or the effective date of the Agreement, whichever is later.

C. For the purposes of Article II, "members of the Union in good standing" means "persons who tender to the Union the periodic dues and administrative fees uniformly required as a condition of acquiring or maintaining membership".

D. Upon written notice from the Union that any employee has failed to acquire or maintain membership as described above, the Employer agrees to discharge such employee. The Union agrees to hold the Employer harmless for such action.

E. Certain qualifications, knowledge and responsibility are required of everyone desiring to be an Employer in the Tradeshow, Convention and Meeting Industry. Therefore, no Employer shall be qualified as a party to this Agreement unless such Employer maintains place of business, including an office, shop, is financially able to meet the payroll requirements hereunder, has the required registered City and State Contractors Licenses, where either or both are necessary and employs at least one Local 510 Journeyman as primary foreperson. The Employer shall provide and maintain a current Workers Compensation Insurance Policy. If any of the foregoing requirements are violated or not adhered to, the Union reserves the right to withdraw employees from the job without being in violation of Article 26, Section C.

G. SURETY BOND: Each Employer shall post a \$50,000 Surety Bond to be initially eligible to sign this Agreement. Employers initially signatory prior to April 1, 2004 may drop their Surety Bond with approval of the Trust Fund Trustees. The bond shall be reinstated if three delinquencies occur within a one year period. Once reinstated the bond shall not be dropped. Surety Bonds of Employers initially signatory on or after April 1, 2004 shall remain in effect and shall not be dropped.

### ARTICLE III. HIRING AND DISPATCHING

A. The Employer recognizes the Union as the sole and exclusive source of labor for all classifications covered by this Agreement. The Employer accepts the exclusive hiring hall procedure (See Appendix A) as the Union's procedure for dispatching Installers. The Union reserves the right to modify its dispatching procedures in Appendix A during the term of this agreement. The Employer shall be entitled to complete a crew with workers from any source when the Union is unable to provide sufficient qualified workers. In the event the Employer hires installers from any source other than the Union, they shall be registered and dispatched from the Union, and employed under the terms and conditions of this Agreement.

B. Workers who were covered by the "Convention Services Agreement" (SHOP) in effect until March 31, 2012 shall be known as Regulars. Workers who were covered by the Trade Show and Convention Decorator agreement (SHOW) in effect until March 31, 2012 shall be known as Installers.

C. The Union upon request of the Employer shall dispatch up to thirty-six (36) Installers by name. Regular status employees of the Employer shall not be counted against the Employer's "call-by-name" list.

D. The Employer shall notify the Union of their call by name and provide their rollover lists for the next calendar week by 2:00 PM each Monday (except holidays) via e-mail or fax. There will be no modifications to the list during that calendar week except by mutual agreement as required for security reasons or client demands. If the Union does not receive a list by 2:00 PM each Monday the latest current list will remain in effect.

E. The Union agrees to furnish competent workers in good standing to the best of its ability, and the membership of the Union will give loyal, unprejudiced support to the requirements of the Employer.

F. The Employer shall have the right to reject any worker dispatched by the Union if the worker is deemed by the Employer, in its sole discretion, not to be in a fit condition to perform the work for which the worker is dispatched. Workers sent home for just cause shall not be again dispatched to the same Employer for the remainder of the show.

G. When installers are requested, the final update for the following days dispatch shall be sent to the Union before 2:00 PM by the Employer or such late dispatch shall be subject to low priority. The initial dispatch requirement for Saturday, Sunday or Monday morning shall be sent to the Union by 2:00 PM Friday. All initial requests for labor shall be submitted in writing, via e-mail or fax. This notification will satisfy the approximate number of installers needed. Other dispatch, layoff and rollover information shall be sent by e-mail or fax.

H. On reporting for the installation an Installer shall notify the Employer if he/she will not be available for the dismantle. No later than completion of the installation the Employer shall notify those employees available for the dismantle when to return. Employees so notified shall return as scheduled, except for reason of undue hardship. Employers may reassign Journeyperson Installers from one job or jobsite to another so long as no layoff

XX

of more than 48 hours (excluding holidays) occurs and shall give priority callback subject to reasonable operational requirements. Rollover from Friday to Monday is allowed as the sole exception to this provision. Employers may reassign Apprentices or B or C list Installers from one jobsite to another only with mutual agreement of the Union.

I. The normal order of layoff for installers shall be: first "C" list, second "B" list and last "A" list or Apprentice, unless operational inefficiencies on a given day would result from layoff in that order. The workday shall end at midnight (unless completing a minimum guarantee). Employees not scheduled by the Employer to work on the subsequent day of installation shall be notified by 3:00 PM, whenever practicable, and no later than the end of their shift on the day of layoff. An employee placed on such layoff may decline recall to that show providing the Employer is so advised at the time of layoff.

J. The Employer shall select and designate a primary foreperson for installers on the call, and such foreperson shall be excluded from the number of employees dispatched by name (See Article III, par. C) and shall be paid 11% above journeyman rate of pay. Such foreperson shall remain accessible until work at all locations is completed and shall be available to properly supervise the work and perform other forepersons duties and responsibilities under the direction of the Employer. Whenever three or more installers are employed one shall be a foreperson. The right to promote or demote forepersons shall be at the sole discretion of the Employer.

K. Should a court of competent jurisdiction or the National Labor Relations Board determine that seniority provisions such as those contained in the Procedures for Installers are unlawful, those provisions shall become inoperative. The parties shall meet as soon as possible to agree upon revised provisions.

L. Other details of the dispatch procedure shall be conducted in accordance with the Employment Office Procedures for Installers (See Appendix A).

M. The Union shall furnish each Installer and Apprentice with an appropriate photo identification badge to be properly displayed above the waist while working. Each Employer shall furnish Company identification to be properly and visibly worn while working for that Employer.

N. The employer shall maintain a daily sign-in sheet that includes the name and classification of each employee. The Employer shall provide a copy to the Union in a timely manner. Upon request the union may review employee time records and obtain copies of sign-in sheets.

O. The employer shall maintain a daily time record and furnish a copy to each employee on a daily basis.

P. Extra workers dispatched by the Union who have experience working under other craft agreements shall be employed under the terms and conditions of this Agreement and shall be paid at the "B" rate. They must be registered and dispatched by the Union.

**ARTICLE IV. STEWARD.**

A. The steward shall be recognized as the representative of the Union whose duty shall be to see that the bargaining unit employees of the Union and the Employer observe the Agreement. The Union will appoint a steward without regard to seniority and will post a notice of who is steward at the jobsite. Stewards will have access to time records and assignments and advance notice of layoffs. Stewards will promote contract compliance, and encourage harmonious relations between all workers, management and other participants at the jobsite. The stewards shall be permitted to devote a reasonable amount of time to these concerns. Any issue involving the steward's job or responsibilities shall be taken directly to the Union.

B. Forepersons shall not be eligible to be Show, Working or Warehouse Stewards.

C. The steward shall be notified of accidents, dismissals, or acts of discipline on the jobsite. The Union shall receive a copy of the Employer's accident report involving any employees under this Agreement upon request.

D. The Employer shall provide a copy of the daily sign-in sheet to the Union steward.

E. For each work location, the Employer shall make available to the Show Steward or working steward, by 9:00 am, an agreed upon form, or its equivalent, containing a list of employees laid off on the previous day.

F. The Union is responsible for notifying the Employer and employees at the job site of the Show Steward and working stewards. All such stewards shall be previously trained in or familiar with their appropriate duties and responsibilities.

G. The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to a steward or giving evidence with respect to an alleged violation of this Agreement.

H. SHOW STEWARDS: On major shows of 200,000 or more square feet, or as determined by the parties in advance, the Union shall assign and schedule an Installer to be a Show Steward to the event. The Show Steward shall be properly trained and qualified to be in charge of all steward responsibilities and the supervision of working stewards in the employ of any and all signatory Employers at the jobsite(s), as determined by the Union. The Show Steward shall be compensated at the Leadperson rate of pay, including fringes, by the general contractor of the show and shall be free to perform the duties of the Steward. The Show Steward shall directly report to the Business Agent designated by the Union, shall act as the Union's representative and is subject to assignment or reassignment by the Union.

The Show Steward's duties and responsibilities include, but are not limited to, monitoring and enforcing the provisions of the Agreement without unnecessary loss of employee and/or working steward productive time, coordinate with all appropriate Employer representatives (forepersons and management) in the implementation of the Agreement, work with the safety and loss prevention representatives of the Employer, courteous and

XX



appropriate interaction with facility management, show management, exhibitors and representatives of other Unions working on the premises.

It is the intention of the parties that Show Stewards will properly represent the interests of the Union and employees at the jobsite, therefore eliminating floor disputes, increasing efficiency and promoting industry and customer relations.

I. WORKING STEWARDS: The Union may appoint working stewards as a representative of the Union in sufficient numbers to assist the Business Representative and/or Show Steward to protect the jurisdiction of the Union under the Agreement. More than one working steward may be appointed to an event or Employer by mutual agreement of the parties, one such working steward shall be designated the primary working steward. Further, by mutual agreement a working steward may assist the Business Representative or Show Steward in a subsequent dispatch.

Working stewards will promote safe work practices and encourage harmonious relations on the jobsite. They will be permitted to devote a reasonable amount of time to these concerns. If a working steward leaves a jobsite and three or more Installers remain the working steward (or Show Steward) shall be entitled to appoint a successor from the remaining Installers. Working stewards and employees shall not be disciplined, coerced or discriminated against for engaging in lawful activity under the Agreement. Whenever practicable working stewards shall not directly contact exhibitors or show management concerning jurisdictional or other matters under the Agreement without first contacting the Employer. In any event such contact shall be made in a courteous and professional manner. Working stewards shall be the 3<sup>rd</sup> from last person laid off each day. If the entire call-by-name crew is rolled over the stewards shall be rolled over, but not necessarily as the stewards.

The Show Steward or a working steward will be present when out-of-area workers sign in and out and the Employer shall make every reasonable effort not to assign working stewards to installing and dismantling displays whenever practicable.

J. WAREHOUSE STEWARD: In warehouse facilities with three (3) or more employees there shall be a Steward, appointed by the union who shall be the 3<sup>rd</sup> to last laid off (for purpose of seniority). All new hires shall meet with the steward for fifteen (15) minutes on the first day of work. Said steward shall receive and endeavor to adjust, at the first step, all grievances which may be submitted to him or her.

#### **ARTICLE V. MANAGEMENT PREROGATIVES.**

The Employer shall have sole and exclusive jurisdiction of the management and operation of its business, including but not limited to; direction and size of the working force, types of equipment, establishment of production rates and standards, the extent to which the jobsite or any part thereof is operated or shut down, the right to maintain efficiency in all places of employment, the right to transfer (with the consent of the employee), hire, promote, demote, discipline and/or discharge employees, subject to the specific provisions of this Agreement. It is agreed the foregoing rights shall not be deemed to exclude other preexisting rights of management not enumerated herein

XX

providing such preexisting rights do not conflict with any terms and conditions of this Agreement.

**ARTICLE VI. DISCHARGE AND DISCRIMINATION AGAINST EMPLOYEES.**

A. The Employer agrees not to discharge or discipline any employee for engaging in any lawful protected activity that is not in violation of this Agreement.

B. The parties signatory agree that no employee will be discriminated against by reason of age, race, ethnicity, religion, disability, gender, sexual orientation, national origin, military status, or membership in the Union. Further the parties shall abide by all applicable Federal and State Laws including but not limited to the Family Medical Leave Act. It shall not be a violation of this Agreement for any employee to refuse to work in connection with any display of any establishment of any individual, firm or corporation, when such individual, firm or corporation is under lockout or is under strike recognized by the Teamsters, ILWU, AFL/CIO Labor Council and/or a Building & Construction Trades Council.

**ARTICLE VII. DISMISSAL.**

The Employer is at liberty to discharge for sufficient cause any employee. Sufficient cause shall include, but is not limited to, dishonesty, substance abuse, repeated violation of the safety rules and failure to report to work without just cause. The Employer shall notify the Union of any termination for cause in writing within five (5) working days (Monday - Friday).

**ARTICLE VIII. GRIEVANCE PROCEDURE.**

A. Any dispute that may arise as to the interpretation of this Agreement shall be brought to the attention of the other party of this Agreement. Any dispute must be taken up with the Employer within thirty (30) days of the date the Union has been notified of the dispute.

B. Any dispute as to the interpretation of this Agreement which cannot be adjusted amicably between the Union and the Employer within fourteen (14) days may be referred to a Board of Adjustment upon written request of either party. The Board shall consist of two (2) selected by the Union and two (2) selected by the Employer. The findings of this Board shall be binding upon both the Union and the Employer, provided that the Board shall not have authority to change, alter or modify any of terms or provisions of this Agreement. The decision of the Board shall be by a majority and shall be reached within seven (7) days from the date the controversy is presented for adjustment. This process may be waived by either party (Union or Employer) and shall proceed directly to Step C. By mutual agreement of the Employer and the Union this section may be modified during the term of this Agreement.

C. In the event that any dispute submitted to this Board of Adjustment cannot be settled within the period of time provided for in Section B above, the issue in dispute may be submitted for disposition to an impartial arbitrator. The party presenting the dispute shall request arbitration in writing not more than ten (10) days following a deadlock in the

&x

Board of Adjustment, or the dispute shall be considered to have been withdrawn and waived. If no response is made to the request for arbitration within fifteen (15) days, the allegations shall be deemed to have been submitted and proved. Such impartial arbitrator shall be selected by alternate striking from a panel of seven arbitrators to be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not have authority to change, alter, add to, delete, amend or modify it. His/her decision on any matter submitted to him/her shall be final and binding on both parties to this Agreement.

**ARTICLE IX. LABOR CONTROVERSY.**

If members who are subject to this Agreement are withdrawn upon the order of the International Officers, or of a Central Labor Organization with which they are affiliated, because of a labor controversy upon the building or site in which members are, or about, to perform any display installation, it shall not be a violation of this Agreement.

**ARTICLE X. CLASSIFICATIONS OF WORK.**

A. INSTALLER JOURNEYPERSON "A": Prior to August 1, 2011, to gain journeyman classification, an Installer must have met all requirements set by the JATC: 500 hours plus designated classes, or have been a journeyman shop builder for a minimum of two years. After August 1, 2011, to gain journeyman classification, an Installer must have met all requirements of Local 510's Apprenticeship Program (See Appendix B of this agreement). Transfers from other categories shall be governed by conditions determined by the JATC.

B. APPRENTICE: A worker that has qualified for and been accepted into the Apprenticeship program established under Appendix "B" of this Agreement. The JATC governs all terms and conditions of the Apprenticeship Program under the established California Apprenticeship Regulations.

C. GRAPHICS PRODUCTION: Graphic creation, alteration and processing by any means; physical layout, hand lettering, weeding, direct application of vinyl decals and similar materials including operation of vinyl cutters, digital printers, computers for all signs, computer assisted design and layout of graphics; digitization of logos, manipulation of digital files for output; design of show graphics presentation and collateral materials, photographic equipment, banners, posters, show cards and other graphic production.

D. JOURNEYPERSON RIGGER: The Employer shall use only trained and accredited riggers when performing any rigging function including ground persons. All persons performing any rigging function shall receive a 10% premium excluding ground persons.

E. DISPLAY BUILDER: Building, crating, finishing, painting, inventorying, material handling, warehousing where currently performed, and installing exhibits or displays; pattern, sketch making, scale model making, preparation of training aids and mockups; fabrication and application of plastics, vinyl and similar materials; CNC routing, equipment operation and processing.

XX

F. INSTALLER – NON-JOURNEYPERSON "B" AND "C": Workers who have not completed requirements for Journeyman Installers, but can use required tools in performing installer assignments.

G. PRIMARY (GENERAL) FOREPERSON: A Primary Foreperson is defined as a worker who calls together a crew of installers and who directs the work of the crew. A Foreperson shall be a 510 Journeyman Installer. Each contractor shall have at least one primary general foreperson. Such foreperson shall be paid an 11% premium. No person may be a foreperson for more than one company simultaneously. The Employer retains the right to promote and demote Forepersons.

H. LEADPERSON: There shall be one Leadperson (journeyman) whenever an employee is coordinating the workflow of six or more installers. Such Leadperson shall be paid 10% premium. The Employer retains the right to promote and demote Leadpersons.

I. SWING STAGE OPERATOR: Installers working as Swing Stage Operators shall be paid a 10% premium over their basic hourly rate of pay. Each swing stage shall have a designated ground person with the training to operate the stage and who shall be compensated at the same 10% premium as the swing stage operator.

#### **ARTICLE XI. REGULAR STATUS EMPLOYEES.**

A Regular employee is one who is designated by the Employer as a Regular or has qualified as a Regular under the terms of the previous agreement referred to as the Convention Services Agreement (Shop) prior to March 31, 2012. To be eligible for Regular status the employee must be selected from the Journeyman Installer, Graphics Production or Display Builder classifications.

A Regular employee shall be paid the wage scale and benefits set forth in Article XV Wages of this agreement and shall accumulate benefits on an accrual basis as set forth in the section below or as otherwise granted by this Agreement.

An employee shall be a Regular only for the company who so designates him/her as a Regular employee. When working for another employer he/she shall be considered an Installer and shall be paid accordingly.

Nothing in this Article shall prevent an Installer or an Apprentice in ratio from working in the warehouse, graphics, or builder shop. Unless otherwise designated as a Regular employee, pursuant to terms of this article, he/she shall be paid at the Installer or apprentice rate of pay.

Jurisdiction of the above work is defined solely by the provisions of Article I and Article X of this Agreement and as implemented and practiced at each individual Employer signatory to this Agreement.

XØ

**ARTICLE XII. SENIORITY FOR REGULAR STATUS EMPLOYEES**

A. Seniority shall be accrued on an Employer by Employer basis; seniority shall not be accrued on the basis of aggregate employment by Employers signatory to this Agreement. Only workers engaged in regular, full-time work for an Employer shall accrue seniority. The first seventy-five (75) days of service with an Employer will be a probationary period during which time an employee has no seniority standing; upon satisfactory completion of the probationary period, the employee will be entitled to seniority dating from the commencement of regular, full-time employment with the Employer.

B. The Employers shall not be required to recognize seniority in connection with employment decisions unless specifically required to do so by this contract. In selecting among Regular employees within the same classification for layoff in connection with a decrease in the work force or in the recall from layoff, where skill, efficiency, workmanship, and productivity are equal, seniority shall govern.

- C. A Regular employee will lose seniority in any of the following circumstances:
1. Discharge for cause;
  2. Voluntary resignation;
  3. Five consecutive working days of absence without notice, unless such failure to provide notice is due to circumstances beyond the employee's control, then he/she shall not lose his or her seniority.
  4. Layoff of thirty calendar days' duration (refer to Article XIV).

**ARTICLE XIII. ACCRUED BENEFITS FOR REGULAR STATUS EMPLOYEES**

A. SICK LEAVE: Regular employees will be eligible after one (1) years employment with the same employer for five (5) days sick leave/personal time per year. All sick leave/personal time must be used in the year eligible. Days may not be carried over. Employees must schedule the use of sick leave/personal time as far in advance as possible. Sick leave shall be computed from the first day of employment to establish a yearly (minimum of 1500 hours worked) or pro rata below 1500 hours.

B. BEREAVEMENT: Three (3) days leave of absence for death in the immediate family, without loss of pay, will be granted all Regular employees. The immediate family shall consist of spouse, parents and children.

C. JURY DUTY: Regular employees who have worked seventy-five (75) days or more for the same Employer shall receive their straight-time pay while performing jury duty. Any monies paid by the Courts to an employee are to be retained by the employee. It is understood that an employee is to report to work for any part of his/her straight-time work day when he/she is not actually required to be present for said jury duty. Employees on layoff are not eligible for Jury Duty pay. The Employee shall furnish the Employer with verification from the court of jury service.

xxx

D. VACATION: After cumulative time worked as a Regular in the Industry, under the jurisdiction of the Union, as outlined in Article I of this Agreement, and verified by pension credits of a minimum of 500 hours per year:

- 1) Two (2) weeks paid vacation after one year with the same Employer.
- 2) Three (3) weeks paid vacation after five (5) years cumulative time.
- 3) Four (4) weeks paid vacation after twelve (12) years cumulative time.

Should any employee through sickness, unemployment, termination or resignation, be unable to work the required number of months or time prescribed, he or she shall be granted pro rata vacation pay to be computed by multiplying the fraction of the qualifying year which the employee worked times his or her straight rate of pay for number of weeks to which the employee would have been entitled had he or she completed the entire qualifying year.

Vacation time shall be computed from the date of employment to establish a yearly or pro rata basis.

Earned vacation pay must be taken each year with the following exception: up to five days of vacation pay may be rolled over for one year and must be used in the following year.

E. HOLIDAYS: Regular employees shall be paid at the eight (8) hour straight time rate of pay for each of the recognized holidays (See Article XVI Holidays for the list of recognized holidays).

If any of the recognized holidays are worked, the employee shall receive double time plus the holiday pay.

Paid holidays that occur during the vacation period of an employee shall be paid for in addition to vacation pay.

Regulars laid-off within fifteen (15) working days before a paid holiday shall be paid for said holiday.

Employees must have worked at least 75 days within the preceding 6 months to be eligible for Holiday pay for that particular Employer.

#### **ARTICLE XIV. TERMINATION OF EMPLOYMENT FOR REGULAR STATUS EMPLOYEES**

A. In selecting among regular employees within the same classification for layoff in connection with a decrease in the work force or in the recall from layoff, where skill, efficiency, workmanship, and productivity are equal, seniority shall govern.

B. Upon termination of employment, the employee shall be paid all accrued wages, vacation pay and any other accrued benefits due under the Agreement. The employee

x2x

shall further receive severance allowance of one eight hour day for each year of regular full time employment from commencement of employment to date of permanent separation, up to a maximum of ten eight hour days, for any of the following reasons:

1. Permanent Layoff or discharge for other than just cause\*
2. Voluntary resignation \*\*
3. Termination of employment due to death, disability, illness or any reason beyond the control of the employee
4. Retirement

\*Upon sixty consecutive calendar days of temporary layoff due to reduction-in-force such layoff shall be deemed a permanent layoff and severance allowance shall be paid unless the parties agree to extend the temporary layoff.

\*\* Employees who voluntarily resign their Regular classification and continue to work, as an Installer, for the same Employer shall not be entitled to severance allowance.

D. By mutual agreement of the Employer and the Union this article may be modified during the term of this Agreement.

**ARTICLE XV. WAGES**  
**(SEE APPENDIX E FOR FULL WAGE/BENEFITS/CONTRIBUTIONS SCHEDULES)**

A. The minimum hourly wage rates for the employees in classifications governed by this Agreement shall be as follows for each compensable hour.

B. MINIMUM TIME: A minimum of four (4) hours pay at the rate in effect at the time an employee reports to work shall be paid as a mini-call (e.g., if a person reports to work at 4:00 P.M. Monday and worked two hours, he or she would receive one hour straight time and three hours at time and one-half.) Whenever there is a break of more than one hour, a four (4) hour minimum shall be in effect. An employee designated Foreperson or Leadperson is guaranteed a minimum of four (4) hours pay at the applicable rate.

C. HIGH TIME. Ten percent (10%) additional shall be paid for work performed over three stories or thirty feet, whichever is higher, or for work performed in any mechanical lift device, including, but not limited to boomlift, scissorlift, forklift cage, or swing stage work. A four (4) hour minimum shall apply for this work.

D. HOURLY RATES BY CLASSIFICATION:	effective 4/1/2015	effective 4/1/2016	effective 4/1/2017
<b>INSTALLER - JOURNEYPerson "A"</b>			
Straight Time Base Rate	\$38.65	\$39.75	\$40.55
7% Vacation/Holiday on ST wages only	<u>\$2.71</u>	<u>\$2.78</u>	<u>\$2.84</u>
<b>Straight Time Rate (including 7% vacation/holiday)</b>	<b>\$41.36</b>	<b>\$42.53</b>	<b>\$43.39</b>
Overtime Rate	\$57.98	\$59.63	\$60.83
Double Time Rate	\$77.30	\$79.50	\$81.10

XX

**INSTALLER PRIMARY FOREPERSON**

(11% over Journeyperson rate)

Straight Time Rate (including 7% vacation/holiday)	\$45.90	\$47.21	\$48.16
Overtime Rate	\$64.35	\$66.18	\$67.52
Double Time Rate	\$85.80	\$88.24	\$90.02

**INSTALLER LEADPERSON**

(10% over Journeyperson rate)

Straight Time Rate (including 7% vacation/holiday)	\$45.50	\$46.79	\$47.73
Overtime Rate	\$63.78	\$65.60	\$66.92
Double Time Rate	\$85.04	\$87.46	\$89.22

**APPRENTICE-LEVEL 1**-60% of Journeyperson rate

Straight Time Rate	\$23.19	\$23.85	\$24.33
7% Vacation/Holiday on ST wages only	\$1.62	\$1.67	\$1.70
Overtime Rate	\$34.79	\$35.78	\$36.50
Double Time Rate	\$46.38	\$47.70	\$48.66

**APPRENTICE-LEVEL 2** -67% of Journeyperson rate

Straight Time Rate	\$25.90	\$26.63	\$27.17
7% Vacation/Holiday on ST wages only	\$1.81	\$1.86	\$1.90
Overtime Rate	\$38.85	\$39.95	\$40.75
Double Time Rate	\$51.80	\$53.26	\$54.34

**APPRENTICE-LEVEL 3** -74% of Journeyperson rate

Straight Time Rate	\$28.60	\$29.42	\$30.01
7% Vacation/Holiday on ST wages only	\$2.00	\$2.06	\$2.10
Overtime Rate	\$42.90	\$44.13	\$45.02
Double Time Rate	\$57.20	\$58.84	\$60.02

**APPRENTICE-LEVEL 4** -81% of Journeyperson rate

Straight Time Rate	\$31.31	\$32.20	\$32.85
7% Vacation/Holiday on ST wages only	\$2.19	\$2.09	\$2.13
Overtime Rate	\$46.97	\$48.30	\$49.28
Double Time Rate	\$62.62	\$64.40	\$65.70

X/X



**APPRENTICE-LEVEL 5 -88% of Journeyperson rate**

Straight Time Rate	\$34.01	\$34.98	\$35.68
7% Vacation/Holiday on ST wages only	\$2.38	\$2.45	\$2.50
Overtime Rate	\$51.02	\$52.47	\$53.52
Double Time Rate	\$68.02	\$69.96	\$71.36

**APPRENTICE-LEVEL 6 -95% of Journeyperson rate**

Straight Time Rate	\$36.72	\$37.76	\$38.52
7% Vacation/Holiday on ST wages only	\$2.57	\$2.64	\$2.70
Overtime Rate	\$55.08	\$56.64	\$57.78
Double Time Rate	\$73.44	\$75.52	\$77.04

**INSTALLER - NON-JOURNEYPERSON "B"**

(70% of Journeyperson rate)

Straight Time Rate	\$27.06	\$27.83	\$28.39
Overtime Rate	\$40.59	\$41.75	\$42.59
Double Time Rate	\$54.12	\$55.66	\$56.78

**INSTALLER - NON-JOURNEYPERSON "C"**

(55% of Journeyperson rate)

Straight Time Rate	\$21.26	\$21.86	\$22.30
Overtime Rate	\$31.89	\$32.79	\$33.45
Double Time Rate	\$42.52	\$43.72	\$44.60

**INSTALLER, GRAPHICS PRODUCTION,  
DISPLAY BUILDER, REGULAR**

Straight Time Rate	\$41.21	\$42.31	\$43.11
Overtime Rate	\$61.82	\$63.47	\$64.67
Double Time Rate	\$82.42	\$84.62	\$86.22

**PRIMARY FOREPERSON REGULAR**

(11% over Regular rate)

Straight Time Rate	\$45.74	\$46.96	\$47.85
Overtime Rate	\$68.61	\$70.44	\$71.78
Double Time Rate	\$91.48	\$93.92	\$95.70

**LEADPERSON REGULAR**

(10% over Regular rate)

Straight Time Rate	\$45.33	\$46.54	\$47.42
Overtime Rate	\$68.00	\$69.81	\$71.13
Double Time Rate	\$90.66	\$93.08	\$94.84

XX

E. PAYDAY: Each Employer shall designate a weekly payday of Tuesday, Wednesday or Thursday. Employees shall be paid on the same day each week. The payday shall follow within seven (7) days or less of the last day of a designated workweek but shall not fall on a Saturday or Sunday. If wages due are not paid within three (3) days of the regular payday, then in addition to all other legal remedies, the employee shall be paid an additional \$25.00 per day for each day the wages remain unpaid, up to a maximum amount of \$150.00. It shall not be a violation of this Agreement for any employee to refuse to work for any Employer who has not paid all wages due within three (3) days of the regular payday. Reasonable effort shall be made to deliver paychecks to the Convention Center for employees who may be working there after 3:00 PM and prior to 5:00 PM on payday. If a paycheck is not picked up in such circumstance before 5:00 PM, it shall be mailed. The employee may pick up their paycheck from an Employer maintaining a staffed office or other local facility between 3:00 PM and 4:30 PM on the regular payday. Checks not claimed by the employee on the regular payday shall be sent by mail to the employee's last known address on the first business day following the regular payday. Such payday may be changed upon two (2) weeks written notice to the Union.

During the term of this Agreement each Employer shall make available to eligible employees covered by this Agreement, the option to directly deposit their paychecks into their designated account in a participating financial institution in accordance with the terms of the Employer's direct deposit option, at no expense to the Employee. Each employee shall be responsible for properly completing the enrollment form supplied by the Employer, with required attachments thereto, and presenting such form to the Employer during the enrollment period. In the event the direct deposit option is selected it is understood that funds may not be available to the employee until the business day following the designated payday.

In the event an employee closes a bank account without required notice to the Employer a manual paycheck will be issued on the next payday after notice of deposit rejection from the financial institution.

When a paycheck or direct deposit receipt sent to the employee's last known address is returned to the Employer unclaimed, such item shall be submitted to the Union for disposition.

Casual Workers-Status and Payment of Wages – Due to the nature of the industry, Casual Workers have always been, and will continue to be, assigned to projects of relatively short duration. Upon completion of such projects, Casual Workers are not (and never have been) considered discharged under the Collective Bargaining Agreement. Instead, they remain covered by the Collective Bargaining Agreement and eligible for continued assignments.

In addition, Casual Employees have always been covered by and paid in accordance with the Collective Bargaining Agreement upon completion of their assignments. The parties recognize that the facilities at which employees covered by the Collective Bargaining Agreement work (including without limitation) are venues that host live theatrical or concert events as defined by Labor Code Section 201.9 and employees working at such venues are employed pursuant to Labor Code Section 201.9.

XX

F. ADMINISTRATIVE DUES/DEDUCTIONS: The Employer agrees that as and for dues, it shall, pursuant to certification by the Union (as provided below), deduct from each member's pay and transmit to a designated financial institution the following sums for all hours paid or owed:

Journeypersons and Apprentices:  
2% of wages  
\$0.05/hour Promotion Fund

Non-Journeyperson Installers "B" and "C": \$1.00/hour

The Union shall certify to the Employers a list of workers that have signed a voluntary dues deduction authorization and shall further certify that copies of those authorizations have been filed with the Bank. The Union shall also send all employers signatory to this Agreement a list of installers who may be dispatched who have not signed such an authorization. Upon request of any Employer the Union will provide copies of all authorization. The Union agrees to hold the Employers harmless for any liability they may incur to employees by virtue of dues which have been checked off or omitted from check off in reliance upon any of the aforesaid certifications by the Union. Remittances shall be due on the same day and same basis as medical insurance and pension contributions are due.

G. It is agreed that the Union can reallocate monies designated for wages to benefit contributions during the term of this Agreement. Should the Union elect to do so, a thirty (30) day written notice of the intent must be provided to the Employers. The written notice will specify the amount of monies to be moved from wages to the appointed benefit contribution and the anticipated effective date.

**ARTICLE XVI HOLIDAYS.**

A. The following shall be recognized as holidays and will be paid at the double time rate of pay if worked:

New Years' Day  
Dr. Martin Luther King Day  
Presidents' Day  
Cesar Chavez Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

B. If a holiday falls on Saturday the preceding Friday will be considered the holiday. If the holiday falls on Sunday the Monday following will be considered the holiday.

**ARTICLE XVII. TRAVEL/TRANSIT EXPENSE.**

A. Employees working outside the jurisdictional area of this Agreement shall be reimbursed for reasonable expenses incurred from the date of departure until their return

XX

to home base. Such expenses shall be reimbursed in accordance with Employer policy for all employees of that Employer, provided however, meal expense will be reimbursed at a minimum of IRS allowance per day and personal automobile mileage expense allowed shall be the IRS allowance.

B. It shall be the responsibility of the Employees to keep travel expenses reasonable. The Employer may demand receipts for travel expenses.

C. The Employer shall not be required to provide travel or lodging expenses on initial dispatch in the jurisdictional area of this Agreement.

D. Any time spent in transit from one jobsite to another for the same employer shall be considered working time. When one Employer transfers employees from one jobsite to another, if less than four (4) hours elapses between the sign out of the first job and sign in of the second job, time in transit shall be considered time worked.

E. Parking expenses at the second and subsequent jobsites in one day shall be reimbursed.

F. Travel time shall be considered working time at the rates specified in the Agreement. Travel on Saturday or Sunday shall be at the overtime rate (see wage page). If an employee is traveling and working on a continuous shift the applicable pay rates shall apply. All employees shall receive the Foreperson premium for all Travel time hours worked on road trips while acting as Foreperson (Leadperson or Supervisor). If a company vehicle is used, normal hours and applicable pay rate shall apply.

G. Employees required to work outside the jurisdiction of the Agreement will be covered by all terms and conditions of this Agreement.

#### **ARTICLE XVIII. HOURS AND OVERTIME.**

A. **Straight Time Rate** shall apply:

- Monday through Friday between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m., unless on a continuing shift as stated below.

B. **Overtime (Time and One Half) Rate** shall apply:

- After eight (8) Straight Time hours.
- After eight (8) hours when starting after 5:00 AM Monday through Friday
- 5 p.m. to 10 p.m. and 5 a.m. to 8 a.m. Monday through Friday.
- The first four (4) hours worked between 5 a.m. and 12 Noon on Saturdays.
- Any continuing shift starting prior to 5:00 AM shall continue past 5:00 AM at the time and one half rate for up to twelve hours. After twelve hours is completed any additional hours worked shall be at the double time rate.

X8

C. **Double Time Rate** shall apply to:

- All hours worked from 10 p.m. to 5 a.m.
- All hours worked on Saturdays in excess of the first four (4) hours (5 a.m. to 12:00 noon).
- All hours worked on Sundays and Holidays as set forth in this Agreement.
- Any continuing shift in excess of twelve (12) hours for the total shift.

D. When an employee leaves a double time shift, he/she must have an eight (8) hour break between shifts or return to work at the double time rate of pay when working for the same Employer.

E. All employees required to work overtime on a weekday shall receive four (4) hours' notice or by 3:00 p.m. that day.

F. All employees required to work on Saturday, Sunday, or a recognized Holiday (see Article XVI Holidays) shall receive one (1) days' notice, to the best of the Employer's ability, emergencies excepted.

G. **MEAL/COFFEE BREAKS:**

1. There shall be a one hour meal break after four (4) hours of work. The meal period may be shortened to one-half hour in a given day if the majority of the workers at a job or project agree.
2. No shift shall be required to work in an overtime period for over four (4) hours without a "food break" of at least one-half (1/2) hour. A fifteen (15) minute "coffee break" shall be taken approximately half-way through each four (4) hour work period throughout the twenty- four (24) hour day. However, "coffee breaks" may be advanced or delayed once per day, no longer than one hour in the morning, when staggered shifts are used.
3. When employees are requested to take a meal break of more than one (1) hour's duration, then a four (4) hour minimum shall be effective upon resumption of work.

H. Subject to the mutual agreement of the Union, the Employer may schedule and implement a second shift in the warehouse only in the Graphics Production and/or Modular Systems departments under the following terms and conditions:

1. The second shift shall not commence before 10:00 a.m. or after 5:00 p.m.
2. The work shall consist of seven straight time hours of work for which eight hours of wages and benefits will be paid.

XX

3. When a second shift is implemented, current employees maintaining seniority status shall be offered the opportunity, subject to operational requirements, to volunteer for such shift work prior to assigning new hire employees to such work.

Whenever shifts are required for the operation the Employer shall notify the Union of the shift schedule.

I. Notwithstanding any other provisions of this Agreement the Employer shall not regularly or normally work any employee more than twelve hours in any workday or be required to grant less than eight (8) hours rest to any employee between shifts.

#### ARTICLE XIX. OUT-OF-AREA-INSTALLERS.

A. "CJ" and "AJ" members of IUPAT Local Union 831 of District Council 36 may work on a ratio of three (3) Local 510 members to one (1) Local 831 member within the jurisdiction of Local 510 provided Local 510 is notified by the Employer prior to them commencing work.

B. Members of other affiliated IUPAT Local Unions may clear in and work for the duration of the show within the jurisdiction of Local 510 in a minimum ratio of three (3) Local 510 members to one (1) member from another IUPAT Local Union. This minimum 3/1 ratio must be maintained at all times during the employment of such workers, including any standby work.

C. Members of Local Unions not affiliated with IUPAT may work in this jurisdiction by mutual agreement between the Principal Officer of Local 510 and the Employer, provided all available Journeyperson installers are working.

D. Anyone who does not register with the Union at least one business day before starting work in our area will not be allowed to work under this Agreement.

E. Out-of-area workers shall be included in the employer's call by name, when called by the Employer.

F. Whenever a Local 510 Installer accepts a temporary assignment out of the jurisdiction of this Agreement, such Installer shall continue to be covered by all the terms and conditions of this Agreement.

G. Whenever the Employer uses an out-of-area worker, the Employer shall inform the Union within a reasonable time after the use of the out-of-area worker of the number of hours for which the worker was compensated.

#### ARTICLE XX. TOOL REQUIREMENTS & SECURITY.

Minimum tool requirements for all Installers and Apprentices are: Rubber or Plastic Mallet; locking pliers; 4in1 Screwdriver; 8" Adjustable wrench; 30 ft. or larger tape measure; utility knife with retractable or folding blade; diagonal or side cutters; work apron with pockets or tool belt with pouch; one metric and one SAE Allen wrench set;

loop pile carpet cutter; 12 " flat pry bar; pen or pencil; staple gun (Arrow JT21 or equivalent); ratchet and appropriate sockets for modular systems; and a rechargeable battery operated drill. Installers shall have their tools readily available. Any Installer reporting to work without their required tools shall be subject to dismissal for that workday. The Employer shall supply staples, ladders (as needed), which shall be industrial rated and an adequate first aid kit.

The Employer shall make best reasonable effort to provide an adequate number of locking tool cages or other reasonably secure means at the job site during the workday (and overnight storage) of employee's required personal tools. Garments and other personal belongings shall be removed by the employee daily. All tool, garment and personal belonging storage shall be at the employee's own risk.

**ARTICLE XXI. MEDICAL PROGRAM.**

A. The medical program for installers is comprised of a Medical, Vision, Prescription, Dental and Life insurance program. Each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Industry Welfare Fund for all hours paid or owed for employees in any classification covered by this Agreement.

	effective 4/1/2015	effective 4/1/2016	effective 4/1/2017
Installers/Apprentices/B's/C's	\$11.80	\$11.90	\$12.00
Regular	\$10.55	\$10.65	\$10.75

B. Payments are due and payable on or before the first day of the month following the month when the work was performed and shall be considered delinquent if not paid by the tenth day of the month.

C. The Medical Program shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto, and each Employer signatory to the Agreement agrees to be bound by all of the terms and conditions of the Trust Agreement.

D. The Union may defer wages to the Medical Plan during the term of this Agreement. In the contract year beginning April 1, 2017, an additional twenty-five (\$0.25) cents per hour shall be available for either Health Insurance or Pension benefits at the election of the Union. The Union shall give 30 days' notice before any change in benefits allocations is made. (See Article XV, section G)

E. During the term of this Agreement, only if the effect of the Patient Protection and Affordable Care Act (ACA) has an adverse effect on Article XXI Medical Program, either party may require Article XXI be reopened during the period of October 1, 2017 through December 31, 2017 for the purpose of addressing such adverse effect. Any changes to such article shall be by mutual agreement only.

**ARTICLE XXII. PENSION PROGRAM.**

A. Each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Industry Pension Trust Fund for all hours paid or-owed for employees (excluding 'C' list installers) in any classification covered by this Agreement.

	effective 4/1/2015	effective 4/1/2016	effective 4/1/2017
Installers/Apprentices/B's	\$6.65	\$7.15	\$7.65
Regular	\$5.85	\$6.35	\$6.85

B. Payments are due and payable on or before the first day of the month following the month when the work was performed and shall be considered delinquent if not paid by the tenth day of the month.

C. The Sign, Pictorial and Display Industry Pension Trust Fund shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto, and each Employer signatory to this Agreement agrees to be bound by all of the terms and conditions of the Trust Agreement.

D. The Union may defer wages to the Pension Plan during the term of this Agreement. In the contract year beginning April 1, 2017, an additional twenty-five (\$0.25) cents per hour shall be available for either Health Insurance or Pension benefits at the election of the Union. The Union shall give 30 days' notice before any change in benefits allocations is made. (See Article XV, section G)

**ARTICLE XXIII. PAYMENT OF FRINGE BENEFITS.**

A. DUE DATES. Each Employer shall submit to the Trust Fund Administration Office payment contributions along with a monthly fringe benefit remittance form, showing all hours paid or owed for employees during the preceding month or stating that it had no employees. Each Employer shall simultaneously submit a copy of its monthly fringe benefit remittance form to the Union. In order to be timely, fringe benefit contributions must be received by the Administration Office on or before the first day of the month following the month when the work was performed and shall be considered delinquent if not paid by the tenth day of the month.

B. DELINQUENT PAYMENTS. In respect to all fringe benefit payments, time is of the essence. The parties hereto recognize and acknowledge that the regular and prompt payment of fringe benefit contributions by each Employer to the Trust Funds is essential to the maintenance in effect of the various Funds and Plans involved, and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the parties hereto and to the Funds and Plans which would result from the failure of an Employer to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damage to each said Fund and to the parties hereto resulting from any such failure shall be, by way of liquidated damages and not as a penalty, the greater of \$200 or ten percent (10%) of the amount due and unpaid, or as otherwise

~~XXX~~



determined by the Trust Funds. Such liquidated damages shall become due and payable to the Trust Funds on the day immediately following the day on which the Employer become delinquent. In addition, all delinquent contributions and liquidated damages shall bear interest at the rate of ten percent (10%) per annum, from the date each was due, until paid. If any Employer defaults in the payment of any contributions due to the Trust Funds, then in addition to the fringe benefit contributions, liquidated damages and interest provided herein, said Employer shall pay all reasonable collection expenses incurred by the Trust Funds, including but not limited to arbitration fees, costs of fees of collection agents, auditing fees, accountants' fees, costs of attachment bonds, all legal expenses and costs, attorneys' fees, court costs, and reasonable compensation for employees or agents of the Trust Funds incurred in connection therewith.

C. EMPLOYER RESPONSIBILITY. In addition to all other remedies, if an Employer is delinquent in the payment of fringe benefit contributions and, consequently, an employee is denied benefits, said Employer shall pay for the health benefits that would have been provided for its employees but for said delinquency.

D. WITHDRAWAL OF EMPLOYEES. It shall not be a violation of this Agreement for the Union, after receiving notice from the Administration Office that an Employer is delinquent in the payment of fringe benefit contributions, to withdraw employees working under this Agreement from the job or jobs of said delinquent employer or to refuse to furnish employees to said delinquent Employer until full payment has been made. Before withdrawing employees pursuant to this paragraph, the Union must give said Employer seventy-two (72) hours notice by certified mail. Each employee so withdrawn shall continue to receive from said delinquent Employer full wages and fringe benefits up to a maximum of three (3) days, in addition to all wages and fringe benefits due for time actually worked prior to the withdrawal from the job. No employee will be disciplined as the result of leaving the jobsite of a delinquent Employer.

E. RIGHT TO AUDIT. Upon notice in writing from the Trust Funds or an authorized agent thereof, each Employer shall permit any accountant appointed by the Trust Funds to enter upon its premises during business hours, at all reasonable times, and to examine and copy such books, records, and documents of such Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by this Agreement.

F. DOCUMENTS FOR AUDIT. The Employer understands that the purpose of the audit is to determine how much money, if any, is owed under the terms of this Agreement. The Employer further understands that the purpose of the audit would be defeated if it were able to limit the audit in any way, including limiting the audit to the employees whom the Employer defines as covered employees. Therefore, the Employer shall not limit the scope of the audit in any fashion, but must make available to the Trust Funds, upon request, all of the following books and records maintained by the Employer. The parties agree that the following documents are necessary for the completion of an audit pursuant to this Agreement: the Employer's quarterly tax returns to the state and federal government including California Forms DE-6 and IRS Forms 941; payroll journals, individual earnings records and time cards for all employees; general check registers; reports of employee hours to all trade unions and to all employee benefit plans; and

workers compensation insurance reports for all employees. Upon the accountant's certification that further documents are necessary to complete an audit, the Employer shall be required to produce any of the following documents as specified by the accountant and approved by the Trust Funds: general ledgers; bank statements; canceled checks; IRS Forms W-2, W-4, 1096 and 1099; cash receipts journals; financial statements; invoices; contracts; federal and state income tax returns; and any other records which the accountant deems necessary or relevant to complete the audit.

G. COST OF AUDIT. The entire cost of the audit shall be borne by the Employer if the audit reveals that at least \$1,000 in fringe benefit contributions is due for the period covered by the audit. Any Employer who cancels an audit without at least two (2) working days notice, or who fails to provide the required documents, shall be liable for the costs caused by that delay or that failure whether or not the audit reveals any contributions due. If an employer refuses the accountant entry for purposes of an audit, the Trust Funds may take legal action to compel entry, without regard to any grievance or arbitration procedure in this Agreement; and the Employer shall pay all reasonable costs and legal fees incurred by the Trust Funds in compelling or obtaining such an audit. In the event that an audit is performed outside the State of California, the Employer shall pay all costs incurred by the Trust Funds' accountant for transportation, meals and lodging in connection with the audit. In the event the Employer becomes delinquent in any or all of the Health & Welfare, Pension, Training Trust or LMC accounts the Employer shall be responsible for all delinquent payments and liquidated damages.

H. TERMINATION NOTICE. In addition to giving written notice of termination or modification as set out in Article XXXIII Termination of Contract herein, an Employer desiring to terminate the Collective Bargaining Agreement shall also give notice of termination to the Fringe Benefit Trust Fund Administrator, at least sixty (60) days prior to the last effective date set out in this Agreement, or the last day of January of any succeeding year, sixty (60) days notice of the desire to terminate or modify this Agreement in order that the Fringe Benefit Trust Funds may have knowledge of such notice on the part of the Employer.

I. ACKNOWLEDGEMENT OF RECEIPT. The parties hereby acknowledge that the Employer has received copies of, and agrees to be bound, by all Declarations of Trust, as amended, establishing each of the several Fringe Benefit Trust Funds set out in this Agreement.

#### ARTICLE XXIV. VISITS TO ESTABLISHMENTS.

It is agreed by the parties that for the purpose of the carrying out and enforcing the terms of this Agreement, the Business Representatives of the Union, or a properly accredited representative of the International Union, shall have the right of visiting and entering the establishment of the Employer to interview workers. The Union representative shall enter Employer premises by the front door and shall notify the owner or manager or (if neither is available) some other non-bargaining unit employee prior to proceeding to the work area.

~~XXK~~

**ARTICLE XXV. LABELS.**

The label of Local Union No. 510 shall be placed on each finished piece of display work in such a position as may be mutually agreed.

**ARTICLE XXVI. CONTRACT ENFORCEMENT.**

A. The Union agrees to immediately take all steps to enforce the terms and conditions of this Agreement upon all Employers engaged in any of the classifications of work covered by this Agreement.

B. The Union further agrees to immediately take all steps to prevent the installation of displays and/or exhibits in any shows or conventions located within the jurisdiction of the Union, by other than employees of the Employers signatory to this Agreement. The Employer agrees to notify its clients of the Union's jurisdiction over the work of the classifications defined in this Agreement. A copy of such notice shall be sent to the Union.

C. There shall be no strike or lockout during the term of this Agreement.

**ARTICLE XXVII. NOTIFICATIONS.**

A. Each Employer signatory to this Agreement agrees to notify the Union of any new hires within three (3) days of the payday immediately following hire.

B. The Union agrees and it shall, upon the execution of this Agreement, notify its members of the provisions thereof, and shall thereafter discipline any of its members found guilty of the violation of the goodwill and cooperation of this collective bargaining Agreement.

C. Each Employer signatory to this Agreement shall notify the Union of all bookings or scheduling of shows by the 7<sup>th</sup> of the month prior to the month for which said show is scheduled. All shows with one thousand (1000) or more booths shall have a pre-job conference.

**ARTICLE XXVIII. CHANGE OF OWNERSHIP.**

A. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement," shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.

B. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for the terms of this Agreement for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this Agreement. The word "damages" in this paragraph means any loss of wages or fringes sustained by an employee or the Union due to the Employer's failure to abide by the provisions of this paragraph.

~~XXX~~

**ARTICLE XXIX. JOINT APPRENTICESHIP TRAINING COMMITTEE.**

The Employer and Union shall establish and maintain a Joint Labor Management Committee wherein standards are adopted under the Shelley-Maloney Labor Standards Act of 1939 as amended, to govern the employment and of apprentices in the trade, craft or occupation described in this Agreement.

A. The Employer shall contribute seventy-one (\$0.71) cents per hour to the Sign, Display and Allied Crafts Local Union 510 Training Trust for a Training Program on all hours paid or owed for all classifications covered by this agreement.

B. The JATC shall consist of four (4) Employers appointed Trustees and four (4) Union appointed Trustees.

**ARTICLE XXX. LABOR MANAGEMENT COMMITTEE**

A. The Employers and the Union recognize the need to have a Labor-Management Committee that is established in conformity with the Labor-Management Cooperation Act. This Committee will be for the purpose of improving Labor Management relationships, job security, organizational effectiveness, enhancing economic development, industry advancement, and involving workers in decisions affecting their jobs including improving communication with respect to subjects of mutual interest and concern. The Union and the Employers have agreed to become part of the pre-existing Southern California Tradeshow Labor/Management Committee (LMC). This LMC currently has eight Trustees (four from the Union and four from the Southern California Tradeshow Contractors Association (SCTCA)). The LMC has agreed to a new Board of Trustees configuration as follows: Two appointed by the SCTCA; two appointed by management in the Northern California Region; two appointed by District Council 36 for Southern California; and two appointed by District Council 36 for Northern California. Two sub-committees will be set up, one for Southern and one for Northern California each with representation from Management and the Union.

B. Effective April 1, 2015 the contribution rate will be nine (\$0.09) cents per hour for each hour paid or owed. Payments are due and payable on or before the first day of the month following the month when the work performed and shall be considered delinquent if not paid by the tenth day of the month.

C. Effective April 1, 2015 three (\$0.03) cents per hour will go to the Painters and Allied Trades Labor Management Cooperation Initiative for each employee covered by this Agreement, for each hour worked or compensated for including vacation, sick leave and holidays.

Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement.

The Employer and Union agree during the term of this Agreement to be bound by and to the "Agreement and Declaration of Trust", as amended from time to time, establishing the Fund.

~~XXX~~

The Employer hereby designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors.

Contributions shall be made by the Employer not later than 10 days after the close of each calendar month with respect to all work weeks ending in such calendar month. The Employer shall remit to the Administrator of the LMCI using the same Employer Report Form and process used for all other funds in this contract.

**ARTICLE XXXI. DRESS AND HYGIENE STANDARDS.**

The Employer and the Union recognize the necessity of maintaining a dress code and minimal personal hygiene standards for the purposes of safety, insurance and customer service. In furtherance of this goal, the Employer and the Union agree to the following:

1. All employees are required to wear closed-toed work shoes, leather shoes, or tennis shoes while on duty. Sandals and clogs are prohibited.
2. All clothing at the start of the shift should be clean. All employees must wear shirts or T-Shirts with hemmed collars, bottoms and sleeves. All tank tops, open midriff tops and/or shirts with lewd or pornographic content or vulgar expletives are prohibited. Shirts with the name or logos of another Employer, other than the Employer for whom they are working on that day, are prohibited.
3. Safety equipment must be used or worn by the employee.
4. Personal hygiene must be maintained.
5. There shall be no smoking in prohibited areas.
6. Employees who do not comply with the above provisions are subject to discipline. Employees who are sent home under this provision shall not be entitled to minimum pay but will be entitled to pay for the hours actually worked.
7. The union shall furnish each employee with an appropriate photo identification badge to be properly displayed while working. Each Employer shall furnish A Company identification sticker to be properly displayed above the waist while working. Each Employer shall furnish a Company identification sticker to be properly affixed to the designated position on such badge while working for that employer.
8. The employer may require employees working as Forepersons or Leadpersons to wear Company furnished work clothing. All other employees shall not be required to wear Company furnished work clothing unless a specific requirement for a particular show or exhibit. In all circumstances work clothing shall be safe and appropriate for the job.

XXX

**ARTICLE XXXII. SICK LEAVE ORDINANCES**

To the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this contract.

To the fullest extent permitted, this Agreement shall operate to waive any provisions of the Healthy Workplaces, Healthy Families Act of 2014, California Labor Code §§245-49, and shall supersede and be considered to have fulfilled all requirements of said Act as presently written, and or amended during the life of this contract.

**ARTICLE XXXIII. TERMINATION OF CONTRACT**

A. The duration of this Agreement shall be for a period beginning April 1st, 2015 to March 31, 2018, and shall continue in full force and effect from year to year, except as hereinafter specified, unless terminated, amended, rewritten or cancelled, by either party serving notice in writing sixty (60) days previous to the expiration day, at which time the principals hereto shall notify each other, of any changes requested.

B. In the event that negotiations extend beyond the date of expiration of this Agreement, the terms of the present Agreement shall remain in effect until a new Agreement is signed and any alterations in wages, hours and working conditions shall be retroactive to the date of expiration.

ARTICLE XXXIV. SEPARABILITY CLAUSE.

In the event that any of the provisions of this Agreement shall be said to be in violation of any state or federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement.

FOR THE UNION

DISTRICT COUNCIL 36, SIGN, DISPLAY AND ALLIED CRAFTS LOCAL UNION NO. 510

SIGNATURE: Joseph B. Toback DATED: 5/14/15  
Joseph B. Toback, Business Representative

SIGNATURE: \_\_\_\_\_ DATED: \_\_\_\_\_  
Grant Mitchell, Business Manager

FOR THE EMPLOYER

COMPANY: FREEMAN EXPO  
SIGNATURE: Bill DATED: 5/14/15  
PRINT NAME: BILL KUEHNLE

APPENDIX A  
SIGN, DISPLAY & ALLIED CRAFTS LOCAL 510  
EMPLOYMENT OFFICE PROCEDURES FOR INSTALLERS

Location of Employment Office. Sign, Display & Allied Crafts Local 510, hereinafter called the "Union" shall maintain an employment office, presently at 250 Executive Park Boulevard, San Francisco, CA.

Purpose of Employment Office. The purpose of the employment office is to enable the Union, pursuant to its obligations under its collective bargaining Agreements, to furnish skilled and competent workers when requested to do so by an Employer.

Financing of the Employment Office. It is recognized that the operation of the employment office entails considerable expense to the Union. Members of the Union contribute to that expense through their Union dues. Since the employment office is available to members and non-members on an equal basis, justice requires that non-members contribute their fair share, by payment of a training fee in that amount payable by March 1st of each year.

Non-Discriminatory Standards. In carrying out the registration and dispatch procedures set forth below, the Union shall not discriminate either in favor of or against any individual by reason of his or her age, race, ethnicity, religion, disability, gender, sexual orientation, national origin or military status; nor shall the registration or dispatch of any individual be based upon, or in any way be affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of Union membership, policies or requirements, except to the extent that membership in the Union, or after the thirtieth (30th) day following the beginning of employment, shall be a condition of employment.

Registration.

A. Facilities. The Union shall maintain adequate registration facilities at the employment office.

B. Registration Lists. The Union shall maintain the following registration lists:

1. List A (Journeypersons) – Consists of: (i) persons who qualified for the A List before August 1, 2011; and (ii) persons who have fulfilled the Apprentices Program's requirements. These workers shall be listed in the order of their seniority as determined by the Union's Seniority Regulations set forth below.
2. List B: Consists only of individuals presently on such list who continue to meet the qualifications of the list. B List workers shall be dispatched in a non-discriminatory manner in accordance with Union policy.
3. List C: Consists of individuals not on the A or B List, who are available to work when workers on Lists A and B are not available for dispatch. C List workers shall be dispatched in a non-discriminatory manner in accordance with Union policy.

XXX



4. Extra Workers: Extras dispatched by the Union who have experience working under other crafts' agreements. Such extra workers shall be employed under the terms and conditions of this Agreement, shall be paid at the "B" rate and must be registered and dispatched by the Union
5. If an Employer hires from an outside source pursuant to Article III, Section A, it shall:
  - a. Verify with the Union no Journeypersons or Apprentices are available.
  - b. Notify the Union by email of its intention to hire from an outside source and provide the names of those to be hired within a reasonable time, as agreed upon by the parties.
  - c. Ensure that all employees performing work under this Agreement are properly registered with and dispatched by the Union.
  - d. Pay such employees in accordance with the appropriate classification as set forth in Article XV, Section D.
6. Apprentices: The JATC shall maintain a list of registered Apprentices.

C. Initial Registration. Any person wishing to register for List A or B shall provide proof to the Union that he/she meets the requirements of the particular list and shall, if not a member of the Union, pay the registration fee.

D. Seniority Regulations. Seniority for journeyperson installers (List A) shall be defined as preference in employment based on:

1. The first day dispatched to work as a Journeyperson Installer for an Employer signatory to the agreement with Local 510 which covers this classification of work.
2. Registration for work and availability for work.
3. Seniority is accrued after meeting all requirements of the Apprenticeship Program.
4. An Installer will lose seniority if not registered for dispatch and/or available for work in District Council No. 36.
5. Exception to the above shall be for illness, injury or service in the Armed Forces of the United States provided that the Union is given valid and adequate notification.
6. An Exhibit Display Journeyperson registered with Local 510 is currently placed on the bottom of the A List only after serving two (2) years as a full-time journeyperson in their craft, or after working the required hours as a properly dispatched Installer, or two (2) years' time served as a builder, helper or trainee (upon becoming a journeyperson builder.) The Joint Apprenticeship Training

xxx

Committee (JATC) may modify the requirements of this paragraph.

7. Outdoor or commercial journeypersons in good standing currently shall be eligible to go on the bottom of the Installer A List, if they have worked a minimum of two years' time as a journeyperson registered with Local 510 immediately prior to admittance. In order to maintain a position on the A List, said worker currently must successfully complete the Installer Training Program within one (1) year of his or her placement on the list. The JATC may modify the requirements of this paragraph.

#### Dispatch Procedures

A. Order-of-Dispatch for Journeypersons and Apprentices. The order of dispatch for journeypersons and Apprentices is as follows:

1. To the extent the employer does not designate the crew by name, the employment office shall first dispatch persons whose names are on List A and Apprentices. The dispatch from List A shall be by seniority by show, so that Journeypersons are not dispatched twice to the same show unless all Journeypersons who are available have already been dispatched once. Apprentices shall be dispatched under guidelines developed by the JATC.

2. If no persons on List A are available and more Journeypersons are needed, Journeypersons from lists maintained by other IUPAT Local Unions shall be dispatched if they are available to meet the needs of the show.

B. Order of Dispatch for List B. Thereafter, if more workers are needed, persons on List B shall be dispatched in a non-discriminatory manner in accordance with the Union's policies.

C. Order of Dispatch for List C. Thereafter, if more workers are needed, persons on List C shall be dispatched in a non-discriminatory manner in accordance with the Union's policies.

D. Failure to Report. An employee who accepts a dispatch and does not report for work as scheduled, shall fall to the bottom of the list for the subsequent dispatch. Except for emergencies, an employee who is unable to report for work as scheduled shall report this fact to the Employer's designated attendance call-in phone number at least two (2) hours prior to the scheduled start time. The Union dispatch office shall be furnished a list of Employer's call-in phone numbers and employees will be notified of such phone numbers by the Employer by posting or other suitable means.

E. Refusal of Dispatch. Any employee who refuses an offer of dispatch to a job, or is not available, must wait until his name comes up again on the list.

F. Layoff. The JATC will develop guidelines for layoff procedures for Apprentices.

Posting of Procedures. A copy of these procedures shall be posted at the employment office.

XXX

**APPENDIX B**  
**CONTINUING EDUCATION AND REVIEW PROGRAM**

**JOINT APPRENTICESHIP TRAINING COMMITTEE (JATC)**

1. The JATC will establish and maintain a continuing Journey level education program that includes appropriate required refresher courses as determined by the JATC. Successful completion of governmental or JATC required training programs, accreditation or certification shall be considered a necessary qualification for employment. A worker shall be recognized as a Journeyperson Installer if that worker can meet the requirements and can perform the work commonly associated with the Installer, or other such Journeyperson level, classification.

2. To insure the degree of competence and fitness to perform the required work the parties agree that if the skill and proficiency of a Journeyperson is questionable the following procedure may be initiated upon written complaint to the JATC by the Employer. (a) The JATC shall refer the matter to a joint review panel composed of an equal number of representatives from the Union and the Employer JATC Trustees or their designees. (b) Any Trustee who is employed by the Employer bringing the complaint must recuse himself from the panel and in participation in any decision by the JATC involving the complaint. (c) The Joint Review Panel shall investigate and determine the required remedial action to be taken. Such remedial action may include classroom training, on the job training or any other remedial training within the jurisdiction of the JATC. (d) The Joint Review Panel shall not have the authority to render anyone ineligible for dispatch. If the remedial action is not completed or the Employer is not satisfied that the remedial action has solved the problem, the Employer may request the Joint Review Panel to select a neutral person to make a determination as to (i) whether the Journeyperson shall be required to obtain further training before being eligible for dispatch, or (ii) shall no longer be eligible for dispatch until such time as the Journeyperson demonstrates to the satisfaction of the Joint Review Panel that he or she has the skill and proficiency of a Journeyperson. The decision of the neutral person will be binding and not subject to Article 8.

**APPENDIX C**  
**GRAPHICS TRAINEE PROGRAM**

The Employer shall establish a two (2) year Graphics Trainee curriculum consisting primarily of on the job training. Such program is subject to approval by the JATC prior to implementation and shall remain under the supervision of the JATC.

The first six (6) months shall be a probationary period during which a Trainee shall serve at will of the Employer and not subject to the terms and conditions of Article VIII Grievance Procedures.

During the next eighteen (18) months of service the Employer shall monitor a Trainees progress with documented review at least every three (3) months. Failure to satisfactorily pass a review or complete the curriculum within the two (2) year period may subject a Trainee to termination of employment. The Trainee may appeal the

XXX

termination to the JATC for review. The decision of the JATC shall be final and binding and is not subject to the grievance procedure under Article VIII of the Agreement. If majority of the JATC cannot reach a decision the JATC may then, at the request of either party to the Agreement (Labor or Management), refer the case to a neutral referee within ten (10) days for a final and binding decision.

The Trainee wage rate shall be as follows:

***First 6 months of employment:  
75% of Graphics Production Journeyperson Rate***

***Second 6 months of employment:  
80% of Graphics Production Journeyperson Rate***

***Third 6 months of employment:  
85% of Graphics Production Journeyperson Rate***

***Fourth 6 months of employment:  
90% of Graphics Production Journeyperson Rate***

***Thereafter:  
Full Graphics Production Journeyperson Rate***

At the sole discretion of the Employer, a Trainee may progress through the wage scale at an accelerated rate. Existing employees under the Collective Bargaining Agreement shall not suffer a reduction in wages when accepted into this program.

#### **APPENDIX D** **DRUG-FREE WORKPLACE POLICY**

##### **INTRODUCTION**

Convention Services Employers (the "Employer") and Sign Display & Allied Crafts Local Union 510 (the "Union") are committed to providing a safe and productive work environment for all employees. This policy is to ensure that all employees of the Company work in an environment free of the effects of illegal drug use and the abuse or misuse of legal drugs and alcohol. The Companies and the Union recognize that such use, abuse or misuse of drugs and alcohol can lead to serious physical and mental health problems.

The Companies and the Union recognize that early recognition and treatment of substance abuse is the key to successful rehabilitation. Employees are strongly encouraged to use, on a voluntary and confidential basis, the Members Assistance Program ("MAP/EAP"). Employees who undergo counseling or treatment remain subject to the same job performance and behavior standards as all other employees, and those who fail to meet those standards are subject to appropriate disciplinary action. This policy applies equally to all bargaining unit employees.

~~XXX~~

## ADMINISTRATIVE GUIDELINES

### 1. Prohibited Conduct

All employees are prohibited from:

- 1) Using, possessing, manufacturing, distributing or selling illegal drugs on all properties which the Company owns, leases or is under contract to use, on Company business in Company-supplied vehicles or vehicles being used for Company business or during working hours;
- 2) Being under the influence of illegal drugs or having a blood alcohol content ("BAC") of .04% or above during working hours, while on Company property, Company business, in Company-supplied vehicles or vehicles being used for Company business;
- 3) Possessing and/or storing unsealed containers of alcohol on Company property, Company-supplied vehicle or vehicle used for Company business or while on Company business;
- 4) Failing to follow all physician, manufacture or package insert directions when taking prescription or over-the-counter drugs. It is the employee's responsibility to determine from his or her physician whether a prescribed drug may impair safe job performance. The proper use of medication prescribed by an Employee's physician is not prohibited.
- 5) Failing to notify the Company of any arrest, plea or conviction for the use of drugs or alcohol arising out of an incident 1) in the workplace 2) while conducting Company business or 3) which adversely affects the Employee's ability to perform his/her job responsibilities. This includes any arrest, plea or conviction related to an Employee's continued right to operate a motor vehicle, if the operation of a vehicle is part of the employee's job responsibilities.
- 6) Failing to pass any required drug and/or alcohol test as mandated by this policy;
- 7) Refusing to cooperate fully in any aspect of the testing process or related procedures. "Refusing to cooperate" under this provision is defined as:
  - a) Failure to provide an adequate breath or urine sample for testing without a valid medical reason;
  - b) Engaging in conduct that obstructs the testing process, including but not limited to:
    - Refusal to test;
    - Failure to promptly report an accident in which they were involved;
    - Failure to sign consent and chain-of-custody forms;

~~XXX~~

- Failure to report to the testing site within the time allocated;
- Failure to cooperate with the testing personnel; and
- Failure to remain readily available for a post-accident test.
- Dilution or tampering with any sample used in the testing process

8) Failure to successfully complete any requirements of the evaluation and rehabilitation process required by the MAP/EAP.

## 2. Testing

The goal of the Drug-Free Workplace Policy is to provide help for our employees who have drug and alcohol problems while ensuring that our workplace is operating safely and efficiently. Testing for drugs and/or alcohol may be required, in certain circumstances, under this program. The methods used to determine the presence of alcohol and/or drugs shall be urine and/or breath testing.

The Company may require tests for the presence of illegal drugs and/or alcohol in an employee's system in the following circumstances:

- **Reasonable Suspicion Drug and/or Alcohol Testing**

The determination that reasonable suspicion exists must be made by a trained management representative, a trained Union foreperson and the trained Union Steward and must be based on specific, contemporaneous, articulable and documentable observations concerning the appearance, behavior, breath, smell or speech of the Employee.

- **Post-Accident Drug and/or Alcohol Testing**

Employees who are at fault in a job-related accident which results in injury to persons or serious damage to equipment or property, including accidents involving company vehicles, machinery and/or equipment, are required to take a post-accident drug and alcohol test. The employee must remain readily available at the medical facility, work site or site of the accident for the purpose of submitting to the drug and/or alcohol test.

- **No Random Drug and/or Alcohol Testing**

Employees will not be subject to random drug testing, except as may be provided by return-to-work conditions established by the MAP/ EAP.

- **Union Representation**

An employee may request that his/her job steward be present during any questioning in connection with the determination by the Company that drug or alcohol testing is to be required. If the job steward is not available, the employee may request that the alternate steward or another Union member be present

~~XXX~~

### **3. Collection and Testing Procedures**

The Company wants to ensure that the collection and testing procedures are conducted through a scientifically valid program to insure fairness, scientific accuracy and the highest integrity in the process. As such, the Company and Union adopt the Department of Transportation's (DOT) anti-drug and alcohol processes as contained in 49 C.F.R., Section 40. Under this program an independent DOT-approved laboratory will test by way of urine collection for the presence of five illegal drugs, namely, amphetamines, marijuana, cocaine, opiates (heroin) and phencyclidine (PCP). The laboratory will further test for the presence of alcohol by taking breath samples through the use of a DOT-approved Breathalyzer. Section 4, below, shall govern drug and alcohol violation rates. In addition, to insure fairness and integrity in the process, the DOT-approved collection and chain of custody procedures, Medical Review Officer review, Substance Abuse Professional review and split sample testing will also be adopted by Company as part of this program. A full description of these procedures is available from either the Company or the Union, at the employee's request.

- **Chain of Custody**

When a specimen is obtained, the container or test tube(s) will remain in full view of the Employee and must be sealed, labeled, and initialed by the Employee. From that time on the specimen container shall never be handled by any employee of the Company or Union Member.

- **Confidentiality**

Company managers and supervisors are to restrict communications concerning test results of this procedure to persons who have an absolute need to know. The test results are to be reported to an appointed manager or supervisor, and all files are to be kept confidential and locked in accordance with established procedures.

### **4. Evaluation and Violation Rates**

All Employees will be tested based upon the following violation rate standards:

- **Alcohol** –BAC of .04% or above

- **Illegal Drugs**

Amphetamines	500	ng/ml	
Cocaine	150	ng/ml	
Marijuana		150	ng/ml
Opiates	2000	ng/ml	
Phencyclidine	25	ng/ml	

Any Employee who tests at or over these cutoff levels for drugs or alcohol or engages in any of the prohibited conduct as outlined in this Policy has violated this Policy.

~~XXX~~

## **5. Consequences for Violation of this Policy**

Except for conduct described in Section 6, "Grounds for Immediate Termination," an employee who violates this Policy shall be given the opportunity to enter into EAP/MAP recommended Continued Employment Agreement ("CEA"). The CEA will obligate the employee, as a condition of retaining his or her job to:

- Successfully complete treatment and counseling as prescribed by the MAP/EAP, including passage of a return-to-work drug and alcohol test;
- Abide by all Company employment policies and work rules, including, but not limited to, all provisions of the Drug-Free Workplace Policy, and
- Be subject to additional drug and alcohol tests during the period of the CEA, as determined by the MAP/EAP.

Any employee who violates any of the conditions of the CEA or fails a second drug or alcohol test may be automatically terminated from employment. An individual may approach the Union following termination, if he/she possesses an MAP/EAP recommendation and a timely successful passage of a return to work drug and alcohol test, to request that the Union set a meeting with the Employer to discuss the potential return to work of such Individual.

## **6. Grounds for Immediate Termination**

Engaging in the following conduct shall be grounds for immediate termination, although the Employer, in its discretion, may choose to impose different discipline, including referral to the MAP/EAP.

- Using, possessing, manufacturing, distributing or selling illegal drugs on all properties which the Company owns, leases or is under contract to use, on Company business, in Company-supplied vehicles or vehicles being used for Company business or during working hours;
- Possessing and/or storing unsealed containers of alcohol on Company property, in a Company-supplied vehicle or vehicle used for Company business or while on Company business;
- Operation of any machinery or equipment, including automobiles, while under the influence of illegal drugs or having a BAC of .04% or above in any test following the operation of such machinery, equipment, or vehicle;
- Refusing to cooperate fully in any aspect of the testing process or related procedures, as defined under Section 1, above;

## **7. Amendments**

The JATC may make recommendations from time to time regarding amendments to this Policy. The parties shall give due consideration to such recommendations. Amendments may be made to this Policy only by mutual agreement of the parties who negotiated this P

~~XXX~~



**APPENDIX E – WAGES/BENEFITS/EMPLOYER  
CONTRIBUTIONS/DEDUCTIONS  
See 9 Rate PDF's attached to this email**

~~39~~

**Trade Show and Convention Installer Agreement**  
**Wages/ Benefits/Employer Contributions/Deductions**  
**Effective April 1, 2015 to March 31, 2016**  
**INSTALLER**

Classification			Wages	Wages	Wages	Employer	Employer	Employer	Employer	Employer	Deduction	Deduction	Total Package
			38.65	7.0%	Rate	Contribution	Contribution	Contribution	Contribution	Contribution		Administrative	Wages+Vac/Hol+Medical+
			Base Rate	Vac/Hol	+Vac/Hol	Medical	Pension	JATC	LMC	LMCI	Pac/Promo	Dues	Pension+JATC+LMC+LMCI
		<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>
Journey person	A	ST	38.65	2.71	41.36	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	60.64
		OT	57.98	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	77.26
		DT	77.30	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	96.58
Foreperson	plus	11% ST	42.90	3.00	45.90	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	65.18
		OT	64.35	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	83.63
		DT	85.80	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	105.08
Lead/hightime Swing Stage Riggers	plus	10% ST	42.52	2.98	45.50	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	64.78
		OT	63.78	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	83.06
		DT	85.04	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	104.32
B List	70%	ST	27.06	na	na	11.80	6.65	0.71	0.09	0.03	na	\$1.00 per hour	46.34
		OT	40.59	na	na	11.80	6.65	0.71	0.09	0.03	na	\$1.00 per hour	59.87
		DT	54.12	na	na	11.80	6.65	0.71	0.09	0.03	na	\$1.00 per hour	73.40
C List	55%	ST	21.26	na	na	11.80	na	0.71	0.09	0.03	na	\$1.00 per hour	33.89
		OT	31.89	na	na	11.80	na	0.71	0.09	0.03	na	\$1.00 per hour	44.52
		DT	42.52	na	na	11.80	na	0.71	0.09	0.03	na	\$1.00 per hour	55.15

**Trade Show and Convention Installer Agreement**  
**Wages/ Benefits/Employer Contributions/Deductions**  
**Effective April 1, 2016 to March 31, 2017**  
**INSTALLER**

Classification	Wages Base Rate	Wages 7.0% Vac/Hol	Wages Rate +Vac/Hol	Employer Contribution Medical	Employer Contribution Pension	Employer Contribution JATC	Employer Contribution LMC	Employer Contribution LMCI	Deduction Pac/Promo	Deduction Administrative Dues	Total Package Wages+Vac/Hol+Medical+ Pension+JATC+LMC+LMCI		
												Per hour	Per hour
Journey person	A	ST	39.75	2.78	42.53	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	62.41
		OT	59.63	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	79.51
		DT	79.50	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	99.38
Foreperson	plus	11% ST	44.12	3.09	47.21	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	67.09
		OT	66.18	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	86.06
		DT	88.24	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	108.12
Lead/nighttime Swing Stage Riggers	plus	10% ST	43.73	3.06	46.79	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	66.67
		OT	65.60	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	85.48
		DT	87.46	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	107.34
B List	70%	ST	27.83	na	na	11.90	7.15	0.71	0.09	0.03	na	\$1.00 per hour	47.71
		OT	41.75	na	na	11.90	7.15	0.71	0.09	0.03	na	\$1.00 per hour	61.63
		DT	55.66	na	na	11.90	7.15	0.71	0.09	0.03	na	\$1.00 per hour	75.54
C List	55%	ST	21.86	na	na	11.90	na	0.71	0.09	0.03	na	\$1.00 per hour	34.59
		OT	32.79	na	na	11.90	na	0.71	0.09	0.03	na	\$1.00 per hour	45.52
		DT	43.72	na	na	11.90	na	0.71	0.09	0.03	na	\$1.00 per hour	56.45

**Trade Show and Convention Installer Agreement**  
**Wages/ Benefits/Employer Contributions/Deductions**  
**Effective April 1, 2017 to March 31, 2018**  
**INSTALLER**

Classification			Wages	Wages	Wages	Employer	Employer	Employer	Employer	Employer	Deduction	Deduction	Total Package
			40.55	7.0%	Rate	Contribution	Contribution	Contribution	Contribution	Contribution	Pac/Promo	Administrative	Wages+Vac/Hol+Medical+
			Base Rate	Vac/Hol	+Vac/Hol	Medical*	Pension*	JATC	LMC	LMCI		Dues	Pension+JATC+LMC+LMCI
			Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour		Per hour
Journey person	A	ST	40.55	2.84	43.39	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	63.87
		OT	60.83	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	81.31
		DT	81.10	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	101.58
Foreperson	plus	11% ST	45.01	3.15	48.16	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	68.64
		OT	67.52	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	88.00
		DT	90.02	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	110.50
Lead/hightime Swing Stage Riggers	plus	10% ST	44.61	3.12	47.73	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	68.21
		OT	66.92	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	87.40
		DT	89.22	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	109.70
B List	70%	ST	28.39	na	na	12.00	7.65	0.71	0.09	0.03	na	\$1.00 per hour	48.87
		OT	42.59	na	na	12.00	7.65	0.71	0.09	0.03	na	\$1.00 per hour	63.07
		DT	56.78	na	na	12.00	7.65	0.71	0.09	0.03	na	\$1.00 per hour	77.26
C List	55%	ST	22.30	na	na	12.00	na	0.71	0.09	0.03	na	\$1.00 per hour	35.13
		OT	33.45	na	na	12.00	na	0.71	0.09	0.03	na	\$1.00 per hour	46.28
		DT	44.60	na	na	12.00	na	0.71	0.09	0.03	na	\$1.00 per hour	57.43

\* In the contract year beginning April 1, 2017: an additional \$.25 shall be available for either Health Insurance or Pension Benefits at the election of the Union. The Union shall give 30 days notice before any change in benefits allocation is made.

**Trade Show and Convention Installer Agreement**  
**Wages/ Benefits/Employer Contributions/Deductions**  
**Effective April 1, 2015 to March 31, 2016**  
**APPRENTICE**

Classification	Level		Wages			Employer	Employer	Employer	Employer	Employer	Deduction	Deduction	Total Package
			38.65	7.0%	Wages	Contribution	Contribution	Contribution	Contribution	Contribution			
			Base Rate	Vac/Hol	+Vac/Hol	Medical	Pension	JATC	LMC	LMCI	Pac/Promo	Administrative	Wages+Vac/Hol+Medical+
			Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Dues	Pension+JATC+LMC+LMCI
Apprentice	1	60% ST	23.19	1.62	24.81	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	44.09
		OT	34.79	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	54.07
		DT	46.38	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	65.66
Apprentice	2	67% ST	25.90	1.81	27.71	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	46.99
		OT	38.85	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	58.13
		DT	51.80	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	71.08
Apprentice	3	74% ST	28.60	2.00	30.60	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	49.88
		OT	42.90	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	62.18
		DT	57.20	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	76.48
Apprentice	4	81% ST	31.31	2.19	33.50	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	52.78
		OT	46.97	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	66.25
		DT	62.62	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	81.90
Apprentice	5	88% ST	34.01	2.38	36.39	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	55.67
		OT	51.02	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	70.30
		DT	68.02	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	87.30
Apprentice	6	95% ST	36.72	2.57	39.29	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	58.57
		OT	55.08	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	74.36
		DT	73.44	na	na	11.80	6.65	0.71	0.09	0.03	0.05	(2% of gross pay)	92.72

212

**Trade Show and Convention Installer Agreement**  
**Wages/ Benefits/Employer Contributions/Deductions**  
**Effective April 1, 2016 to March 31, 2017**  
**APPRENTICE**

Classification	Level		Wages	Wages	Wages	Employer	Employer	Employer	Employer	Employer	Deduction	Deduction	Total Package
			39.75 Base Rate	7.0% Vac/Hol	Rate +Vac/Hol	Contribution Medical	Contribution Pension	Contribution JATC	Contribution LMC	Contribution LMCI	Pac/Promo	Administrative Dues	Wages+Vac/Hol+Medical+ Pension+JATC+LMC+LMCI
			<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>
Apprentice	1	60% ST	23.85	1.67	25.52	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	45.40
		OT	35.78	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	55.66
		DT	47.70	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	67.58
Apprentice	2	67% ST	26.63	1.86	28.49	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	48.37
		OT	39.95	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	59.83
		DT	53.26	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	73.14
Apprentice	3	74% ST	29.42	2.06	31.48	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	51.36
		OT	44.13	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	64.01
		DT	58.84	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	78.72
Apprentice	4	81% ST	32.20	2.25	34.45	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	54.33
		OT	48.30	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	68.18
		DT	64.40	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	84.28
Apprentice	5	88% ST	34.98	2.45	37.43	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	57.31
		OT	52.47	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	72.35
		DT	69.96	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	89.84
Apprentice	6	95% ST	37.76	2.64	40.40	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	60.28
		OT	56.64	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	76.52
		DT	75.52	na	na	11.90	7.15	0.71	0.09	0.03	0.05	(2% of gross pay)	95.40

## Trade Show and Convention Installer Agreement

### Wages/ Benefits/Employer Contributions/Deductions

Effective April 1, 2017 to March 31, 2018

#### APPRENTICE

Classification	Level		Wages			Employer	Employer	Employer	Employer	Employer	Deduction	Deduction	Total Package
			40.55	7.0%	Rate	Contribution	Contribution	Contribution	Contribution	Contribution	Pac/Promo	Administrative	Wages+Vac/Hol+Medical+
			Base Rate	Vac/Hol	+Vac/Hol	Medical*	Pension*	JATC	LMC	LMCI		Dues	Pension+JATC+LMC+LMCI
			<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>		<i>Per hour</i>
Apprentice	1	60% ST	24.33	1.70	26.03	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	46.51
		OT	36.50	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	56.98
		DT	48.66	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	69.14
Apprentice	2	67% ST	27.17	1.90	29.07	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	49.55
		OT	40.76	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	61.24
		DT	54.34	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	74.82
Apprentice	3	74% ST	30.01	2.10	32.11	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	52.59
		OT	45.02	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	65.50
		DT	60.02	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	80.50
Apprentice	4	81% ST	32.85	2.30	35.15	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	55.63
		OT	49.28	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	69.76
		DT	65.70	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	86.18
Apprentice	5	88% ST	35.68	2.50	38.18	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	58.66
		OT	53.52	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	74.00
		DT	71.36	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	91.84
Apprentice	6	95% ST	38.52	2.70	41.22	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	61.70
		OT	57.78	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	78.26
		DT	77.04	na	na	12.00	7.65	0.71	0.09	0.03	0.05	(2% of gross pay)	97.52

\* In the contract year beginning April 1, 2017: an additional \$.25 shall be available for either Health Insurance or Pension Benefits at the election of the Union. The Union shall give 30 days notice before any change in benefits allocation is made.

**Trade Show and Convention Installer Agreement**  
**Wages/ Benefits/Employer Contributions/Deductions**  
**Effective April 1, 2015 to March 31, 2016**  
**REGULAR**

Classification	Wages			Employer Contribution	Employer Contribution	Employer Contribution	Employer Contribution	Employer Contribution	Deduction	Deduction	Total Package	
	41.21 Base Rate	7.0% Vac/Hol	Rate +Vac/Hot	Medical	Pension	JATC	LMC	LMCI	Pac/Promo	Administrative Dues	Wages+Medical+Pension +JATC+LMC+LMCI	
	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	
Journeyperson	ST	41.21	na	na	10.55	5.85	0.71	0.09	0.03	0.05	(2% of gross pay)	58.44
	OT	61.82	na	na	10.55	5.85	0.71	0.09	0.03	0.05	(2% of gross pay)	79.05
	DT	82.42	na	na	10.55	5.85	0.71	0.09	0.03	0.05	(2% of gross pay)	99.65
Foreperson plus 11%	ST	45.74	na	na	10.55	5.85	0.71	0.09	0.03	0.05	(2% of gross pay)	62.97
	OT	68.61	na	na	10.55	5.85	0.71	0.09	0.03	0.05	(2% of gross pay)	85.84
	DT	91.48	na	na	10.55	5.85	0.71	0.09	0.03	0.05	(2% of gross pay)	108.71
Lead/hightime Swing Stage Riggers plus 10%	ST	45.33	na	na	10.55	5.85	0.71	0.09	0.03	0.05	(2% of gross pay)	62.56
	OT	68.00	na	na	10.55	5.85	0.71	0.09	0.03	0.05	(2% of gross pay)	85.23
	DT	90.66	na	na	10.55	5.85	0.71	0.09	0.03	0.05	(2% of gross pay)	107.89

512



**Trade Show and Convention Installer Agreement**  
**Wages/ Benefits/Employer Contributions/Deductions**  
**Effective April 1, 2016 to March 31, 2017**  
**REGULAR**

Classification	Wages			Employer Contribution	Employer Contribution	Employer Contribution	Employer Contribution	Employer Contribution	Deduction	Deduction	Total Package	
	42.31	7.0%	Rate	Medical	Pension	JATC	LMC	LMCI	Pac/Promo	Administrative	Wages+Medical+Pension	
	Base Rate	Vac/Hol	+Vac/Hol							Dues	+JATC+LMC+LMCI	
	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>		<i>Per hour</i>	
Journey person	ST	42.31	na	na	10.65	6.35	0.71	0.09	0.03	0.05	(2% of gross pay)	60.14
	OT	63.47	na	na	10.65	6.35	0.71	0.09	0.03	0.05	(2% of gross pay)	81.30
	DT	84.62	na	na	10.65	6.35	0.71	0.09	0.03	0.05	(2% of gross pay)	102.45
Foreperson	plus 11% ST	46.96	na	na	10.65	6.35	0.71	0.09	0.03	0.05	(2% of gross pay)	64.79
	OT	70.44	na	na	10.65	6.35	0.71	0.09	0.03	0.05	(2% of gross pay)	88.27
	DT	93.92	na	na	10.65	6.35	0.71	0.09	0.03	0.05	(2% of gross pay)	111.75
Lead/hightime Swing Stage Riggers	plus 10% ST	46.54	na	na	10.65	6.35	0.71	0.09	0.03	0.05	(2% of gross pay)	64.37
	OT	69.81	na	na	10.65	6.35	0.71	0.09	0.03	0.05	(2% of gross pay)	87.64
	DT	93.08	na	na	10.65	6.35	0.71	0.09	0.03	0.05	(2% of gross pay)	110.91

**Trade Show and Convention Installer Agreement**  
**Wages/ Benefits/Employer Contributions/Deductions**  
**Effective April 1, 2017 to March 31, 2018**  
**REGULAR**

Classification	Wages		Wages	Employer	Employer	Employer	Employer	Employer	Deduction	Deduction	Total Package	
	43.11	7.0%	Rate	Contribution	Contribution	Contribution	Contribution	Contribution		Administrative	Wages+Medical+Pension	
	Base Rate	Vac/Hol	+Vac/Hol	Medical*	Pension*	JATC	LMC	LMCI	Pac/Promo	Dues	+JATC+LMC+LMCI	
	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour	Per hour		Per hour	
Journey person	ST	43.11	na	na	10.75	6.85	0.71	0.09	0.03	0.05	(2% of gross pay)	61.54
	OT	64.67	na	na	10.75	6.85	0.71	0.09	0.03	0.05	(2% of gross pay)	83.10
	DT	86.22	na	na	10.75	6.85	0.71	0.09	0.03	0.05	(2% of gross pay)	104.65
Foreperson	plus 11% ST	47.85	na	na	10.75	6.85	0.71	0.09	0.03	0.05	(2% of gross pay)	66.28
	OT	71.78	na	na	10.75	6.85	0.71	0.09	0.03	0.05	(2% of gross pay)	90.21
	DT	95.70	na	na	10.75	6.85	0.71	0.09	0.03	0.05	(2% of gross pay)	114.13
Lead/nighttime Swing Stage Riggers	plus 10% ST	47.42	na	na	10.75	6.85	0.71	0.09	0.03	0.05	(2% of gross pay)	65.85
	OT	71.13	na	na	10.75	6.85	0.71	0.09	0.03	0.05	(2% of gross pay)	89.56
	DT	94.84	na	na	10.75	6.85	0.71	0.09	0.03	0.05	(2% of gross pay)	113.27

\* In the contract year beginning April 1, 2017: an additional \$.25 shall be available for either Health Insurance or Pension Benefits at the election of the Union. The Union shall give 30 days notice before any change in benefits allocation is made.

## Attachment 13: Broadcast Services Work

(Admin code 21C.9)

the Collective Bargaining Agreement between Mira Mobile Television, Inc. and KELLEYCORE, and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and its Local 119 / Bay Area Freelance Association in effect from April 1, 2014 to March 31, 2017



**Table of Contents**

	<b>Page</b>
Recognition, Jurisdiction, and Application of Agreement .....	1
Union Security .....	2
Management Rights.....	3
Hiring.....	3
Discipline and Discharge .....	4
No Discrimination.....	5
No Strike, No Lock Out .....	5
Stewards .....	6
Access.....	6
Grievance and Arbitration.....	6
Minimum Conditions .....	7
Multiple Events .....	8
Meal Periods.....	9
Rest Periods.....	9
Cancelled Calls.....	10
Parking.....	11
Holidays.....	11
Payment of Wages.....	11
Crafts .....	12
Working out of Classification and Extra Duty .....	17
Safety and Health .....	17
Training and New Technology.....	18
Travel.....	19

Labor/Management Committee .....	20
Health and Welfare.....	20
Severability and Savings .....	21
Entire Agreement .....	21
Term of Agreement .....	21
<i>Appendix A</i> .....	21
<i>Side Letter# 1 – Training Fund</i> .....	23
<i>Side Letter #2 – Sick Leave</i> .....	24
<i>Side Letter #3 – Board Show</i> .....	25
<i>Side Letter #4 – CSN No Strike</i> .....	26
<i>Side Letter #5 – Dispatch Agreement</i> .....	27

This Agreement is made and entered into as of the last date executed below by the parties to the Agreement and shall be deemed effective pursuant to paragraph 29, below. **The parties to the Agreement are MIRA Mobile Television, Inc. (MIRA), and KELLEYCORE d/b/a SAMMCO, Collectively referred to as "Employer" and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, Its Territories, and Canada, AFL-CIO, CLC, and its Local 119 / Bay Area Freelance Association (BAFA), all collectively representing employees subject to this Agreement and hereafter referred to as "IATSE" or "Union".**

## **1. Recognition, Jurisdiction, and Application of Agreement**

1.1. The Employer hereby recognizes IATSE as the sole and exclusive bargaining representative and agent for all freelance employees in the job classifications described below in connection with live broadcasting or recording of events in Northern California.

1.2. **Inclusions:** Technical Director (TD), Audio Mixer (A1), Audio Assistant (A2), Specialty Microphone Operator (A3), Video Controller (V1), Assistant Video Controller (V2), Video Tape Operator (VTR), Digital Disk Recorder Operator (DDR), Camera Operator (Directly or Remotely Operated), Utility Technician, Radar Gun Operator, Graphics Coordinator, Graphics Operator, Stage Manager, Assistant Director (Phone AD, Tape AD), Time Out Coordinator (Red Hat TOC), Score Box Operator, Statistician (Stat), Runners, Trainees and others who are in similar technical crew positions. Such covered individuals are referred to herein as the "employees".

1.3. **Exclusions:** All other persons and categories are excluded, such as mobile unit engineering personnel, maintenance personnel (e.g., Maintenance Engineers), transportation personnel (e.g., Drivers, Driver-Technicians) clerical personnel (e.g., Messengers), management/supervisory personnel (e.g. Unit Managers, Technical Managers), and security personnel.

1.4. The Agreement shall be applicable to all employees working in Northern California to perform work on sporting events within the job classifications or categories contained herein. For non-sporting events subject to this Agreement the Employer shall meet and confer with a designated representative of the IATSE to determine rates of pay, working conditions and other conditions specifically related to that event. The wage scales and working condition provisions of this Agreement shall be minimums and employees shall not be precluded from obtaining "better conditions" than those outlined in this Agreement. Any employee enjoying such better conditions shall not have their wages or working conditions reduced as a consequence of this Agreement.

1.5. It is understood that the business of MIRA is to provide mobile remote production equipment and/or related services to its client television broadcast/transmission companies pursuant to the request of the client companies. Client companies determine the nature and extent of the labor services. All parties understand that SAMMCO is in the business of acting as a facilitator for assembling the labor necessary for MIRA to

successfully meet its Client company contractual obligations, receiving wage payments from MIRA for the employees working on Client company contracts, generating payroll reports consistent with this Agreement and properly administering the payroll to the employees based on the terms of this agreement, which includes properly withholding all applicable taxes, proper deductions and union dues.

1.6. Listing of the above classifications is not intended to create individual or collective, exclusive jurisdictions, staffing requirements or manning requirements. There is full interchange of duties and cooperation among the crew, and also between the crew and other personnel who are involved in or responsible for the production.

## 2. Union Security

2.1. Within thirty (30) calendar days of initial hire of any employee covered by this Agreement, SAMMCO shall notify Local 119 of the name, address, social security number, date of hire, classification, dates of employment and gross wages earned by each employee on an ongoing basis. Any employee who is engaged by the Employer within the above-described bargaining unit for a cumulative (may be non-consecutive) total of thirty (30) actual work days within any two consecutive calendar years is required, as a condition of continued employment, to meet the financial obligations of Union membership in Local 119, such amount not to exceed the amount of dues and initiation fees normally required by Local 119 for members. Any employee who fails to comply with the above obligations within two weeks after having received an appropriate written notice of delinquency from the Union (with copy to the Employer) shall be deemed ineligible for future engagements by the Employer. Written Notice of such ineligibility shall be given by the Union to MIRA and SAMMCO, with a copy to the employee.

2.2. The Employer agrees that it will deduct Union dues payments from all wages earned by employees covered by this Agreement. All parties understand and agree that SAMMCO shall be responsible for making the deductions as part of its obligation to administer payroll for the employees. Local 119 shall notify SAMMCO of the percentage of gross wages owed, and will maintain a signed dues deduction authorization form for each employee. Local 119 will make such authorizations available to the Employer effective with the start date of this Agreement, and thereafter on an annual basis. Local 119 will also submit to the Employer, on an ongoing basis, a list of all employees who have chosen to withdraw their authorization of said check-off forms.

2.3. The foregoing obligations are to be interpreted and applied consistent with applicable law. IATSE Local 119 shall indemnify and hold harmless against any claims or liability arising from the Employer's compliance with any request to terminate an employee pursuant to paragraph (A) above. IATSE shall also indemnify and hold MIRA harmless against any claims or liability arising from the Employer's obligation to deduct union dues from employees' wages based on the information from IATSE in SAMMCO's possession at the time SAMMCO makes the payroll deduction.

2.4. The Employer may not subcontract with third parties for the performance of work within the scope of this Agreement unless, the Employer and Union determine that insufficient qualified freelancers are available in the market, or special skills or equipment is needed and cannot be supplied by the Employer. Thirty (30) days prior to implementing



substantive changes in past practices with respect to staffing/manning requirements or to subcontracting the Employer shall give notice of such intended changes and the opportunity to discuss the situation with IATSE prior to implementation. The requirements of this paragraph are not applicable to subcontracting caused by equipment limitations.

### **3. Management Rights**

**3.1** The Union recognizes the Employer's inherent and traditional right to manage their business, to direct the work force needed to adequately and properly staff the client company contracts, and to establish and modify the terms and conditions of the employee's employment, except as such right is expressly limited by specific provisions of this Agreement. The exercise of these management rights is vested exclusively with the Employer in order to satisfy their individual business obligations as those obligations relate to this Agreement. All matters not specifically and expressly controlled by language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as MIRA and SAMMCO from time to time may determine is applicable to their own individual business needs.

**3.2** Specifically, and without limiting the generality of the foregoing, the Employer has the sole exclusive right:

**3.2.1** To hire, suspend, transfer, promote, demote and discipline employees and to maintain and improve their discipline and efficiency;

**3.2.2** To lay-off, terminate, or otherwise relieve employees from duty;

**3.2.3** To eliminate, change or consolidate jobs;

**3.2.4** To install new jobs;

**3.2.5** To direct the method and process of doing work, and to introduce new and improved work methods or equipment;

**3.2.6** To determine the location where work is to be performed;

**3.2.7** To determine the starting and quitting times, the time for lunch and rest breaks, the number of hours to be worked, and the workweek;

**3.2.8** To make and modify rules and regulations that the Employer deems necessary for the conduct of its business and to require their observance.

### **4. Hiring**

**4.1.** To the extent that the Employer is in need of qualified persons to perform work covered by this Agreement, it will give preference of employment to employees registered for work with the Union.

**4.2.** The Union shall maintain a hire list based on fair and equal criteria applied uniformly to each registrant.

4.3. The Employer and the Union agree that qualified, experienced personnel shall staff all positions, unless training arrangements have been made in advance.

4.4. In the event the client company makes a specific request for an individual, that individual shall be (if available) dispatched to that job regardless of the employee's position on the hire list.

4.5. If a person is moved within or removed from a Client/Employers' request list, the employee shall be notified of such change within ten days from the receipt of such list. The Employer shall notify all client companies that all requests for assignment of specific employees shall be sent to the Employer and the Union's Business Agent, or designee, in writing. The Union's Business Agent or designee shall contact the effected employee of any substantive change as it relates to a change in placement on a client/employer request list.

4.6. Any employee filling a position, for a NCAA division 1 event or above, in which they were called by name, shall be paid not less than the highest contract scale for that position.

4.7. Employees who are hired and transported into the jurisdiction covered by this Agreement by a visiting production, as part of their core crew, shall not be required to be listed on the Local 119's Preference of Employment list and shall not be considered non-compliant hires.

4.8. The Union agrees that it is and will continue to be an open union and that it will keep its membership roles open and will admit to membership all eligible employees engaged by the Employer. The Union agrees not to impose any fees in excess of the maximum fees required of members of the Union upon eligible employees of the Employer who wish to join the Union or wish to be represented by the Union.

4.9. If an employee has been offered an event to work and the employee confirms that assignment, the employee may not cancel unless a mutually satisfactory replacement is found. It is the responsibility of the employee to find the replacement. This article shall not apply to cancellations due to medical or other emergency. If the Employer agrees to accept responsibility for the substitution, no further action is required on behalf of the employee.

## **5. Discipline and Discharge**

5.1. Employees are subject to the Employer Policies outlined in either the SAMMCO Employee Standards and Practices Manual, or MIRA's employee handbooks where applicable and to the extent one exists. A copy of such handbooks will be published and distributed to each employee covered by this agreement.

5.2. The Employer maintains the right to make and modify (through the Labor Management Committee) reasonable work and conduct rules and require their observance.

**5.3** Employees may be disciplined, up to and including suspension of duties. The Employer shall send a "Notice of Discipline Letter" to the Union for infraction of the Employer's rules including, but not limited to the following:

- Abusive or inappropriate behavior to include harassment
- Not working effectively with other crew members
- Not working effectively with Employer client representatives
- Excessive cancellation (outside of stated policy)
- Failure to arrive on time and ready to work

**5.4** Employees may be terminated by the Employer by sending a "Do Not Dispatch Letter" to the Union for serious or repeated infractions of the applicable Employer's rules including but not limited to the following:

- Violation of the Employer's Drug and Alcohol Policy
- Violent or abusive behavior to include harassment
- Excessive Tardiness
- Stealing or Theft of any kind
- Willful destruction of property
- Revocation of the individual's facility credential (for that building only)
- Not performing work as assigned.

**5.5** The Union agrees that the issuance of "Do Not Dispatch" and/or "Notice of Discipline" letter remains within the discretion of MIRA or SAMMCO's as the specific basis for the letter dictates. However, no employee shall be disciplined or discharged without just cause. Prior to issuance of either letter referred to above; the applicable Employer will have a minimum of one meeting with the employee to discuss job performance concerns. The employee shall have the right to have a Union Representative present at such meeting.

## **6. No Discrimination**

**6.1** The Employer and IATSE agree that in applying the terms of this Agreement there will be no unlawful discrimination based upon race, color, religion, gender, sexual orientation, age, national origin, or other protected status as a matter of state, federal or local law.

## **7. No Strike, No Lock Out**

**7.1** During the term of this Agreement, there shall be no strikes by the Union, or Lockout of employees by the Employer. It shall be understood by and between all parties to this Agreement that the refusal by an employee to cross a lawful picket line sanctioned by the IATSE International President shall not constitute a cancellation as defined by Section 4.9 of this Agreement and shall not be cause for discipline under this Agreement.

**8. Stewards**

**8.1** The Union may appoint one Steward for each production. No Steward shall be subject to penalty, discipline, layoff, or discharge for any act in the performance of his/her duties as Steward and acting by the authority of the Union, provided he/she continues to perform his/her job responsibilities in an acceptable manner.

**9. Access**

**9.1** Representatives of the Union shall be permitted reasonable access to all sites where persons covered by this Agreement are performing services. The Employer is not responsible for restricted admittance policies, but will use its best efforts to assist Union Representatives to obtain access.

**10. Grievance and Arbitration**

**10.1.** In the event that the IATSE or the Employer contends that a provision of this Agreement has been violated, the following procedures shall be applicable:

**10.1.1.** Within ten (10) business days of the time the party bringing the grievance forward knew (or reasonably should have known) of the event giving rise to the grievance, the grieving party must give written notice to the other party of the claim.

**10.1.2** A representative of the IATSE and a designated representative of MIRA, SAMMCO, or both as is applicable to the specific grievance, shall, within ten (10) business days after service of notice of the claim, meet and discuss the matter and attempt to effect a settlement of said controversy or dispute. Any agreement arrived at by such representatives shall be final and binding on those parties.

**10.1.3** In the event that such controversy or dispute is not settled by the parties within twenty (20) working days after the notice is given pursuant to paragraph (1) above, or within ten business days after any meeting referred to in paragraph (2) above, then such controversy or dispute may be submitted to arbitration. The demand for arbitration must be made in writing no later than forty (40) business days after written notice referred to in paragraph (1) above. Each party shall bear half the cost of the arbitrator's fees and expenses.

**10.1.4** Unless the parties have otherwise agreed upon an arbitrator, the arbitrator shall be selected from a list obtained from the American Arbitration Association by alternate striking of names, with the Union going first.

**10.2.** Processing a claim or discussing its merits shall not be considered a waiver of a defense that the matter is not subject to arbitration under this Agreement, or that it should be denied for reasons which do not go to the merits.

**10.3.** The arbitrator shall have no power to modify, add to, or subtract from the terms of this Agreement, but shall only determine whether the Agreement has been violated in the manner alleged in the grievance, and, if so, what the remedy should be within the meaning of the Agreement.

**10.4.** The applicable employer party is not bound by any past practices or understandings except to the extent such past practices or understandings are specifically stated in this Agreement. Past practice may be used in interpreting or applying an express term of this Agreement, but shall not be used to add or modify the express terms of the Agreement.

**10.5.** The decision of the Arbitrator, within the limits indicated above, shall be final and binding upon all parties.

**10.6.** The grievance and arbitration procedure is to be the sole and exclusive remedy for any claim or controversy arising out of this Agreement between parties and their members or employees.

**10.7.** If a grievance is not processed at any stage in accordance with stated time limits, it shall be deemed withdrawn. All time limits are subject to extension, but only by mutual written agreement.

## **11. Minimum Conditions**

**11.1. Wages:** The minimum wage rates shall be as outlined in "APPENDIX A"

**11.2. Work Day:** A regular work day shall be computed by totaling the number of hours between the times an employee reports to work and the time the employee is dismissed by the Employer representative on site at the end of such work day, including meal periods.

**11.3. Performance Period:** The performance period shall consist of a period of four (4) hours beginning at the scheduled broadcast or actual broadcast time, whichever is earlier. It shall end when the broadcast goes "off air". If this period exceeds the four (4) hour window employees shall be compensated a premium equal to his/her straight time hourly rate until the end of the broadcast. Time shall be counted in one half (1/2) hour increments. Broadcast shall constitute both traditional methods and any other new form of transmission including the internet. The Employer shall not use this provision to break part of the crew. Time shall be counted in one half (1/2) hour increments. A full one (1) hour meal period shall reset the performance window.

**11.4. 10-hour minimum call:** All employees reporting to work shall be guaranteed at least ten hours of paid work.

**11.5. Work Week:** The work week is currently defined as Monday through Sunday. The work week may be amended from time to time, not to exceed two times per calendar year, upon a thirty day notification to the Union. If any party wishes to discuss this provision, such meeting will occur within the thirty day notification period.

**11.6. Overtime:**

**11.6.1.** Employees shall receive overtime of one and one-half (1 1/2) times their regular rate for all actual work in excess of eight (8) hours in any work day (does not include paid meal period) or any actual hours worked in excess of forty (40) straight time hours in any work week.

**11.6.2.** Employees shall receive overtime of two (2) times their regular rate for all actual work in excess of twelve (12) elapsed hours from his/her "in time" on any workday or for all hours worked in excess of ten (10) on the 7<sup>th</sup> consecutive day in a work week.

**11.7. Replacing Employees:** If an employee has a confirmed assignment the employee shall not be replaced nor have his/her call time changed, (unless otherwise agreed to in this document) to avoid the payment of premiums or penalties.

**11.8. Pyramiding of Overtime:** It is specifically understood that there shall be no pyramiding of overtime pay made under any provisions of this Agreement.

**11.9. Sign In/Sign Out:** The parties agree to research technologies to enable accurate recording of employee in and out times. Such technology will be implemented by mutual agreement of the parties. Cost of agreed upon technology will be the shared financial responsibility of MIRA and SAMMCO.

**11.10** All overtime, premiums and penalties must be pre-approved by an Employer Representative or Designee on site, before overtime, premiums or penalties are incurred.

**12. Multiple Events:**

**12.1** From time to time, because of the diverse nature of production done under this section, the Employer and the Union, by mutual consent, may modify the requirements of this section. Any Employee booked under a modification of this Section shall be notified at the time of booking of such "special" or modified provision.

**12.2.** Employees scheduled a Multiple Event for two different customer clients or rights holders under this Agreement shall be paid two (2) ten (10) hour minimum calls

**12.3.** A Multiple Event that requires the patron to purchase two separate admissions shall be paid as two (2) minimum calls regardless of the client.

**12.4.** Production Employees: except Tape ADs, Graphics, and Graphics Coordinators, all employees covered by this Agreement and working an event shall be compensated for each separate event regardless of the client.

**12.5.** Employees who are engaged for two (2) separate events in the same day shall be paid at least two (2) minimum calls.

12.6. A nutritionally balanced meal shall be provided for those employees unable to take a break.

**13. Meal Periods:**

13.1. All meal periods shall be compensated and will be one (1) hour in length. The meal period shall be scheduled as near to the midpoint in the workday as possible.

13.2. All employees first meal break shall be within six (6) elapsed hours from his/her "in" time, or return to work from a previous meal period. If a meal break is not given by the sixth (6th) hour the employee shall be paid one (1) hour at their time and one-half (1 ½) rate.

13.3. Meal periods shall begin and end at the truck compound or other designated gathering location for an event covered by this Agreement.

13.4. In the event that the Employer elects to cater meals on site, the meals will be nutritionally balanced and appropriate to the time of day. The Employer will arrange for food to be served in a comfortable space that is out of the weather.

13.5. In the event that the Employer does not elect to cater meals on site, and restaurant facilities are remote, crewmembers shall be given an extended meal period for travel. Crewmembers may take an off-site meal break.

13.6. If an employee works six (6) hours from his/her return to work from the first (1<sup>st</sup>) meal, in addition to premium pay, a second one (1) hour meal break shall be due.

13.7. If at the time a second meal is due, the crew is engaged in the wrap of the show, or within 30 minutes of being dismissed for the day, the second meal shall be waived and employees shall be compensated for an extra 30 minutes at their prevailing wage.

**14. Rest Periods:**

14.1. All employees shall be granted at least two (2) 10-minute breaks plus a meal break during a ten-hour shift.

14.2. There shall be a 10-minute rest period as close to the mid-point in the set up period as possible. The second break shall come at the end of the broadcast period, before the tear down begins.

14.3. Employees shall be given ten (10) continuous hours off between the time of dismissal and reporting for the next day's work, if both shifts are for the same client/rights-holder. If the client/rights-holder is different, all attempts shall be made to give ten (10) continuous hours off between shifts, but no penalty shall be due. This rule shall apply to employees traveling from one assignment to another, unless early travel is at the employee's request and later arrangements are available. If less than ten (10) hours in between calls are given the employee and the Employer shall mutually agree to one of the following

remedies:

**14.3.1.** A premium of one and one half (1 1/2) times the employee's base hourly rate shall be paid for hours invading the ten (10) hour rest break.

**14.3.2.** The Employer shall provide single rooms in nearby housing.

**14.3.3.** Transportation to or from home, the event location, or the airport.

**14.3.4.** The Employer can give an adjusted call time. The adjusted call time will also count as the employee's "in" time for the day.

**14.4.** Employees that must travel after working shall be given adequate time and appropriate facilities in which to clean up before traveling whenever practical to do so.

**15. Canceled Calls:**

**15.1.** If the Employer cancels an assignment of a previously booked employee due to an entire event or broadcast of a show being canceled, he/she shall be compensated on the same basis as the Employer's cancellation policy as stated in its vendor contract, to the extent the Employer can collect from the client after making good faith attempts to do so. The Employer will produce a copy of the contract cancellation clause of its agreement for any event in question.

If the entire event is not canceled, the employee shall be compensated one half (1/2) of his/her day rate for less than 3 calendar day's notice, and a full day rate for less than 2 calendar day's notice. In order to allow for SAMMCO to notify cancelled crew members in a timely manner, cancelled show notification needs to be received by SAMMCO via direct phone call with email back up by 2:00pm pt on the day prior to cancellation pay going into effect. If the employer offers the employee another job during that same time period, no additional fee shall be due as long as the job compensation and circumstances relating to that job are equal to the cancelled call.

Example: If a show is on Saturday: Cancelled on Wednesday by 2:00pm pt, no cost to client. Thursday by 2:00pm pt, 1/2 pay for crew member cancelled. Friday & Saturday full pay for crew member cancelled

Employees who are engaged for post season "if necessary" games, shall be notified of such status when booked. Employees may be canceled from such events inside the cancellation compensation window without additional compensation if the game becomes "unnecessary" and is not played.

**15.2. Force Majeure.** In the event that operations are temporarily curtailed in whole or in part as a result of a force majeure, neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, strikes, wars, riots, or events which frustrate the purpose of the client contract or make it impossible to continue operations.



**16. Parking:**

**16.1.** Employee parking shall be arranged for all events.

**16.2.** If an employee must pay for securing such parking, the maximum fee shall be arranged ahead of time.

**16.3.** The Employer agrees to pay the cost of parking at the Employees' Lot for all events held at the venue now known as AT&T Park.

**16.4.** Receipts for parking must be submitted within thirty (30) days of the actual event for reimbursement. No reimbursement will be honored if the employee fails to submit a parking receipt within ninety (90) days of the actual event. Receipt must be accompanied by documentation of the name of the employee, date of the event, the client worked for and the total amount paid. The Employer shall not be obligated to pay for any parking without a receipt and the necessary documentation.

**16.5.** Where parking is located in remote locations the Employer shall provide for the security of freelancers traveling to and from their vehicles.

**16.6.** When an employee has accepted a package of events, parking passes and credentials will be issued ahead of time for those events when possible. To insure that all crewmembers are afforded access to parking and ingress to the work site, credentials or crew lists are to be made available to security personnel at parking entrances and/or site entrances.

**17. Holidays:**

**17.1** The following shall be deemed holidays, irrespective of the day of the week on which the holiday may fall: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. Christmas and New Year's Holiday shall start at 6 p.m. the day proceeding the holiday and end on midnight at the end of the actual holiday.

**17.2** If an employee is engaged to work or travel on any of the holidays listed above, the employee will be compensated at the rate of one and one-half (1 1/2) times his/her applicable rate of pay for the daily guarantee. Employees shall be paid two (2) times their base rate of pay for all hours worked in excess of the minimum guarantee.

**18. Payment of Wages:**

**18.1** The parties to this Agreement understand and agree that both MIRA and SAMMCO are employers. Each employer has a separate and distinct function in the broadcasting industry and each has agreed to be an Employer under this agreement in order to facilitate the use of a single labor pool. Under this Agreement, except where expressly authorized otherwise, the parties understand and agree that MIRA forwards all gross wages earned by employees to SAMMCO. Upon receipt of the gross wages from MIRA, SAMMCO shall be responsible for all payroll activities including providing to each employee a detailed payroll receipt that includes benefits wages and all applicable

withholdings for that pay period. Employees shall be paid no less than twice monthly. Employees shall be paid no less than twice monthly "as follows: Work performed by employees between the 1st and 15th, inclusive, of each calendar month, shall be paid the 15th of the following month. Work performed by employees between the 16th and last day, inclusive, of each month, shall be paid by the last day of the following month."

**18.2** All parties understand and agree that MIRA shall be responsible for payment of all gross wages earned under this Agreement until those gross wages are passed to SAMMCO. Once the gross wages earned under this Agreement are passed to SAMMCO, employees and their union shall look exclusively to SAMMCO for payment of unpaid wages, penalties, fees and any liability arising out of SAMMCO's payroll practices or failure to pay earned wages.

**19. Crafts:**

**19.1. Technical Directors**

**19.1.1.** The base rate for a Technical Director shall include operation of a switcher, still store, DVE's for replay and/or clock positions.

**19.1.2.** If during the life of the contract new technology or equipment are added, the TD Peer Review Committee shall meet with the MIRA to determine if any additional compensation is warranted

**19.2. Video Controller**

**19.2.1. Definitions:**

**19.2.1.1.** A "manned" camera is a camera that is pointed, moved, zoomed or focused by an operator either by manual or robotic means during a production. For the purpose of the "manned" camera count, the number of robotic camera operators shall be used to determine the number of "manned" robotic cameras.

**19.2.1.2.** A "booth/scoreboard" camera is a camera that's used for the exclusive purposes of shooting talent in an announce booth environment, graphics in an announce booth, and may also be used to shoot a scoreboard or clock when it is not shooting announce talent.

**19.2.1.3.** A "clock camera" is a camera that's sole use during a production is to shoot a clock or scoreboard.

**19.2.1.4.** A "POV" camera is an unmanned camera that doesn't move after its initial set-up and shoots anything other than a clock or scoreboard.

**19.2.2. Base Rate:**

**19.2.2.1.** Video Operator's will shade/paint, etc., up to 6 manned cameras, a booth camera, and up to 2 clock cameras.

### **19.2.3. Additional Charges:**

**19.2.3.1.** A Video Operator shall be compensated an additional \$46.24 (2015 - \$47.16, 2016 - \$ 48.10) per camera for manipulating / shading, etc. more than 6 cameras, whether they be manned or POV type cameras.

**19.2.3.2.** If a Robotic Camera Operator is operating 2 cameras, only one shall count as manned. The second shall be considered a "POV".

**19.2.3.3.** Video Operators will not count clock or booth cameras in the total amount of cameras under their control nor charge extra for them.

**19.2.3.4.** If a show has more than eight (8) manned cameras, there shall be a qualified second Video Operator hired. If a qualified second Video Operator is hired the additional charges for extra cameras are voided.

**19.2.3.5.** If more than two (2), 10 way coax mults and 8 triax cables (i.e. 1 truck to truck mult, 1 truck to facility I/O mult, 7 cameras and a spare) are used, or if the cable must be flown over trucks or other obstacles, a dedicated Utility Worker shall be engaged. If a 2<sup>nd</sup> video person has been engaged, there will not be a need to hire an additional dedicated Utility Worker.

### **19.3. Audio:**

**19.3.1. At least 2 Audio Assistants shall be engaged for a production under any of the following conditions;**

1. On productions utilizing RF audio equipment, one (1) Audio Assistant shall be R.F. equipment qualified.

2. On a show where there are 2 or more "on camera" positions used at the same time, the company shall engage at least two Assistant Audio Technicians. Where a show utilizes more than 2 on camera locations, other than a standard booth, with a location being defined as maximum 2 microphones, 2 IFB's and 1 PL, shall engage at least two Assistant Audio Technicians

**19.3.2.** Specialty Microphone Operators shall report to work 4 hours before airtime and be released at the end of the day by the A-1.

**19.3.3.** Audio Assistants shall not be asked to perform the duties of the Stage Manager, or operate cameras

**19.3.4.** The crew call for Audio Department shall be a minimum of six (6) hours before air time, except on lay over days. This requirement may be waived if agreement is reached beforehand with the A1 on the production and the Union's Business Agent.

**19.4. Camera:**

**19.4.1.** An additional \$ 99.09 (2015 -\$101.07, 2016 - \$103.10) shall be paid for camera operation in any E.F.P. /E.N.G. shoot at a remote site

**19.4.2.** An additional \$6.63 (2015 - \$6.81, 2016 - \$7.02) per hour shall be paid for operating a hand held camera. If an employee is asked to operate more than twenty (20) minutes in a shift the employee shall receive this premium pay for all hours worked.

**19.4.3.** Each Hand Held Operator will have an Employer engaged Utility Worker assigned to them, except when the handheld camera is in a location that it cannot move during the event

**19.4.4** RF Handheld Camera Operators shall receive the ENG/EFP rate addition, no additional increase for hand held operation shall be due.

**19.4.5** Ultra-Mo Camera Operators shall receive an additional \$3.03 per hour (2015 - \$3.09, 2016 - \$3.15).

**19.5. Robotic Cameras:**

**19.5.1.** Robotic Camera Operators shall receive a call time six (6) hours before air time, with the exception of lay over dates. This requirement may be changed with agreement beforehand of the robotic camera operator on the production and the Union's Business Agent.

**19.5.2.** Venues that require extensive rigging and cable runs require a set-up day.

**19.5.3.** Robotic Camera Operators shall not be required to operate more than two cameras at any one time.

**19.5.4.** Robotic Camera Operators are not responsible for setting up POV or clock cameras and shall not be required to run other cameras.

**19.6. Capture and playback:**

**19.6.1.** An additional \$66.01 (2015- \$ 67.33, 2016 - \$68.68) shall be paid for operating each additional videotape machine that requires attention during the show.

**19.6.2.** Operators shall not be assigned to run more than 2 machines for replay purposes or commercial playback at any time. This can include one extra machine for the purpose of "hot load", running billboards, promos and backgrounds at no additional charge, not to be used for editing or recording during the shift.

**19.6.3.** Tape machines and DDR or equivalent equipment shall be installed in the truck or "out boarded" before the start of the crew call.

**19.6.4.** .VTR operator engaged in the operation of a second controller to control

an "Ultra-Mo" or equivalent system shall be paid an additional \$3.03 per hour (2015 - \$3.09, 2016 - \$3.15) for operation of the second controller. This does not preclude said VTR operator from controlling a second output channel and receiving the additional VTR premium mentioned in 19.6.1.

**19.6.5.** VCRs, Digital Recording Devices, DVC Pro Decks, DVDs, Laptop editors, or comparable equipment, are all considered Tape or DDR machines. These machines can be used as a straight playback or recording devices. Using them for isolation record and play back shall constitute an on-air machine.

**19.6.6.** The EVS LSM R/0, MaxS (and comparable DDR equipment) will be operated as a two input/two output replay device, compensated at the same rate as a tape operator with the extra machine premium.

**19.6.7.** The MaxS (or equivalent equipment) operator(s) will not be required to build any playlists or packages. Clip management will be limited to that required to archive plays during the event, or to feed clips to another DDR device.

**19.6.8.** If the EVS LSM R/0, MaxS system is upgraded at a future date, incorporating playlist software (other than that used to melt all clips at the end of an event), the operator would be compensated at the higher DDR rate.

**19.6.9.** Other than to reasonable load pre-game and melt post-game footage, A DDR Operator will not be required to hot operate a tape machine. Client production personnel may operate record and playback devices to assist pre and post-game, but will not operate recording/playback equipment during a telecast.

**19.7. Digital Disk Recorder:**

**19.7.1.** 2 channel DDR – 1 specific equipment qualified operator

**19.7.2.** 4 channel DDR – 1 specific equipment qualified operator

**19.7.3.** 6 channel DDR – 2 specific equipment qualified operators

**19.7.5.** Client may use one (1) six channel DDR per show with one (1) DDR operator. If a six channel DDR is used with one operator that show is also required to hire a second Videotape/DDR operator. An additional \$66.01 (2015- \$67.33, 2016 - \$68.68) shall be paid for operating a six-channel DDR.

**19.8. Graphics:**

**19.8.1.** If no Graphic Coordinator is hired, the operator shall be compensated an additional \$128.27 (2015 - \$130.83, 2016 - \$133.45).

**19.8.2.** An additional fee applies for extra design work, animation, font creation on the truck (on site). Approval for this charge must be arranged with the company before billing the client.

**19.8.3.** If during the life of the contract new graphic related technology or equipment are added to a live show the Graphic Operator and or the Graphic coordinators peer review committee shall meet with the Employers to determine if any additional compensation is warranted.

**19.8.4.** Every attempt shall be made to notify Graphics Operators at time of booking by the crewing service when there isn't going to be a Graphics Coordinator for a show.

**19.8.5. Score Box Operator:** Shall work under the direction of the Producer and Director to implement his/her instructions for providing score box computer operations. The Score Box Operator shall have the required skills to setup and operate the required computer; input statistics and graphics elements (manually or via download); and operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include, but are not limited to: setup and troubleshooting of radar/speed gun.

**19.8.6 Score box Operator;** If the score box is used as the sole graphic device on a production (i.e. - no other graphic device being used on-air), and is being utilized to perform functions more extensive than those customary for the score box, the operator will then be compensated at the graphics operator rate.

**19.8.7** A Score Box Operator shall not be required to download or update information for a client company other than one the operator is dispatched to work for.

**19.8.8 Score Box Operator;** Employees working in this classification shall be guaranteed ten hours of pay at the base hourly rate as stated in Appendix A. The call time shall be set at three (3) hours before the game/event start time. Any employee called to work before three hours shall be paid at time and one half (1 ½ x) the employee's base hourly wage until three (3) hours before the game/event start time.

**19.9. Production:**

**19.9.1. Phone Assistant Director:** Employees working in this job classification shall be guaranteed ten hours of pay based on the rates as stated in Appendix A. the call time shall be set at 3 hours before the game/event start time. Any employee called to work before three hours shall be paid at time and one half (1 ½ x) the employee's hourly wage until three (3) hours before the game/event start time.

**19.9.2. Stage Manager:** Employees working in this classification shall be guaranteed ten hours of pay at the base hourly rate as stated in Appendix A. The call time shall be set at three (3) hours before the game/event start time. Any employee called to work before three hours shall be paid at time and one half (1 ½ x) the employee's base hourly wage until three (3) hours before the game/event start time.

**19.20. Utility:**

**19.20.1.** All hand held camera operators shall be assigned dedicated utility workers engaged by the Employer, except when the handheld is in a location that it cannot move during the event. Utility workers shall be given adequate space to work at each jobsite.

**19.20.2.** Cart camera on football telecasts shall have two utilities assigned to each.

**19.20.3.** Utilities shall be engaged from the earliest crew call to the latest out time. With the exception of lay over dates and earlier truck production calls i.e. (graphics load or tape edit.)

**20. Working Out of Classification and Extra Duty:**

**20.1.** An employee whose call was for a given classification but is then assigned the duties of higher paid classification shall be paid at the rate of the higher paid classification for the entire day, except for operation of the booth or clock cameras for 20 minutes or less in duration. Production employees shall not be used to operate cameras

**20.2.** If for whatever reason the scheduled staffing for an event is reduced, or a piece of equipment fails, placing a burden on another employee to perform extra duties than would be normal and customary for that event, extra compensation shall be negotiated.

**20.3.** Every attempt will be made to determine proper compensation, on site prior to job performance.

**21. Safety and Health:**

**21.1.** The Employer recognizes the need to provide employees a safe and healthy working environment. If safety gear is required for an assignment, the Employer is obligated to provide such gear.

**21.2.** The Employer will provide a representative on site that will have knowledge of the contract client's requirements for the broadcast and will supervise the crew.

**21.3.** If a possible unsafe situation exists or occurs during an event, the potential problem shall immediately be reported to the Employer representative on site and to the union representative on site. The Employer representative will consult with the job steward and shall make any adjustments to hazards that the management representative feels need immediate attention. No employee shall be disciplined or discharged for failure to participate in an activity that exposes the individual to danger.

**21.4.** An active and authoritative safety committee consisting of at least one (1) member of the Union and at least one (1) MIRA representative shall be established, and shall meet as needed to discuss safety problems. The Safety Committee shall identify representatives of all parties for the purpose of conducting pre and post season safety walk-throughs of facilities. The Employer shall work with the facilities and other stake holders to adjust whatever hazards are identified by the group. The designated union committee member shall not suffer any loss of wages with respect to any meeting involving safety matters. A Committee member will attend each quarterly Labor/Management Committee meeting. The Safety Committee member in attendance will update the Labor/Management Committee on safety proposals, ongoing safety initiatives, and completed safety activities.

**21.5.** Any employee can inform the safety committee of possible unsafe working conditions. The Committee will investigate and within five (5) workdays, either advise the Employers of any unsafe condition(s), or advise the employee that no unsafe condition exists. If the Employers are advised of an unsafe work condition, the condition will be investigated within five (5) days, and corrected as needed.

**21.6.** Where access to rest rooms during an event is considered inconvenient, MIRA will provide adequate facilities near the truck location.

**21.7.** Cool water will be made available at the truck location from the start to the end of the work call.

## **22. Training and New Technology:**

**22.1.** MIRA and the Union both agree that it is important for employees to continue to advance their skill and abilities. As new technology emerges MIRA's first priority will be to train current freelancers in the new technology.

**22.2.** Any freelancer currently on the dispatch list can ask for training in a new job category, and receive that training, as time and equipment are available. Training positions will not be added to an event unless; in addition to the trainee, a normal full crew is assigned to the event. If MIRA bills for the trainee's hours, the trainee shall also be paid his/her regular base rate. The Employer and the employee shall mutually agree on compensation to train or supervise training of another employee. For events subject to this Agreement, MIRA shall provide necessary mobile units for at least two (2) days per year for full crew training. Training shall be made available to all new crewmembers.

**22.3.** The Employer shall contribute \$.07 per hour on all hours worked or paid for by the employer into the Local 119 Training and Work Force Development Fund.

**22.4.** The Employer and the Union agree that advances in technology require a forum to discuss and resolve issues related to the training of employees covered by this Agreement. To that end, the parties hereby establish a joint training committee. The Committee will research and develop training programs, which are of mutual benefit to the Employer and the Union. The Committee members will be selected on an ad hoc basis and will meet and confer at a time agreeable to both parties. The Training Committee will report to and receive approval for its activities from the Labor/Management Committee. A



Committee member will attend each quarterly Labor/Management Committee meeting. The Training Committee member attendance will update the Labor/Management Committee on training proposals, on-going training initiatives, completed training activities and status of the training fund.

**23. Travel:**

**23.1.** When employees are asked to report to a distant location, the following shall apply:

**23.1.1.** Cab fare, toll fees, and airport parking, shall be reimbursed at the actual cost to the employee. For stays in excess of five days, employees shall also be reimbursed for actual and reasonable laundry expenses.

**23.1.2.** A per diem of \$52.00 shall be paid to each employee. For international travel the parties will meet and confer.

**23.2.** The expenses listed below shall be billed directly to the Employer. However, in the event that an employee is required to pay the cost out of pocket, the Employer shall reimburse employee upon proper submission of receipts and expense reports. Those cut-off days are currently the 1<sup>st</sup> and the 16<sup>th</sup> of the month. In the event that the Employer has notice of a cost that employee shall pay, the Employer shall be notified with as much advance notice as reasonably possible.

**23.2.1.** The Employer shall pay the cost of single room accommodations. Employees shall not be asked to share sleeping or bath rooms.

**23.2.2.** The cost of rental cars and full insurance coverage unless the Employer has presented to the Union proof of full liability coverage. The vehicle shall be at least full size, 4 door cars, with no more than 3 to a vehicle. (Mini vans – 4 people. 6 passenger vans – 5 people, 8 passenger van – 6 people.)

**23.3.3.** The cost of airfare

**23.3.** Employees traveling by common carrier shall be compensated for five (5) hours at the base hourly rate if time spent traveling to or from a remote location does not exceed four (4) hours. If time spent traveling exceeds four (4) hours he/she shall be compensated at the base hourly rate for ten (10) hours. Travel time shall start one (1) hour prior to scheduled departure for domestic flights. If the employee is engaged to travel and work the same day the over time will begin at the tenth (10<sup>th</sup>) hour including travel time.

**23.4.** Employees will not be asked to use their own personal transportation to transport MIRA equipment. MIRA will provide all transportation necessary to move equipment. Employees who use their personal transportation will receive payment for mileage equal to the maximum allowed by the IRS, as adjusted from time to time.

23.5. Travel time will be paid for traveling from San Jose to Sacramento at four (4) hours their base rate for the round trip. From San Francisco to Sacramento at three (3) hours their base rate for the round trip. The same travel times will apply if traveling from Sacramento to San Jose and / or San Francisco.

23.6. When an employee is working at a distant location and staying in an Employer provided hotel, the employee's in and out time for that day shall be the hotel departure and arrival time if the travel time to and from the site is more than one half (½) hour.

24. **Labor/Management Committee:**

24.1 A Labor/Management Committee shall be established, with an equal number of representatives from each side. The committee shall meet at least quarterly to discuss issues brought before it. Any member of the committee can submit issues for committee consideration. A Representative from both the Safety and Training Committees will attend each quarterly Labor/Management meeting. The Labor/Management Committee will have oversight of the Training Committee. The Safety Committee member will provide an update of their activities.

25. **Health and Welfare:**

25.1. The Employer agrees to make contributions to the **IATSE National Health and Welfare Fund** on behalf of all employees covered under this Agreement, for all hours worked or paid by employer on the following basis:

Effective April 1, 2014, \$7.16 per hour  
Effective April 1, 2015, \$7.56 per hour  
Effective April 1, 2016, \$7.96 per hour

25.2. The Employer shall contribute five percent (5%) of gross wages to the IATSE National Annuity Fund on behalf of all employees covered under this Agreement.

25.3. In addition to the mandatory uniform contribution for all eligible employees, each such employee may elect to defer part of his/her salary, subject to statutory limitations and the rules of the Annuity Fund, and the Employer shall transmit those salary deferrals to the Annuity Fund by the 10th day or each month following the end of the month in which the covered services were performed.

25.4. The Employer agrees to participate in the **IATSE National Defined Pension Fund** on behalf of all employees covered under this Agreement at the rate below.

Effective April 1, 2014, \$12.50 per day  
Effective April 1, 2015, \$13.00 per day  
Effective April 1, 2016, \$13.50 per day

**25.5.** Contributions shall be made by separate check to the “**IATSE Health and Welfare Fund**” the “**IATSE Annuity Fund**” and “**IATSE Defined Pension Plan**” no later than the 10<sup>th</sup> of each month with respect to all employment during preceding month on which contributions were payable. In conjunction with each such payment, the Employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their social security numbers, their dates of employment, gross wages earned, shifts of employment by them, as well as the amount of contributions paid for each employee.

**25.6.** The Employer will sign any documents needed to fully effectuate this Agreement.

**26. Severability and Savings:**

**26.1** If any clause of this Agreement shall be determined to be illegal by a court or other tribunal of competent jurisdiction, the rest of the Agreement shall not thereby fail or be rendered null and void and severed from this Agreement.

**27. Entire Agreement:**

**27.1** This Agreement is intended to cover all matters affecting wages, hours and other terms and conditions of employment and all similar or related subjects. During the term of this Agreement neither the Employer nor the Union will be required to negotiate any further matters affecting these or affecting any other subjects not specifically set forth in this Agreement, whether or not such subjects were discussed or were within contemplation of either or both parties at the time they negotiated this Agreement. There are no understandings or agreements which are not set forth in this Agreement, and any future understandings or agreements are valid and enforceable only if reduced to writing and signed by authorized representatives of the parties.

**28. Term of Agreement:**

**28.1** This Agreement shall be effective **April 1, 2014** and shall continue including **March 31st, 2017**. Negotiations for amended terms of this Agreement shall begin upon written request of either party, no later than sixty days before the expiration date. In the event that neither party gives such notice, the Agreement shall be deemed renewed without amendment and shall continue from year to year until notice has been served.

Agreed and Accepted

For: MIRA

For: KELLEYCORE d/b/a SAMMCO

By: [Signature]

By: [Signature]

Its: V.P. 6/19

Its: owner

Date: 4/21/14

Date: 4-24-14

For: BAFA / IATSE 119

For: IATSE

By: [Signature]

By: [Signature]

Its: President, IATSE 119

Its: Director, Broadcast

Date: 4-28-2014

Date: 4-14-14

*Appendix A*

Sports Rate

All Stated Rates Are Minimums.

All individual craft premiums to reflect a minimum general wage increase as follows;

Effective April 1, 2014, 2.5%

Effective April 1, 2015, 2.75%

Effective April 1, 2016, 3%

All wages reflect a .5% payment on all hours worked or paid for, as paid sick time compensation.

If Sammco is asked to crew technicians for Entertainment or Corporate events where technicians are performing service with other IATSE Locals who hold collective bargaining Agreements for the event or production, the Employer shall pay no less than the established rates in the sister local Agreement. The Union shall provide SAMMCO with the relevant Agreements.

Sports

2014 2.50%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.16/hr.	Annuity @ 5%	Pension @ \$12.50/day	Total Rate w/ Comp
TD	\$63.37	\$95.05	\$665.34	\$71.60	\$33.27	\$12.50	\$782.70
A-1	\$61.78	\$92.67	\$648.66	\$71.60	\$32.43	\$12.50	\$765.19
A-2	\$37.76	\$56.63	\$396.43	\$71.60	\$19.82	\$12.50	\$500.36
Video	\$48.52	\$72.79	\$509.50	\$71.60	\$25.47	\$12.50	\$619.07
Camera	\$44.25	\$66.37	\$464.62	\$71.60	\$23.23	\$12.50	\$571.95
HH Camera	\$50.88	\$76.32	\$534.25	\$71.60	\$26.71	\$12.50	\$645.06
Camera Ultra Mo	\$47.29	\$70.94	\$496.58	\$71.60	\$24.83	\$12.50	\$605.51
Robo Camera	\$49.30	\$73.95	\$517.68	\$71.60	\$25.88	\$12.50	\$627.66
VTR	\$44.25	\$66.37	\$464.62	\$71.60	\$23.23	\$12.50	\$571.95
VTR Ultra Mo	\$47.29	\$70.94	\$496.58	\$71.60	\$24.83	\$12.50	\$605.51
EVS/DDR	\$56.36	\$84.55	\$591.83	\$71.60	\$29.59	\$12.50	\$705.52
Graphics I	\$48.52	\$72.79	\$509.50	\$71.60	\$25.47	\$12.50	\$619.07
Graphics Coordinator	\$33.87	\$50.80	\$355.59	\$71.60	\$17.78	\$12.50	\$457.47
Phone AD	\$33.98	\$50.97	\$356.78	\$71.60	\$17.84	\$12.50	\$458.72
Tape AD	\$39.06	\$58.59	\$410.16	\$71.60	\$20.51	\$12.50	\$514.77
SM	\$28.68	\$43.02	\$301.13	\$71.60	\$15.06	\$12.50	\$400.29
Graphic II	\$28.68	\$43.02	\$301.13	\$71.60	\$15.06	\$12.50	\$400.29
Stats	\$24.87	\$37.30	\$261.10	\$71.60	\$13.05	\$12.50	\$358.25
Red Hat	\$28.68	\$43.02	\$301.13	\$71.60	\$15.06	\$12.50	\$400.29
Utility	\$24.79	\$37.19	\$260.33	\$71.60	\$13.02	\$12.50	\$357.45
Parab	\$20.22	\$30.33	\$212.34	\$71.60	\$10.62	\$12.50	\$307.06
Runner	\$15.10	\$22.65	\$158.53	\$71.60	\$7.93	\$12.50	\$250.56
Extras	Premium Pay						
		Video	7th Cam	\$46.24	11th Cam	\$231.18	
			8th Cam	\$92.47	12th Cam	\$277.42	
			9th Cam	\$138.71	13th Cam	\$323.66	
			10th Cam	\$184.95	14th Cam	\$369.89	
		6 channel DDR			\$66.01		
		VTRX2			\$66.01	Day	
		ENG			\$99.09	Day	
		no Coordinator			\$128.27	Day	
		Ultra Mo Cam	Hard Cam+\$3.03/hr.		\$47.28	Hourly Rate	
		Ultra Mo VTR	VTR + \$3.03/hr.		\$47.28	Hourly Rate	
		RF Cam	Hard Cam + ENG/day		\$563.71	Day Rate	

Corporate/Entertainment

2014 2.50%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.16/hr.	Annuity @ 5%	Pension @ \$12.50/day	Total Rate w/ Comp
TD	\$78.14	\$117.20	\$820.43	\$71.60	\$41.02	\$12.50	\$945.55
A-1	\$65.12	\$97.68	\$683.74	\$71.60	\$34.19	\$12.50	\$802.03
A-2	\$51.33	\$77.00	\$538.99	\$71.60	\$26.95	\$12.50	\$650.04
Video	\$65.12	\$97.68	\$683.74	\$71.60	\$34.19	\$12.50	\$802.03
Camera	\$58.60	\$87.90	\$615.29	\$71.60	\$30.76	\$12.50	\$730.16
HH Camera	\$66.89	\$100.34	\$702.36	\$71.60	\$35.12	\$12.50	\$821.58
Robo Camera	\$61.14	\$91.71	\$641.98	\$71.60	\$32.10	\$12.50	\$758.18
VTR	\$58.60	\$87.90	\$615.29	\$71.60	\$30.76	\$12.50	\$730.16
EVS/DDR	\$65.12	\$97.68	\$683.74	\$71.60	\$34.19	\$12.50	\$802.03
Graphics I Graphics	\$65.12	\$97.68	\$683.74	\$71.60	\$34.19	\$12.50	\$802.03
Coordinator	\$45.57	\$68.36	\$478.50	\$71.60	\$23.93	\$12.50	\$586.53
Phone AD	\$39.06	\$58.59	\$410.16	\$71.60	\$20.51	\$12.50	\$514.77
Tape AD	\$65.12	\$97.68	\$683.74	\$71.60	\$34.19	\$12.50	\$802.03
SM	\$45.57	\$68.36	\$478.50	\$71.60	\$23.93	\$12.50	\$586.53
Graphic II	\$35.56	\$53.34	\$373.35	\$71.60	\$18.67	\$12.50	\$476.12
Stats	\$30.83	\$46.25	\$323.74	\$71.60	\$16.19	\$12.50	\$424.02
Red Hat	\$35.56	\$53.34	\$373.35	\$71.60	\$18.67	\$12.50	\$476.12
Utility	\$30.79	\$46.19	\$323.35	\$71.60	\$16.17	\$12.50	\$423.61
Parab	\$25.07	\$37.61	\$263.25	\$71.60	\$13.16	\$12.50	\$360.51
Runner	\$19.54	\$29.30	\$205.13	\$71.60	\$10.26	\$12.50	\$299.49

Sports

2015 2.75%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.56/hr.	Annuity @ 5%	Pension @ \$13.00/day	Total Rate w/ Comp
TD	\$65.11	\$97.66	\$683.63	\$75.60	\$34.18	\$13.00	\$806.42
A-1	\$63.48	\$95.21	\$666.49	\$75.60	\$33.32	\$13.00	\$788.42
A-2	\$37.76	\$56.63	\$396.43	\$75.60	\$19.82	\$13.00	\$504.86
Video	\$49.86	\$74.79	\$523.51	\$75.60	\$26.18	\$13.00	\$638.28
Camera	\$45.47	\$68.20	\$477.39	\$75.60	\$23.87	\$13.00	\$589.86
HH Camera	\$52.28	\$78.42	\$548.94	\$75.60	\$27.45	\$13.00	\$664.99
Camera Ultra Mo	\$48.59	\$72.89	\$510.24	\$75.60	\$25.51	\$13.00	\$624.35
Robo Camera	\$50.66	\$75.99	\$531.91	\$75.60	\$26.60	\$13.00	\$647.11
VTR	\$45.47	\$68.20	\$477.39	\$75.60	\$23.87	\$13.00	\$589.86
VTR Ultra Mo	\$48.59	\$72.89	\$510.24	\$75.60	\$25.51	\$13.00	\$624.35
EVS/DDR	\$57.91	\$86.87	\$608.11	\$75.60	\$30.41	\$13.00	\$727.11
Graphics I Graphics Coordinator	\$49.86 \$34.80	\$74.79 \$52.20	\$523.51 \$365.37	\$75.60 \$75.60	\$26.18 \$18.27	\$13.00 \$13.00	\$638.28 \$472.24
Phone AD	\$34.91	\$52.37	\$366.59	\$75.60	\$18.33	\$13.00	\$473.52
Tape AD	\$40.14	\$60.21	\$421.44	\$75.60	\$21.07	\$13.00	\$531.11
SM	\$29.47	\$44.20	\$309.42	\$75.60	\$15.47	\$13.00	\$413.49
Graphic II	\$29.47	\$44.20	\$309.42	\$75.60	\$15.47	\$13.00	\$413.49
Stats	\$25.55	\$38.33	\$268.28	\$75.60	\$13.41	\$13.00	\$370.29
Red Hat	\$29.47	\$44.20	\$309.42	\$75.60	\$15.47	\$13.00	\$413.49
Utility	\$24.79	\$37.19	\$260.33	\$75.60	\$13.02	\$13.00	\$361.95
Parab	\$20.78	\$31.17	\$218.18	\$75.60	\$10.91	\$13.00	\$317.69
Runner	\$15.51	\$23.27	\$162.89	\$75.60	\$8.14	\$13.00	\$259.64
Extras	Premium Pay						
		Video	7th Cam	\$47.16	11th Cam	\$235.81	
			8th Cam	\$94.32	12th Cam	\$282.97	
			9th Cam	\$141.48	13th Cam	\$330.13	
			10th Cam	\$188.65	14th Cam	\$377.29	
		6 channel DDR			\$67.33		
		VTRX2			\$67.33	Day	
		ENG			\$101.07	Day	
		no Coordinator			\$130.83	Day	
		Ultra Mo Cam	Hard Cam+\$3.09/hr.		\$48.56	Hourly Rate	
		Ultra Mo VTR	VTR + \$3.09/hr.		\$48.56	Hourly Rate	
		RF Cam	Hard Cam + ENG/day		\$578.47	Day Rate	



Corporate/Entertainment

2015 2.75%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.56/hr.	Annuity @ 5%	Pension @ \$13.00/day	Total Rate w/ Comp
TD	\$80.28	\$120.43	\$842.99	\$75.60	\$42.15	\$13.00	\$973.74
A-1	\$66.91	\$100.36	\$702.54	\$75.60	\$35.13	\$13.00	\$826.27
A-2	\$51.33	\$77.00	\$538.99	\$75.60	\$26.95	\$13.00	\$654.54
Video	\$66.91	\$100.36	\$702.54	\$75.60	\$35.13	\$13.00	\$826.27
Camera	\$60.21	\$90.32	\$632.21	\$75.60	\$31.61	\$13.00	\$752.42
HH Camera	\$68.73	\$103.10	\$721.68	\$75.60	\$36.08	\$13.00	\$846.36
Robo Camera	\$62.82	\$94.23	\$659.64	\$75.60	\$32.98	\$13.00	\$781.22
VTR	\$60.21	\$90.32	\$632.21	\$75.60	\$31.61	\$13.00	\$752.42
EVS/DDR	\$66.91	\$100.36	\$702.54	\$75.60	\$35.13	\$13.00	\$826.27
Graphics I	\$66.91	\$100.36	\$702.54	\$75.60	\$35.13	\$13.00	\$826.27
Graphics Coordinator	\$46.82	\$70.24	\$491.66	\$75.60	\$24.58	\$13.00	\$604.84
Phone AD	\$40.14	\$60.21	\$421.44	\$75.60	\$21.07	\$13.00	\$531.11
Tape AD	\$66.91	\$100.36	\$702.54	\$75.60	\$35.13	\$13.00	\$826.27
SM	\$46.82	\$70.24	\$491.66	\$75.60	\$24.58	\$13.00	\$604.84
Graphic II	\$36.54	\$54.80	\$383.62	\$75.60	\$19.18	\$13.00	\$491.40
Stats	\$31.68	\$47.52	\$332.64	\$75.60	\$16.63	\$13.00	\$437.87
Red Hat	\$36.54	\$54.80	\$383.62	\$75.60	\$19.18	\$13.00	\$491.40
Utility	\$30.79	\$46.19	\$323.35	\$75.60	\$16.17	\$13.00	\$428.11
Parab	\$25.76	\$38.64	\$270.49	\$75.60	\$13.52	\$13.00	\$372.61
Runner	\$20.07	\$30.11	\$210.77	\$75.60	\$10.54	\$13.00	\$309.91

Sports

2016

3%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.96/hr.	Annuity @ 5%	Pension @ \$13.50/day	Total Rate w/ Comp
TD	\$67.06	\$100.59	\$704.14	\$79.60	\$35.21	\$13.50	\$832.45
A-1	\$65.38	\$98.07	\$686.49	\$79.60	\$34.32	\$13.50	\$813.91
A-2	\$38.89	\$58.33	\$408.33	\$79.60	\$20.42	\$13.50	\$521.84
Video	\$51.35	\$77.03	\$539.21	\$79.60	\$26.96	\$13.50	\$659.27
Camera	\$46.83	\$70.25	\$491.72	\$79.60	\$24.59	\$13.50	\$609.40
HH Camera	\$53.85	\$80.77	\$565.41	\$79.60	\$28.27	\$13.50	\$686.78
Camera Ultra Mo	\$50.05	\$75.08	\$525.54	\$79.60	\$26.28	\$13.50	\$644.92
Robo Camera	\$52.18	\$78.27	\$547.87	\$79.60	\$27.39	\$13.50	\$668.36
VTR	\$46.83	\$70.25	\$491.72	\$79.60	\$24.59	\$13.50	\$609.40
VTR Ultra Mo	\$50.05	\$75.08	\$525.54	\$79.60	\$26.28	\$13.50	\$644.92
EVS/DDR	\$59.65	\$89.48	\$626.35	\$79.60	\$31.32	\$13.50	\$750.77
Graphics I	\$51.35	\$77.03	\$539.21	\$79.60	\$26.96	\$13.50	\$659.27
Graphics Coordinator	\$35.84	\$53.76	\$376.33	\$79.60	\$18.82	\$13.50	\$488.25
Phone AD	\$35.96	\$53.94	\$377.59	\$79.60	\$18.88	\$13.50	\$489.57
Tape AD	\$41.34	\$62.01	\$434.08	\$79.60	\$21.70	\$13.50	\$548.89
SM	\$30.35	\$45.53	\$318.70	\$79.60	\$15.93	\$13.50	\$427.73
Graphic II	\$30.35	\$45.53	\$318.70	\$79.60	\$15.93	\$13.50	\$427.73
Stats	\$26.32	\$39.48	\$276.33	\$79.60	\$13.82	\$13.50	\$383.24
Red Hat	\$30.35	\$45.53	\$318.70	\$79.60	\$15.93	\$13.50	\$427.73
Utility	\$25.54	\$38.31	\$268.14	\$79.60	\$13.41	\$13.50	\$374.65
Parab	\$21.40	\$32.10	\$224.73	\$79.60	\$11.24	\$13.50	\$329.07
Runner	\$15.98	\$23.97	\$167.78	\$79.60	\$8.39	\$13.50	\$269.27
Extras	Premium Pay						
		Video	7th Cam	\$48.10	11th Cam	\$240.52	
			8th Cam	\$96.21	12th Cam	\$288.63	
			9th Cam	\$144.31	13th Cam	\$336.73	
			10th Cam	\$192.42	14th Cam	\$384.84	
		6 channel DDR			\$68.68		
		VTRX2			\$68.68	Day	
		ENG			\$103.10	Day	
		no Coordinator			\$133.45	Day	
		Ultra Mo Cam	Hard Cam+\$3.15/hr.		\$49.98	hourly rate	
		Ultra Mo VTR	VTR + \$3.15/hr.		\$49.98	hourly rate	
		RF Cam	Hard Cam + ENG/day		\$594.81	Day Rate	

Corporate/Entertainment

2016

3%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.96/hr.	Annulty @ 5%	Penston @ \$13.50/day	Total Rate w/ Comp
TD	\$82.69	\$124.04	\$868.28	\$79.60	\$43.41	\$13.50	\$1,004.79
A-1	\$68.92	\$103.37	\$723.62	\$79.60	\$36.18	\$13.50	\$852.90
A-2	\$52.87	\$79.31	\$555.16	\$79.60	\$27.76	\$13.50	\$676.01
Video	\$68.92	\$103.37	\$723.62	\$79.60	\$36.18	\$13.50	\$852.90
Camera	\$62.02	\$93.03	\$651.18	\$79.60	\$32.56	\$13.50	\$776.84
HH Camera	\$70.79	\$106.19	\$743.33	\$79.60	\$37.17	\$13.50	\$873.59
Robo Camera	\$64.71	\$97.06	\$679.43	\$79.60	\$33.97	\$13.50	\$806.50
VTR	\$62.02	\$93.03	\$651.18	\$79.60	\$32.56	\$13.50	\$776.84
EVS/DDR	\$68.92	\$103.37	\$723.62	\$79.60	\$36.18	\$13.50	\$852.90
Graphics I	\$68.92	\$103.37	\$723.62	\$79.60	\$36.18	\$13.50	\$852.90
Graphics Coordinator	\$48.23	\$72.34	\$506.41	\$79.60	\$25.32	\$13.50	\$624.83
Phone AD	\$41.34	\$62.01	\$434.08	\$79.60	\$21.70	\$13.50	\$548.89
Tape AD	\$68.92	\$103.37	\$723.62	\$79.60	\$36.18	\$13.50	\$852.90
SM	\$48.23	\$72.34	\$506.41	\$79.60	\$25.32	\$13.50	\$624.83
Graphic II	\$37.63	\$56.45	\$395.13	\$79.60	\$19.76	\$13.50	\$507.98
Stats	\$32.63	\$48.95	\$342.62	\$79.60	\$17.13	\$13.50	\$452.85
Red Hat	\$37.63	\$56.45	\$395.13	\$79.60	\$19.76	\$13.50	\$507.98
Utility	\$31.72	\$47.58	\$333.05	\$79.60	\$16.65	\$13.50	\$442.80
Parab	\$26.53	\$39.80	\$278.60	\$79.60	\$13.93	\$13.50	\$385.64
Runner	\$20.68	\$31.01	\$217.10	\$79.60	\$10.85	\$13.50	\$321.05

Appendix C

Side letter #1

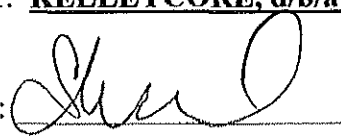
The parties have jointly agreed to establish a workforce development and training fund. MIRA shall have two permanent seats on the committee. MIRA shall not be required to contribute the hourly contribution of \$.07 for any hours. They shall instead contribute both time to the committee and equipment as outlined in the body of the agreement. This does not prohibit them from contributing financially to individual training or development initiatives on a case by case basis as a permanent member of the committee.

Agreed and accepted

For: MIRA

For: KELLEYCORE, d/b/a SAMMCO

By: 

By: 

Its: V.P. & GM

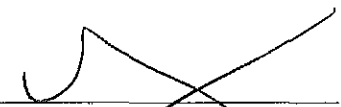
Its: owner

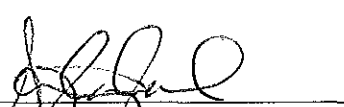
Date: 4/21/14

Date: 4-24-14

For: BAFA / IATSE 119

For: IATSE

By: 

By: 

Its: President, IATSE 119

Its: Director, Broadcast

Date: 4-7-14

Date: 4-14-14

Appendix D

Side Letter #2

**Waiver of San Francisco Paid Sick Leave Ordinance**

The parties have fairly bargained over the issue of leave, and to the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this Agreement

Agreed and Accepted

For: **MIRA**

By: 

Its: VP & GM

Date: 4/21/14

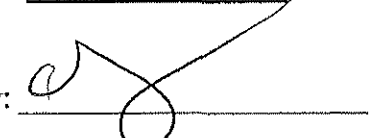
For: **KELLEYCORE, d/b/a, SAMMCO**

By: 

Its: owner

Date: 4-24-14

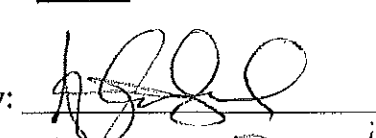
For: **BAFA / IATSE 119**

By: 

Its: President IATSE 119

Date: 4.28.14

For: **IATSE**

By: 

Its: Director, Broadcast

Date: 4-14-14

Side letter #3

**Board show employment**

Board Shows – Daily minimum calls for workers hired through SAMMCO to work in house (not for broadcast outside of the arena) closed circuit programs at the major sports venues. This program will not be recorded for broadcast at a later date, but will be for viewing of the spectators in the building.

Minimum call: 6 hours.

Minimum rates: See attached

Agreed and accepted;


For: MIRA

By: 

Its: VAFGR

Date: 4/21/14

For: KELLEYCORE, d/b/a, SAMMCO

By: 

Its: Owner

Date: 4-24-14

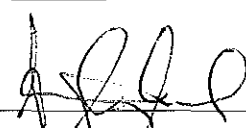
For: BAFA / IATSE 119

By: 

Its: President IATSE 119

Date: 4-26-2014

For: IATSE

By: 

Its: Director, Broadcast


Date: 4-14-14

Side letter # 4

CSN Bay Area Side letter

The parties agree that the second sentence of 7.1 of this Agreement shall not be applicable to CSN Bay Area or any other affiliated or related corporate entities of Comcast unless there is a direct labor issue between IATSE and these parties.

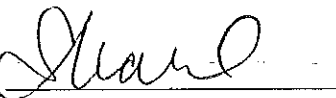
For: MIRA

By: 

Its: VP & GM

Date: 4/21/14


For: KELLEYCORE, d/b/a, SAMMCO

By: 

Its: owner

Date: 4-24-14

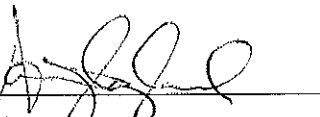
For: BAFA / IATSE 119

By: 

Its: President IATSE 119

Date: 4-26-2014

For: IATSE

By: 

Its: Director, Broadcast

Date: 4-14-14

**Side letter #5**

This side letter outlines the Dispatch Rules between BAFA/IATSE 119 and SAMMCO for the duration of contract.

**Dispatch Rules**

**A. Current Employees Placement on the Hire List:**

1. Each discipline will determine and maintain its own hiring list and submit this list to the Business Representative and hiring entity.
  - a. There will be separate lists for the San Francisco Bay Area and the Sacramento markets. Employees must declare which market's list they will be placed on.
  - b. There is an 18-month residency requirement. (May be waived by the Executive Board)
2. Each discipline will establish the number of days worked per year to maintain an employee's place on the hiring list.

**B. New/Potential Employees Placement on the Hire List:**

1. Send resume and references to BAFA/IATSE 119 Business Representative. Resume will be timed and dated upon receipt.
2. Resume and references will be forwarded to a Crafts Committee for review. Crafts Committees will be comprised of one or more senior members of each discipline, as determined by each discipline.
3. A skill test may be administered if the following criteria are not met:
  - a. Proof of experience in other markets.
  - b. Proof of experience in live or live-to-tape production.
4. Employee is then placed in the appropriate position on the hiring list.

**C. How position on the list may change:**

1. Employees can be moved up on the list if other employee above them are moved down below them on the list or are removed from the list.
2. Employees can be moved down on the list for the following: (in accordance with Article XII and Article VII, Section 6 of the Constitution and Bylaws)
  - a. Cancellation of a confirmed assignment without qualified replacement three times in one year. (CBA 4.9)
  - b. One "no-call-no-show" incident.
  - c. Violation of employer's drug and alcohol policy.
  - d. Abusive or inappropriate behavior.
  - e. Not working effectively with other crewmembers.
  - f. Not working effectively with client or employer representatives.
  - g. Habitually not arriving at job site on time and ready to work.
  - h. Not performing work assignment effectively.



D. Removal from Hiring List:

1. An employee will be removed from the hiring list when the union receives a "do not dispatch letter", concerning the employee, from three separate clients. For a list of grievances warranting a "do not dispatch letter", refer to Union Contract, Section 4 (Hiring Sub-section "Discipline and Discharge").
2. For movement down the list or removal from the list, infractions must be serious and/or repeated. Management will have a minimum of one meeting to discuss job performance concerns. The employee shall have the right to have a Union Representative present at each meeting.

E. Dispatched to Assignments from the List:

1. SAMMCO will send out, via email, a copy of the booked shows for members review and selection of jobs. We will be working three months ahead. Bid sheets are to be returned by the Wednesday closest to the 15<sup>th</sup> of the month. Example, June 2014 is sent out on Monday, March 3, 2014. Members will have up to 10 calendar days to review and return their selections to the booking office with selections being due by 8 AM of the second following Wednesday, March 12<sup>th</sup>.
2. Bookings are based on Client/Rights-holders requests followed by seniority.
3. For those unable to access their computer during this time a copy of the booking schedule is online at [www.sammco.com](http://www.sammco.com). Selections from the online schedule may be made and sent to the booking office at any time. Those members who will be on vacation during the 10 day long selection period may email their selections ahead of time based on the online schedule. They will be crewed based on the normal criteria of requests and seniority.
4. Each member will receive a booking confirmation email from the booking office by the Monday, following the close of the booking week.
5. Members will receive a written confirmation of their schedule prior or at the start of the third week of each month. The booking office will make every effort to get written booking confirmation back to the members as quickly as possible and the date quoted is an outside date, however there is a time factor involved in getting all of the booking sheets set up and data input completed.
6. Members may respond with their elections via phone, however email is the preferred method as it reduces mistakes and provides a written record.
7. The BAFA/IATSE 119 Business Representative shall be allowed to waive certain conditions, as needed, for added shows and late bookings where time is of the essence, to allow SAMMCO to effectively crew shows properly.

ADDENDUM A.

When the Client/Rights-holder/Vendor is not the same in a short turnaround situation, the rest period language in the contract (Section 14.3) shall be waived by the Union. Bookings are based on the Client/Rights-holders requests followed by established discipline hiring lists.

For: MIRA

For: KELLEYCORE, d/b/a, SAMMCO

By: [Signature]

By: [Signature]

Its: VP & GM

Its: owner

Date: 4/21/14

Date: 4-24-14

For: BAFA / IATSE 119

For: IATSE

By: [Signature]

By: [Signature]

Its: President IATSE 119

Its: Director, Broadcast

Date: 4-24-2014

Date: 4-14-14

## IATSE NATIONAL PENSION, NATIONAL HEALTH &amp; WELFARE, ANNUITY, AND VACATION FUNDS

## Trust Acceptance Agreement

The IATSE or the IATSE Local named below (the "Union") and the Employer named below agree as follows regarding benefits to the Pension, Health & Welfare, Annuity, and/or Vacation Fund, respectively and individually as specified below, for employees covered by the Collective Bargaining Agreement ("CBA") between them:

**1. Trust Agreement (check off all applicable Funds per the terms of the CBA):**

Employer agrees to be bound by all of the terms and provisions of :

- a. **PENSION:** The Agreement and Declaration of Trust (the "National Pension Fund Trust Agreement") establishing the IATSE National Pension Fund (the "National Pension Fund") as restated September 22, 2005, and as amended, and the National Pension Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "National Pension Fund Collection Guidelines")
- b. **HEALTH & WELFARE:** The Agreement and Declaration of Trust (the "Welfare Fund Trust Agreement") establishing the IATSE National Health and Welfare Fund (the "Welfare Fund") as restated September 22, 2005, and as amended, and the Welfare Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Welfare Fund Collection Guidelines")
- c. **ANNUITY:** The Agreement and Declaration of Trust (the "Annuity Fund Trust Agreement") establishing the IATSE Annuity Fund (the "Annuity Fund") as restated September 22, 2005, and as amended, and the Annuity Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Annuity Fund Collection Guidelines")
- d. **VACATION:** The Agreement and Declaration of Trust (the "Vacation Fund Trust Agreement") establishing the IATSE National Vacation Fund (the "Vacation Fund") as restated September 22, 2005, and as amended, and the Vacation Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Vacation Fund Collection Guidelines")

Employer also agrees to be represented in the administration of the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, respectively as specified above, by the Employer Trustees therein named or by their successors.

**2. Computation of Contributions**

Commencing with the effective date for contributions under the CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, Employer agrees to contribute the sums specified in the CBA to the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable, for each and every employee whose position is covered by that Agreement.

**3. Payment of Contributions**

Payment of contributions as required above shall be made by check payable to the "IATSE National Pension Fund," the "IATSE National Health & Welfare Fund," or the "IATSE Annuity Fund," and must be received in the appropriate Fund Office not later than: **For Weekly Contributors, the end of the week following the week of employment; OR, For Monthly Contributors, the 10<sup>th</sup> day of each month following the month of employment.** Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the applicable Funds.

Check One:  Monthly Contributor

Weekly Contributor

\_\_\_\_\_ (If CBA provides a different due date than set forth above, indicate due date here)

→ **Note:** Any 401(k) salary deferral contributions, to the Annuity Fund must be received by **no later than the 15<sup>th</sup> of the month following the month in which the work was performed** and the deductions withheld.

→ **Note:** For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

Please refer to the Contributions & Collections Handbook for more information on submission of contributions, refunds, interest, etc.

**4. Records**

Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its records covering such employment in accordance with the Trust Agreements and the National Pension Fund, Welfare Fund, Annuity Fund, and/or Vacation Funds' Collection Guidelines, as applicable herein.

**5. IRS Compliance**

The Pension, Health & Welfare, Annuity, and Vacation Plans adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the National Pension Fund, the Welfare Fund, and the Annuity Fund, as a deduction for income tax purposes.

**6. Terms of the CBA**

If not already attached to this Trust Acceptance, a copy of the current CBA will be provided by the Employer upon request by the Funds Office. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA that supersedes the current contribution rates, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the appropriate Fund Office[s] for all Funds affected. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the current contribution rates, this Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable herein.

7. **TERM OF CONTRACT:** From April, 1, 2014 To March 31, 2017
8. **TYPE OF CONTRACT:** (e.g., Area Standards, Travelling Stage Employees Contract): TBE - Sports Broadcast
9. **CONTRIBUTION RATES (Please complete for all applicable Funds):**

**PENSION**

**To Which Pension Plan Are You Contributing (Check One):**

- Pension Plan B  
 Pension Plan C

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
4-1-14	3-31-15	\$	12.50	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input checked="" type="checkbox"/> Day <input type="checkbox"/> Shift		
4-1-15	3-31-16	\$	13.00	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input checked="" type="checkbox"/> Day <input type="checkbox"/> Shift		
4-1-16	3-31-17	\$	13.50	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input checked="" type="checkbox"/> Day <input type="checkbox"/> Shift		

\* If percent (%), please check off whether percent of **gross** or **scale earnings**.  
 If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

**Note:** For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

**HEALTH & WELFARE**

**To Which Health & Welfare Plan Are You Contributing (Check One):**

- Health & Welfare Plan A (Note that Plan A has minimum daily rates)  
 Health & Welfare Plan C

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
4-1-14	3-31-15	\$	7.16	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Shift		
4-1-15	3-31-16	\$	7.56	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Shift		
4-1-16	3-31-17	\$	7.96	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Shift		

\* If percent (%), please check off whether percent of **gross** or **scale earnings**.  
 If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

**ANNUITY**

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
4-1-14	3-31-17	%	5%	<input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Shift		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Shift		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day <input type="checkbox"/> Shift		

\* If percent (%), please check off whether percent of **gross** or **scale earnings**.  
 If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

9. CONTRIBUTION RATES (continued)

Salary deferrals to the Annuity Fund

For salary deferrals (401(k) contributions) to the **Annuity Fund**, you must meet the requirements under (a) or (b):

(a) The **Employer** contribution rate must be **3% or greater of employee's wages**, or

(b) The employee is working under one of the following contracts (check one):

- Theatrical and Television Motion Picture Area Standards Agreement
- AICP Multi-State Supplement to the AICP West Agreement
- Single Signatory (i.e., one-off) theatrical motion picture and television agreement
- Low Budget theatrical and television motion picture term agreement
- Television term agreement
- Music Video Production Agreement

For salary deferrals under this section (b) no Highly Compensated Employees may participate. In addition, Employer agrees to timely provide salary information for all relevant periods for all employees eligible to participate or who would be eligible if they were not Highly Compensated Employees. (Employer check here if applicable and agreed)  **Agreed**

Employer agrees to withhold the respective salary deferral (401(k) contributions) per the requirement above and submit same to the Annuity Fund by no later than the 15<sup>th</sup> of the month following the month in which the work was performed and the deductions were withheld. (Employer check here if applicable and agreed)  **Agreed**

**VACATION**

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$)	PER *	MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

\* If percent (%), please check off whether percent of **gross** or **scale** earnings.  
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

The parties hereto agree to the above provisions numbered 1-9:

FOR IATSE <sup>and</sup> IATSE Local # 119 (Fill in applicable union Local #): INTV Director, Broadcast Sandra J. England  
 By: [Signature] (Signature of Authorized Officer) 119 President IATSE 119 (Title) [Print Name] (Print Name)  
 Date: 4-14-14 4-24-2014, 2014

FOR EMPLOYER:  
MIRA Mobile Television, Inc. (Insert Name of Employer) 26-3937006 (Employer Federal Tax ID No.)  
15749 SW Canyon Creek Rd Suite 100 Wilsonville, OR 97070 (Address) (City, State, Zip)  
503-464-0900 (Area Code/Telephone No.) 503-464-0877 (Area Code/Fax No.)  
 By: [Signature] (Signature of Authorized Officer) VA & GM (Title) FRANK E TAYLOR (Print Name)  
 Date: April 21, 2014

PAYROLL COMPANY (If Applicable)  
Kelleycere Inc DBA Sammco (Payroll Company) Shannon Bird (Name of Contact Person)  
9064 Lloyd Lane Stockton CA 95212 (Address) (City, State, Zip)  
209 931 3501 (Area Code/Telephone No.) 855 726 6261 (Area Code/Fax No.)



## Attachment 14: Loading and Unloading Work

(Admin Code 21C.10)

the Collective Bargaining Agreement between Freeman Exposition Inc., GES/Global Experience Specialists, Curtin Convention & Exposition Services, Inc., and all other signatory employers within the greater San Francisco Bay Area and Teamsters Local 2785, Local 287 and Local 70.

This Agreement is in effect from April 1, 2017 through  
March 31, 2020







**CONVENTION & TRADE SHOW  
AGREEMENT**

**BETWEEN**

**TEAMSTERS LOCAL 2785  
TEAMSTERS LOCAL 287  
TEAMSTERS LCOAL 70**

**APRIL 1<sup>ST</sup>, 2017 TO MARCH 31<sup>ST</sup>, 2020**

TABLE OF CONTENTS

Page

Preamble.....	1
Article 1 - Union Security.....	1
Section 1 – Recognition.....	1
Section 2 - Union Membership.....	1
Section 3 - Scope of Agreement.....	1
Section 4 - Hiring Procedure.....	2
Hiring and Referral.....	2
License Requirements.....	3
Hiring Standards.....	3
Notification.....	3
Hold Harmless .....	3
Section 5 - Joint Training Committee .....	3
Section 6 - Union Identification Badges .....	4
Article II.....	4
Section 1 - Discharge.....	4
Section 2 - Seniority .....	4
Section 3 - Notice of layoff and Rehire Procedure .....	5
Section 4 - Saturday and Sunday Work Eligibility .....	6
Section 5 - Filling All Paid Positions.....	6
Section 6 - Integrated Seniority and Transfer of Company, Title and Interest.....	7
Section 7 - Change of Operations.....	7
Section 8 - Job Seniority in Reassignment.....	8

	<u>Page</u>
Section 9 - Union Activities.....	8
Article III - Overtime.....	8
Section 1 - Overtime After Meal Period.....	8
Section 2 - Overtime Limitations - Terminal and/or Satellite.....	8
Section 3 - Subsistence Expense.....	9
Article IV - Work Not Included.....	9
Article V - Protection of Rights.....	9
Section 1 - Picket Lines.....	9
Section 2 - Struck Goods.....	9
Section 3.....	9
Article VI - Unauthorized Work Stoppage.....	9
Article VII - Grievance Procedure.....	10
Section 1 - Initial Handling.....	10
Section 2 - Labor Management Committee.....	10
Section 3 - Use of an impartial Arbitrator.....	11
Section 4 - Limitations of Arbitrators Authority.....	11
Section 5 - Handling of Discharges or Suspensions.....	11
Article VIII - Holidays.....	13
Article IX - Vacations.....	14
Section 1 - More than Three Years.....	14
Section 2 - Pro Rata Schedule.....	14
Section 3 - One to Three Years.....	14
Section 4 - Termination.....	15
Section 5 - Seniority.....	15

	<u>Page</u>
<b>Section 6 - Due Consideration.....</b>	<b>15</b>
<b>Section 7 - Vacation Pay .....</b>	<b>15</b>
<b>Section 8 - Staggered Vacation.....</b>	<b>15</b>
<b>Section 9 - Additional Compensation .....</b>	<b>15</b>
<b>Section 10 - Scheduling .....</b>	<b>15</b>
<b>Article X - Work Rules .....</b>	<b>16</b>
<b>Section 1 - Work Jurisdiction.....</b>	<b>16</b>
<b>Section 2 - Leave of Absence .....</b>	<b>17</b>
<b>Section 3 - Effect on Vacations - Holidays .....</b>	<b>18</b>
<b>Section 4 - Health &amp; Welfare When on Leave.....</b>	<b>18</b>
<b>Section 5 - Voting Time.....</b>	<b>18</b>
<b>Section 6 - Payday .....</b>	<b>18</b>
<b>Section 7 - Stewards .....</b>	<b>19</b>
<b>Section 8 - Operating Requirement .....</b>	<b>19</b>
<b>(A)Defective Equipment.....</b>	<b>19</b>
<b>(B)Traffic Citations.....</b>	<b>20</b>
<b>(C)DMV Records.....</b>	<b>20</b>
<b>(D)Seniority List.....</b>	<b>20</b>
<b>(E)Time Card.....</b>	<b>20</b>
<b>(F)Maintenance of Sanitary Facilities.....</b>	<b>20</b>
<b>(G)Company Meeting.....</b>	<b>20</b>
<b>(H)Inspection Privileges.....</b>	<b>21</b>
<b>(I)Extra Contract Agreements.....</b>	<b>21</b>

**Section 9 - Non Discrimination .....21**

**(A) Non-Disabling**

**Handicap.....21**

**(B) .....21**

**(C) Age.....21**

**(D) Blacklisting.....22**

**(E) Union Activities.....22**

**(F) Equal Employment Opportunity.....22**

**Family and Medical Leave Act (FMLA).....22**

**Section 10 - Telephone Calls ..... 22**

**Section 11 - New Methods .....22**

**Section 12 - Dues Check-Off. ....23**

**Article XI - Work Hours ..... 23**

**Section 1 - Hours .....23**

**Section 2 - Saturday Work.....24**

**Section 3 - Sunday and Holiday Work.....24**

**Section 4 - Rotation of Premium Work.....24**

**Section 5 - Show Up Time .....24**

**Section 6 - Rest Period .....25**

**Section 7 - Lunch Period .....25**

**Section 8 - Employee Notification for Weekend Work.....25**

**Section 9 - Show Site Allowance .....25**

**Article XII - Hourly Wage Rates..... 25**

**Section 1–Classification.....25**

**Section 2 - Non Seniority Employees.....26**

	<u>Page</u>
Section 3 - Work in Higher Classification .....	26
Section 4 - Machinery Handling .....	26
Article XIII - Sick Leave .....	26
Article XIV - Health & Welfare .....	27
Section 1 - Health & Welfare Plan .....	27
Section 2 - Employee Benefit Programs.....	27
Section 3 - Eligibility and Company Contributions.....	27
RSP.....	28
Section 4 - Employer Contributions.....	28
Section 5 - Miscellaneous.....	29
Article XV - Pension Plan .....	29
Section 1 - Employer Contributions.....	29
Section 2 - Payment During Periods of Absence .....	29
Section 3 - Definition of Regular Employee .....	29
Section 4 - Delinquent Contributions.....	29
Section 5 - Posting Notice .....	30
Section 6 - Supplemental 401K Plan .....	30
Article XVI - Health & Welfare and Pension Delinquencies.....	30
Article XVII - Emergency Reopening.....	31
Article XVIII - Health & Safety .....	31
Article XIX - Funeral Leave .....	31
Article XX - Jury Duty .....	31
Article XXI - Jurisdiction.....	32
Article XXII - Severability .....	32

	<u>Page</u>
Article XXIII - Entire Agreement .....	32
Article XXIV - Term of Agreement .....	33
Addendum "I" Article and Drugs (NMFA Article 35)	
Addendum "II" Memorandum of Agreement RE: San Francisco Sick Leave Ordinance	
Memorandum of Agreement Addendum "III"	
Amendment to Addendum "III" RE: JC-7 one for one Agreement	
Memorandum of Understanding RE: Diversity and fairness in the Workplace	
Memorandum of Understanding RE: Major topic of Health Care increase	

AGREEMENT

BY AND BETWEEN

FREEMAN EXPOSITION. INC.

GES/GLOBAL EXPERIENCE SPECIALISTS

CURTIN CONVENTION & EXPOSITION SERVICES, INC.

AND ALL OTHER SIGNATORY EMPLOYERS WITHIN THE GREATER  
SAN FRANCISCO BAY AREA

AND

TEAMSTERS LOCAL 2785, LOCAL 287 AND LOCAL 70

TERM OF AGREEMENT APRIL 1, 2017 TO MARCH 31, 2020

PREAMBLE

This Agreement is made and entered into as of April 1, 2017, by and between Freeman Exposition, Inc., GES/Global Experience Specialist and Curtin Convention & Exposition Services, Inc. hereinafter referred to as the "Employer" or "Company" and the Teamsters Local Unions Nos. 2785, Local 287 and Local 70, hereinafter referred to as the "Union".

ARTICLE I - UNION SECURITY

SECTION 1 - RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for all employees covered by this Agreement.

SECTION 2 - UNION MEMBERSHIP

All employees shall apply for membership in the Union on or after the thirtieth (30<sup>th</sup>) day following the beginning of their employment or the effective date of this Agreement, whichever is later, and as a condition of employment shall maintain their membership in the Union in good standing.

SECTION 3 - SCOPE OF AGREEMENT

This Agreement shall cover all drivers, forklift operators, hostlers, warehouse workers, helpers, scanners, scales, rigging and electric pallet jacks and foremen of such



employee's, as they are classified in Article XII, who perform the work of loading, unloading and transferring freight or deco material as enumerated Article X, Section 1, of this Agreement using trucks, vans, forklifts and related equipment (hand trucks, dollies, electric carts, etc.) under the control of the Employer when used in performing work covered by this Agreement. The Operation of all trucks and vans with a capacity of carrying in excess of 1.5 tons of deco material or freight, for purposes of producing Trade Shows, Conference's and Conventions in accordance with this Agreement and current work practices, shall be performed by employee's covered by this Agreement.

The terms of this agreement should be applicable to Employees of Employer's performing work within the jurisdictional boundaries of Local Unions 2785,287 and 70 and within the radius of two hundred (200) continuous miles outside of the jurisdictional boundaries of Unions 2785, 287 and 70 in effect on July 1, 1989. This Section shall become effective on July 1, 1989.

#### **SECTION 4 - HIRING PROCEDURE**

##### **HIRING AND REFERRAL**

Whenever the Employer requires workers in addition to their regular seniority employees they shall notify the Local 2785 hiring hall by telephone or other electronic means stating the location, start time, approximate duration of the job, classification and number of workers required. The employer may request 50% of the number of required workers by name. In the event the employer requires workers possessing special skills, the Union will dispatch such qualified workers with the required skills and abilities in addition to the employers 50% call by name. The Union, in accordance with its Hiring Hall procedures, shall dispatch the balance of workers and notify the Employer of their names by facsimile or e-mail. The Employer shall notify the Union of the names of all regular seniority employees scheduled to work on a daily basis. Such notification shall be by facsimile or e-mail by the end of each business day for the following regular workday.

Regular Seniority employees and Casual Workers shall report directly to the work location within Local 2785 jurisdiction as designated by the Employer. For work locations outside Local 2785 jurisdiction, employees shall report directly to the Employer's San Francisco County, or San Mateo County facility. Any Casual worker dispatched by the Union to the Employer for the "move-in" of the trade show, shall be first dispatched by the Union to the Employer for the "move-out" of the same show, if so requested by the Employer.

For each worker dispatched, the Union shall send to the Employer with the worker, or by mail, a written referral slip. The Employer shall have the right to reject any job applicant referred by the Union, provided that he/she shall in no way discriminate against persons because of union membership or activities.

## LICENSE REQUIREMENTS

No employee or applicant for employment shall be required to possess a Commercial Driver's License unless such license be required by law for the type of work actually performed by the employee, which shall be specified by the Employer to the Local Hiring Hall. In such case a classification of Commercial Driver's License higher than imposed by law shall not be required.

It is the Employer's responsibility to provide and pay for physical examinations for Regular Seniority and all Qualified Casual Employees when those employees require such examination to perform driving duties for which they are qualified for the Employer.

## HIRING STANDARDS

Upon such receipt of notice, the Local Hiring Hall shall endeavor to furnish the workers with the qualifications and license requested. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, membership, policies or requirements.

## NOTIFICATION

If the Union is unable to furnish workers after the Employer calls for them, the Employer shall be free to procure workers from any other source or sources as casual employees on a one day basis. Upon completion of the one day of employment, each casual employee hired from a source other than the Union Hiring Hall shall be referred by the Employer to the Union Hiring Hall. He/she shall in such event, notify the Union within twenty-four (24) hours of the names, addresses and social security numbers of workers so hired.

## HOLD HARMLESS

The Union shall hold the Employer safe and harmless from any liability whatsoever arising under this Section, "Hiring Procedure", as long as the Employer complies with the provisions of this Section.

## SECTION 5 - JOINT TRAINING COMMITTEE

The parties have established a Joint Training Committee (JTC) consisting of six (6) members, three (3) of whom shall be appointed by the Employers and shall maintain an employment relationship with an Employer signatory to this Agreement, and three (3) of whom shall be appointed by the Union and shall maintain membership in the Union.

The purpose of the JTC is to insure an adequate number of trained and qualified employees in the Trade Show and Convention Industry within the jurisdiction of this Agreement. The functions of the JTC shall include, but are not limited to, selecting and maintaining a qualified list of employees for the Union to dispatch as required to Trade

Show Employers, working with the Employers and Union to insure that employees covered by this Agreement, who are eligible to upgrade to a Class A License, have the opportunity to schedule the necessary training time on the required equipment.

The JTC shall meet in regular session at least once each quarter and in executive session as they deem necessary. They shall select a Chair and Secretary on one (1) year terms. These two positions shall be alternately rotated between the Union and the Employers. The JTC shall adopt the necessary rules and procedures to perform their proper function so long as such rules and procedures do not conflict with the Collective Bargaining Agreement or the internal policies of the Union or Employers.

Effective April 1, 2017, the hourly rate shall be twenty-five (\$.25) cents, or on such other date to be determined by the JTC, each signatory Employer shall contribute an amount hourly during this contract term, to the Trust Fund, for each hour paid or worked by employees covered by this Agreement to the Tradeshow Contractors and Teamsters Local 2785 Joint Training Trust Fund. The parties shall be bound to the Trust Fund Document, as amended from time to time by the JTC (which may include changes to the hourly contribution rate), as though they had actually signed the same.

#### **SECTION 6 - UNION IDENTIFICATION BADGES**

The Union shall furnish each employee with an appropriate photo identification badge to be properly displayed above the waist while working. Each Employer shall furnish a Company identification sticker to be properly affixed to the designated position on such badge while working for that Employer.

### **ARTICLE II**

#### **SECTION 1 - DISCHARGE**

Any employee may be discharged for just cause, subject to the provisions and procedures as contained in Article VII, Section 5.

#### **SECTION 2 - SENIORITY**

Regular Seniority Employees shall be called to work in order of seniority, subject to the required qualifications, including license requirements. In the reduction of forces due to the lack of work, the last employee hired shall be the first laid off, and in re-hiring, the last employee laid off shall be the first employee re-hired, until the list of former employees is exhausted. However, a master seniority list shall apply to all the Employer's terminals within the specific territorial jurisdiction. When seniority boundaries other than territorial jurisdiction are mutually agreed to between the Employer and the Union, such defined boundaries shall be reduced to written Rider.

**SENIORITY SHALL BE CONSIDERED BROKEN BY:**

- (a) Discharge for cause;
- (b) Resignation;
- (c) Thirty-six (36) consecutive months of layoff;
- (d) Failure to notify the Employer of availability for work within one (1) month of layoff.
- (e) **Establishing Seniority** - For purposes of this Agreement, the Union recognizes the need for the Company to have regular, seniority employees. These employees may enjoy wages and benefits apart from temporary employees. The Company recognizes that from time-to-time it shall employ casual, part-time, temporary employees from the Local Hiring Hall. Should a temporary employee work thirty (30) consecutive days he/she will be considered to have gained seniority with the company and will be added to the company's seniority list. No employee covered by this Agreement shall establish or maintain seniority with more than one Employer.
- (f) **Availability**- Regular seniority employees shall be available to work each day for their regular Employer during the regular workweek, except when placed on layoff in accordance with Section 3 of this Article II. Any regular seniority employee who is not available to work for their regular Employer when so scheduled shall not be eligible for work with another Employer signatory to the Convention and Trade Show Agreement.

**SECTION 3 - NOTICE OF LAYOFF AND REHIRE PROCEDURE**

All Employees are to be given written notice or notice posted on bulletin board of impending layoffs not later than the end of the last shift worked prior to the commencement of such layoffs.

All employees on temporary layoff shall call the Employer between the hours of twelve o'clock (12:00) noon and three o'clock (3:00) PM daily. If no work is provided, they shall report to the Local Hiring Hall each morning not later than seven (7:00) AM, and shall be dispatched to the Employer if he requires additional help that day, according to their seniority. Failure of such employees to be dispatched to the Employer (if additional help is required) because said employees were not available at the Local Hiring Hall, shall relieve the Employer of any liability for pay for those employees in the order of their seniority.

An employee on an indefinite layoff, (i.e.) a layoff in excess of five (5) consecutive working days excluding Saturday, Sunday and Holidays, shall report at the call of the

Employer, which shall be by telephone, or telegram if unable to reach by telephone. If by telephone, such telephone call shall be made to the employee's last known telephone number, as reflected on the Company's personnel records, in the presence of an employee representative or alternate designated by the Union, or in their absence, the most senior employee working on the premises. The Employer shall maintain a record of each call. Such record shall be initialed by the bargaining unit employee. If the Employer calls the employee by telegram, the employee shall respond as soon as possible, if accepted, and physically report for duty within one hundred twenty (120) hours, exclusive of Saturday, Sunday and Holidays, from time of receipt of the telegram. If the employee fails to report for duty within one hundred twenty (120) hours, exclusive of Saturday, Sunday or Holidays from the time of the receipt of said telegram, the employer will advise the employee by registered or certified mail, with a copy to the Local Union, that his/her failure to report has removed him/her from the seniority list, terminating his/her employment. Such notice of removal by registered or certified mail shall be within the time limits provided in Article VII, "Handling of Discharges or Suspensions". Any violation of this Section shall be subject to the grievance and arbitration procedure described herein.

Where the Local Union does not maintain a Hiring Hall, employees laid off shall report to their Employer by phone or in person no less than one (1) hour before the regular shift would begin for such work that might be available each day. Failure to so report shall relieve the Employer of any liability for pay for those employees who do not work that day, providing the Employer works such employees who so reported in order of their seniority. The employee will be responsible to notify the Company in writing with any change of address or telephone.

#### **SECTION 4 - SATURDAY AND SUNDAY WORK ELIGIBILITY**

Employees must work two (2) days during the preceding week to qualify for weekend work, providing the employee was not on layoff or vacation. An employee returning from vacation is eligible for Saturday or Sunday work after those who qualify or were available during the week upon notification to the Company as stated above.

An employee laid off on the last work day before a holiday shall be eligible for premium work on that holiday.

#### **SECTION 5 - FILLING ALL PAID POSITIONS**

In filling all paid positions under this Agreement, employees working in other classifications under the jurisdiction of this Agreement shall be given reasonable trial on the basis of seniority to demonstrate their ability to qualify for such positions. However, when an employee at his/her own request is placed in a lower paid classification, he/she shall be paid at the rate of the lower classification.

**SECTION 6 - INTEGRATED SENIORITY AND TRANSFER OF COMPANY,  
TITLE OR INTEREST**

In the event of the sale, transfer or merger of companies, one or both of which are parties to this Agreement, the employees shall establish seniority in the new operation and be integrated upon the original date of hire recognized by the last employer. Such integration is to apply where the Company operations or terminals involved in the sale, transfer, or merger are entirely within the territorial jurisdiction of one Local Union covered by this Agreement, subject to the provisions of Article II, Section 2.

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. (On the sale, transfer or lease of an individual run or runs, only the specific provisions of this contract, excluding other conditions, shall prevail). It is understood by this Article that the parties hereto shall not use any leasing device to a third party to evade this contract. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing, with a copy to the Union, at the time the seller, transferee, or lessor executes a contract or transaction as herein described. In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, the transferee, or lessee to assume the obligations of this contract, the Employer shall be liable to the Union and to the employees covered for all damages sustained as a result of such failure to give notice or such failure to require assumption of the terms of this contract, but shall not be liable after the purchaser, transferee or lessee has agreed to assume the obligations of this contract.

**SECTION 7 - CHANGE OF OPERATIONS**

In the event the Employer completely, closes and relocates its facility or opens another facility within the jurisdiction of the Union or Joint Council No. 7, Regular Seniority employees shall be afforded first work opportunity at the new site or location to perform work which was previously performed by said employees of the Employer under the terms and conditions of this Labor Agreement.

Regular Seniority employees shall be offered work opportunity in the order as their names appear on the seniority list. Any Regular Seniority employee offered such work assignment and who accepts, will perform work under the terms and conditions of the applicable Labor Agreement as may be in effect for the new location. Further, any Regular Seniority employee offered such work opportunity shall notify the Employer within sixty (60) calendar days from the date such offer is made as to whether he/she accepts the assignment. Failure to notify the Employer within this time period shall constitute a waiver of the Employer's obligation to the Regular Seniority employee.

Notwithstanding, the Employer shall only be obligated to offer work opportunity to the number of employees it needs at the new or expanded operation. Should additional employees be required, the Employer shall continue to offer work assignments to Regular Seniority employees until the seniority list is exhausted.

#### **SECTION 8 - JOB SENIORITY IN REASSIGNMENT**

Seniority will be used in bidding for assignments to classifications, subject to qualification. Once an employee has established seniority in a classification and is reassigned to a lower paid classification, he/she shall continue to be compensated at the higher wage scale if seniority is not observed in his/her reassignment. However, when an employee at his/her own request is placed in a lower paid classification, he/she shall be paid at the rate of pay of the lower classification.

#### **SECTION 9 - UNION ACTIVITIES**

Any member of the Union elected to or selected for office or as a delegate for specific Union activities necessitating a leave of absence shall be granted such leave without loss of seniority, subject to qualification.

### **ARTICLE III - OVERTIME**

#### **SECTION 1 - OVERTIME AFTER MEAL PERIOD**

Employees directed to take a one (1) hour meal break shall be guaranteed two (2) hours of employment following the break and shall be required to complete the work assignment. If the employee is directed to take a one-half (1/2) hour meal break, he/she shall be paid for the meal break but no guarantee will be in force and the employee shall be required to complete the work assignment. This should be applicable to dinner break at 5 p.m. only. Not applicable to lunch break at 12 p.m.

#### **SECTION 2 - OVERTIME LIMITATIONS - TERMINAL AND/OR SATELLITE TERMINAL**

Employees may refuse to work overtime if in excess of one (1) hour if such refusal is based upon just cause. Abuse of this Section shall be subject to the grievance procedure. The Employer shall post and maintain a current seniority list at all times in a conspicuous place at the terminal and/or satellite terminal. An employee may indicate on such list that he/she is willing work overtime in excess of one (1) hour per day, and may change such indication on Friday of each week. The overtime limitation under this Section shall apply to terminal and/or satellite terminal overtime only.

### SECTION 3 - SUBSISTENCE EXPENSE

Employees required to remain out of town overnight shall be reimbursed for actual, reasonable expenses for meals and lodging in accordance with the Employers policy for all employees of that Employer. Meal expense allowance shall not be less than the current Internal Revenue Service allowance in effect at the time of the trip. Employees requesting an expense advance shall submit such request during normal business hours in accordance with the Employers procedure.

### ARTICLE IV - WORK NOT INCLUDED

No Employee working under the terms of this Agreement shall be required to perform any work not specifically included in the classifications specified herein.

### ARTICLE V - PROTECTION OF RIGHTS

#### SECTION 1 - PICKET LINES

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket lines of Unions party to this Agreement, and including primary picket lines at the Employer's place of business.

#### SECTION 2 - STRUCK GOODS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any service which his/her Employer undertakes to perform as a ally of an Employer or person whole employees are on strike, and which service, but for such strikes, would be performed by the employees of the Employer or persons on strike.

#### SECTION 3

The Employer agrees that it will not cease or refrain from handling, using, transporting, or otherwise dealing in any of the products of any other Employer or cease doing business with any other person, or fail in any obligation imposed by the Motor Carriers' Act or other applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Employer shall not, withstanding any other provision in this Agreement, when necessary, continue doing such business by other employees.

### ARTICLE VI - UNAUTHORIZED WORK STOPPAGE

For the period of this Agreement, except as otherwise provided for in this Agreement, there shall be no strikes or lockouts.



## ARTICLE VII - GRIEVANCE PROCEDURE

### SECTION 1 - INITIAL HANDLING

Any grievance or controversy affecting the mutual relations of the Employer and the Union shall first be taken up between the Local Union and the Employer. If the matter is not resolved between the Employer and the Local Union within five (5) days, excluding Saturdays, Sundays and Holidays, after first being taken up, it shall be reduced to writing by the grieving party within ten (10) days; copies shall be sent to the other party to the case, to his/her collective bargaining representative, and the case shall be referred to the Labor Management Committee and put on its agenda.

Except as provided elsewhere in this Agreement where a lesser time is stipulated, all grievances, claims and disputes shall be submitted to the Labor Management Committee within thirty (30) days of occurrence, or point of knowledge of the matter upon which the grievance, claim or dispute is based, and the Committee shall hear the matter within fifteen (15) days after receiving submission, unless a longer time is mutually agreed upon. Any such grievance, claim or dispute not submitted within such time shall be waived, unless the Labor Management Committee by majority vote for good cause accepts such submission, or unless either party has intentionally concealed the facts upon which the grievance, claim or dispute is based.

### SECTION 2 - LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee composed of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. The Committee shall formulate such rules of procedure, consistent with this Agreement, as it may deem advisable, and such rules of procedure will be made known to all the parties under this Agreement. The Union members of the committee shall select a secretary and the Employer members of the committee shall select a secretary to act as the Joint secretaries for the Committee.

Two (2) representatives from the Union and two (2) representatives from the Employer shall constitute a quorum necessary for the Committee to act upon any case. In voting upon any matter, the Employer's panel of the Committee and the Union's panel of the Committee shall have an equal number of votes, regardless of the actual number present on the respective panels. Except for reasons to be agreed upon by the Committee in its rules of procedure, or unless it has been mutually agreed upon between the parties to a case that the Labor Management Committee hearing be postponed, failure of either party to a case to have a representative present and to present its case at a Committee meeting shall result in a default decision against such party.

In the event the parties to a case agree to a postponement, the agreement shall be given to the joint secretaries of the Committee in writing.

No committee member who is an official or an employee of the Employer (at the location where the grievance arose) party to the case, the Union representative of the Local Union party to the case, shall serve on the committee for that particular case being decided by the Committee. In such circumstances, the Committee member shall be replaced by another member for the hearing of the case.

A majority decision by the Committee shall be final and binding upon the parties. Should the parties so agree, the Labor Management Committee step may be bypassed and the grievance submitted directly to an impartial Arbitrator.

### **SECTION 3 - USE OF AN IMPARTIAL ARBITRATOR**

If the Committee reaches a deadlock on any case, the matter may be submitted to an impartial arbitrator by either the Employer or the Union within ten (10) days of the deadlock. If the parties cannot agree on an arbitrator within five (5) working days following such notification, a request shall be made to the Federal Mediation and Conciliation Service for a list of seven (7) names.

The arbitrator is to be chosen by alternating striking of names.

### **SECTION 4 - LIMITATIONS OF ARBITRATOR'S AUTHORITY**

The decision of the arbitrator shall be specifically limited to the matter submitted to him/her, and he/she shall have no authority to amend, alter or change any provisions of this Agreement in any manner. All expenses of the arbitrator shall be borne jointly by the Employer and the Union, except for those individual expenses which the Employer or the Union may incur for the purposes of putting on their case.

### **SECTION 5 - HANDLING OF DISCHARGES OR SUSPENSIONS**

Any case pertaining to a discharge or suspension shall be handled as follows:

- (a) The following offenses shall constitute grounds for discharge and immediate removal from the job, each having occurred in connection with employment; theft, proven intoxication, fighting, physical assault or threats of bodily harm; carrying or discharging any weapon, firearm or explosive devise (including fireworks); demanding tips, gratuities, products or favors from Customers; willful refusal to perform an assigned task or obey a direct order from a Supervisor (except if such refusal is based on a reasonable belief that compliance would jeopardize life or limb); willful falsification of company records or reports; intentional violation of safety rules or regulations; willful destruction of proper of the company, customer, show site or fellow employee; possession, sale or distribution of any illegal drug or narcotic.

In all other cases involving discharge or suspension, the employee shall be allowed to remain on the job without loss of pay, unless and until the discharge is sustained under the grievance machinery.

- (b) Offenses not warranting immediate discharge as set forth in sub-paragraph (a) above, shall be handled as follows:

- 1<sup>st</sup> Offense - Verbal warning
- 2<sup>nd</sup> Offense - Written warning
- 3<sup>rd</sup> Offense - Written reprimand
- 4<sup>th</sup> Offense - Employee shall be subject to Suspension or Discharge

Disciplinary documents shall remain active in an employee's file for a period of six (6) months from the date the disciplinary document was issued. In the event an employee fails to call in absent and does not report to work or contact the Employer during the scheduled workday such employee shall be subject to final written reprimand for the first offense and subject to discharge for the second offense, providing such second offense is within six (6) months of the first offense.

- (c) Within ten (10) days, excluding Saturdays, Sundays and Holidays, of the occurrence or point of knowledge of the alleged cause for discharge or suspension, the Employer shall give written notice by certified mail to the employee and to the Local Union of its decision to discharge or suspend the employee and such notice shall set forth the reason or reasons for the discharge or suspension. If the Employer fails to give such notice within the specified ten (10) day period, excluding Saturdays, Sundays and Holidays, the right to discharge or suspension for that particular reason shall be waived but this shall not preclude the Employer from introducing as evidence, should a subsequent discharge or suspension occur, any reason or reasons to substantiate unsatisfactory work performance arising out of circumstances which occurred during the six (6) month period immediately preceding the date of the discharge or suspension notice.

However, in order for any such reason to be introduced by the Employer as evidence, the Employer must have given specific written notice by certified mail to the employee and to the Local Union of the circumstances giving rise to such reason within ten (10) days, excluding Saturdays, Sundays and Holidays, of the occurrences of the circumstances. Such written notice may not be submitted for consideration by the Labor Management Committee, except in cases in which the Employer has given the employee a notice of discharge or suspension, and such notice shall not be subject to economic action by either the Union or the Employer. If the Local Union does not file with the Joint Secretaries of the Committee, a written protest of the Employer's action within ten (10) days, excluding Saturdays, Sundays and Holidays, from the time of receipt of the Employer's notice, the right to protest such discharge or suspension shall be waived.

- (d) Should the Local Union file protest of the intended discharge or suspension with the Joint Secretaries of the Labor Management Committee within the time period set forth in sub-section (d), then the case shall automatically be placed on the Agenda of the Committee described in Section 2 above.

- (e) Discharge and suspension cases referred to the Committee will be placed first on the Agenda of the Committee provided that the committee shall not hear the case until the ten (10) days, excluding Saturdays, Sundays and Holidays, specified in sub-section (c) have elapsed.
- (f) If the Committee reaches a deadlock on a discharge or suspension, either party may submit the matter to an impartial arbitrator for final decision within ten (10) days of deadlock.
- (g) **Substance Abuse Testing**

Article 35, Section 3, from the current National Master Freight Agreement, shall be attached to and be a party of this Agreement.

**ARTICLE VIII - HOLIDAYS**

The following days have been agreed upon as Holidays:

- 1) New Year's Day
- 2) Presidents' Day
- 3) Memorial Day
- 4) Fourth of July
- 5) Labor Day
- 6) Thanksgiving Day
- 7) Day after Thanksgiving Day
- 8) Christmas Eve
- 9) Christmas Day
- 10) Day after Christmas
- 11) The Individual Employee's Birthday
- 12) Floating Holiday (a date mutually agreed upon between employee and company)

Subject to the 1500 hour qualification in the previous calendar year, January 1 to December 31, all employees who have seniority are entitled to holidays off with pay, as follows:

<b><u>QUALIFYING HOURS</u></b>	<b><u>HOLIDAYS</u></b>
2080-1500	12
1499-1265	9
1264-1050	7
1049 - 630	5
629 - 400	3

Holidays that fall on a Sunday, will be recognized and observed on the Monday following.

The Company will, by each January 31, notify the employee of the previous year's qualifying hours. The employee will advise the Company by February 10 of the holidays they will want to be paid.

Holiday pay shall be based on the highest classification of pay earned by the employee for at least fifty percent (50%) of their work schedule during the previous calendar year.

Upon retirement, resignation, discharge or death, the employee or his/her estate shall collect cash payment for all holidays earned but not used.

**ARTICLE IX - VACATIONS**

**SECTION 1 - MORE THAN THREE (3) YEARS**

An employee with more than three (3) years of seniority shall be entitled to vacation with pay based on the following schedule. If that employee has been compensated for a total of 1500 hours (all hours), the previous calendar year, January 1 through December 31, he/she will be fully qualified.

<u>QUALIFYING HOURS</u>	<u>VACATION</u>
3 Years - Less than 10 Years	120 Hours/3 Weeks
10 Years - Less than 20 Years	160 Hours/4 Weeks
20 Years or more	200 Hours/5 Weeks

**SECTION 2 - PRO RATA SCHEDULE**

In the event any employee with three (3) or more years did not qualify with the 1500 hours, the pro rata schedule will be as follows:

<u>QUALIFYING HOURS</u>	<u>VACATION</u>
2080-1500	100% of Hours/Weeks/Days
1499-1265	80% of Hours/Weeks/Days
1264-1050	60% of Hours/Weeks/Days
1049- 630	40% of Hours/Weeks/Days

**SECTION 3 - ONE TO THREE YEARS**

Employees with more than one (1) year and less than three (3) years will, upon completion of the qualifying hours, be entitled to the following:

<u>QUALIFYING HOURS</u>	<u>VACATION</u>
2080-1500	80 Hours/2Weeks
1499-1040	40 Hours/1Week
1039- 700	16 Hours/2 Days

#### **SECTION 4 - TERMINATION**

Upon retirement, resignation, discharge or death, the employee or his/her estate shall collect cash payment for all vacation days earned, but not used, on a pro-rata basis according to the qualification schedule.

#### **SECTION 5 - SENIORITY**

Seniority is to be considered in choice of vacation periods.

#### **SECTION 6 - DUE CONSIDERATION**

In arranging vacations, due considerations shall be given to the Employer so that his business will not be crippled or seriously affected by reason of too many workers seeking vacation at the same time.

#### **SECTION 7 - VACATION PAY**

All accrued vacation pay for the amount of vacation time to be taken is to be paid to the employee one (1) day before the employee's last shift worked.

Vacation pay shall be based on the highest classification of pay earned by the employee for at least fifty percent (50%) of his/her work during the current anniversary year. Such vacation pay shall be calculated at the weekly withholding rate and paid on one (1) check.

#### **SECTION 8 - STAGGERED VACATION**

Wherever possible, and when desired by the employee, he/she may stagger or spread his/her vacation period throughout the year. However, in no case shall any portion of a vacation be less than one (1) week, unless agreed to by the Employer and the Union.

#### **SECTION 9 - ADDITIONAL COMPENSATION**

It is agreed by both parties to this Agreement that each employee must take his/her accrued vacation each year and that no arrangement to work for additional compensation during his/her earned vacation will be allowed, except where mutually agreed upon by the Employer and the Union.

#### **SECTION 10 - SCHEDULING**

An Employer and the employee may agree on a change in the vacation period of such employee after the vacation schedule has been posted, provided it does not effect the vacation period of any other employees on the vacation schedule.

## ARTICLE X - WORK RULES

### SECTION 1 -WORK JURISDICTION

Only persons working under the jurisdiction of this Agreement shall:

- (a) Drive, load and unload trucks, trailers, vans, operate forklifts, electric pallet jacks, or any other type of equipment used in connection with trucks.
- (b) Operate power equipment used in connection with loading and unloading of all equipment, freight, deco and material, including but not limited to all lighting and audio-video equipment.
- (c) Pile freight on pallets, skids or boards.
- (d) Be stationed at each end of the roller operations when using conveyer rollers.
- (e) The Company that when it contracts with Sheedy Drayage Company or any other sub-contractor for certain heavy equipment work to be performed, will restrict the work to be performed by the sub-contractor's employees to the work that the sub-contractor was hired to perform.
- (f) Local 2785 Teamster Responsibilities at Showsite
- (g) Scales
- (h) Scanner
- (i) Rigging

**MOSCONE CENTER ENTRANCE RAMP** - Check's trucks from marshalling yard in on manifest, maintains contract with dock foreman and dispatches trucks into building as required. A Local 2785 Teamster employee shall be posted on ramp anytime Common Carrier's or POV's are delivering or pickup up freight or deco materials. Additional staffing may be needed when justified by freight volume. (POV's meaning Private Owned Vehicles).

**SCALES**- Certified Local 2785 employees shall staff scales, calculate individual shipments, and complete weight certificates. Primarily during the move-in of the show, when checking individual shipments against the driver's weight certificate. Showsite portable scales and forklift scales (scales do not pertain to marshalling yard scales).

**ASSOCIATION FOREMEN** - In the assignment of Association Foremen the Employer shall first offer the position to regular seniority employees qualified to perform association work. In the event no regular seniority employees are available, a qualified casual employee shall be selected and assigned by the Employer to the position. Any regular or casual employee(s) assigned as Association Foreman shall not be displaced by a seniority employee for the duration of that particular show.

**FLOOR FOREMAN** - Supervises all or part of exhibit floor as assigned. Supervises crew in assigned area, monitors freight for correct delivery to proper booths, implements forklift orders, coordinates with General Foreman and management. Ensures employees work in a safe manner. Works under General Foreman direction.

**DOCK FOREMAN** - Dock Foreman shall call for trucks to be loaded or unloaded from the marshalling yard/ramp. Controls trucks to and from dock and supervises loading/unloading. Tracks empty trucks for return of containers at close of show. Coordinates with General Foreman and management. Insures employees work in a safe manner. Works under General Foreman direction.

**GENERAL FOREMAN** - Supervises Foremen assigned to his group. Assigns crews to foreman and to designated work areas. Responsible for all equipment, deco and freight arriving at showsite. Tracks total number of trucks and total weight each day. Coordinates with Account Executive on the showsite each day for crew calls and forklifts, responsible for overall supervision, coordinates with management and steward to resolve problems. Ensures that safe practice and procedures are followed by foremen and crews under his supervision. Works under management direction.

**SCANNER** - Scanning of crates, freight and/or small packages.

**RIGGING** - Machinery handling, jacks and rollers.

It is understood that management, as it deems necessary for operational needs, may directly supervise Foremen and other Bargaining Unit employees.

The Employer, in its sole discretion, shall determine the number of Foremen and General Foremen, the size and composition of crews, and the number of crews based on the operational needs.

## **SECTION 2 - LEAVE OF ABSENCE**

**APPROVED LEAVE** - Any Employee desiring a leave of absence from his/her employment shall secure written permission from both the Local Union Executive Board and the Employer. Except as otherwise provided in this Article, the maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Written permission for such extended periods shall be secured from both the Local Union Executive Board and the Employer. The first approved leave of absence plus approved extended leaves of absence shall not exceed a maximum time period of six (6) months. During an approved leave of absence, the employee shall not engage in gainful employment in the same industry. Leaves of five (5) days or less requires only approval of the Employer.



An employee who is unable to work because of sickness or injury shall be deemed to be on leave of absence. Such leave shall not exceed three (3) years unless extended by written consent of the Union and the Employer. The refusal by either party to give such consent shall not be a violation of this Agreement nor be subject to the grievance procedure. Leave of absence as provided shall not result in the loss of seniority rights.

### **SECTION 3 - EFFECT ON VACATIONS - HOLIDAYS**

All regular employees off the job due to illness or injury shall accumulate vacation rights and holiday pay and sick leave beginning with the date of illness or injury and continuing to the end of the month and ninety (90) days thereafter.

### **SECTION 4 - HEALTH & WELFARE WHEN ON LEAVE**

The employee may, if he/she desires to continue coverage, make suitable arrangements for continuation of Health and Welfare payments consistent with the Health and Welfare policy before the leave is approved by both the Union and the Employer.

### **SECTION 5 - VOTING TIME**

All employees who find it impossible to vote in a general election on their own time shall be allowed reasonable time off to vote without loss of pay after first applying to the Employer and the Union and substantiating inconvenience and voting registration.

### **SECTION 6 - PAYDAY**

- (a) Wednesday of each week shall be established as the regular payday for all employees provided that, if such payday falls on a paid holiday, the preceding work day shall be payday. Employers shall not hold back more than one (1) week's pay. Employees shall receive an itemized statement of straight-time and overtime hours and earnings at the time of receiving their check. Any change to this Section must be by mutual agreement between the Local Union and the Employer.

(b) **Casual Workers-Status of Payment and Wages:**

Due to the nature of the industry, Casual Workers have always been, and will continue to be, assigned to projects of relatively short duration. Upon completion of such projects, Casual Workers are not (and never have been) considered discharged under the Collective Bargaining Agreement. Instead, they remain covered by the Collective Bargaining Agreement and eligible for continued assignments. In addition, Casual Employees have always been covered by and paid in accordance with the Collective Bargaining Agreement upon completion of their assignments. The parties recognize that the facilities at which employees covered by the Collective Bargaining Agreement work (including without limitation) are venues that host live theatrical or concert events as defined by Labor Code Section 201.9 and employees working at such venues are employed pursuant to Labor Code Section 201.9.

## SECTION 7 - STEWARDS

The Employer recognizes the right of the Local Union to designate job stewards and alternates. The authority of job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following activities.

- (a) The investigation and presentation of grievance with his Employer or the designated Company representative in accordance with the provisions of the Collective Bargaining Agreement.
- (b) The collection of dues when authorized by appropriate Local Union action.
- (c) The transmission of such messages and information, which shall originate, and are authorized by, the Local Union or its officers, provided such messages and information:
  - (1) Have been reduced in writing, and
  - (2) Are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employers business.

Job Stewards and Alternates have no authority to take strike action, or any action interrupting the Employer's business, except as authorized by official action of the Local Union. The Stewards and their Alternates 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 Shop Steward has taken unauthorized action, slowdown or work stoppage in violation of this Agreement.

Stewards shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his/her regular working hours, without interruption of the Employer's operation by calling a group meeting; and where mutually agreed upon by the Local Union and Employer, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

## SECTION 8 - OPERATING REQUIREMENTS

### (A) DEFECTIVE EQUIPMENT

No driver shall be required to drive any equipment which is known to be defective, such as steering mechanism, brakes, windshield, door latches, etc.

**(B) TRAFFIC CITATIONS**

No driver shall be required to violate traffic laws or overloading regulations. The Employer shall be responsible for any citations issued unless there is proven gross negligence on the part of the driver. Citations must be submitted to the Employer within twenty-four (24) hours, and if not, the Employer shall not be responsible for same.

**(C) DMV RECORDS**

The Company will have the right to review periodically the employee's driving record. The Company shall have the right to withhold driving privileges from any employee who has more than three (3) moving violations in any twenty-four (24) month period, or a DUI, reckless or negligent citation. This section will be subject to the grievance procedure.

**(D) SENIORITY LIST**

The Employer shall post and maintain a current seniority list at all times in a conspicuous place at the terminal.

**(E) TIME CARD**

The Employer shall not alter an employee's time card in any manner without clearing the alteration with the employee and the Union.

**(F) MAINTENANCE OF SANITARY FACILITIES**

The Employer shall maintain hot and cold running water and toilet facilities at the terminal (main or satellite terminals) and shall keep the same in a clean and orderly condition in accordance with State Laws and Regulations. Company will agree to maintain a clean bathroom facility not subject to the grievance procedure but to be monitored by the Joint Training Committee. (At any Satellite terminal)

**(G) COMPANY MEETINGS**

No employee shall be required to attend a company meeting on their own time. When regular seniority employees are required to attend company meetings for training or information purposes (pre-show meetings) on a day they are not scheduled to work they shall be guaranteed a minimum of four (4) hours pay at the applicable hourly rate.

**(H) INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Employer's establishment by first applying to the Company office during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

**(I) EXTRA CONTRACT AGREEMENTS**

The Employer agrees not to enter into any Agreement or contract with its employees, individually or collectively. Any such Agreement shall be null and void.

**SECTION 9 - NON-DISCRIMINATION**

**(A) NON-DISABLING HANDICAP**

At no time while this Contract is in force shall the Employer discharge, suspend, discipline or otherwise deal unjustly with or discriminate against, whether directly or indirectly, any employee solely by reason of his/her having incurred a non-disabling physical handicap, provided a mutually agreed upon physician certifies in writing that he/she is physically able to perform his/her duties.

**(B)** The Employer and the Union agree that with the enactment of the Americans with Disabilities Act (ADA) which took effect July 26, 1992, the Employer may face new legal obligations with respect to the disabled worker. The Employer and the Union agree to meet and confer in good faith to resolve any issues which arise under the ADA that cannot be resolved under the existing language in this agreement and further agree that any issues that cannot be satisfactorily resolved shall be submitted to the interest arbitration and that the arbitrator shall be empowered to reconcile any conflicting requirements of the ADA and this labor agreement. The interest arbitrator shall be selected in accordance with the selection procedures for arbitrators set forth in the arbitration section this agreement.

**(C) AGE**

The Employer and the Union agree not to discriminate in any manner against any applicant or employee covered by this Agreement because of such Person's Race, Color, Religion, Gender, National Origin, Handicap, Veteran's Status or Age as provided for in applicable State and Federal Law.

**(D) BLACKLISTING**

The Employer shall not in any way establish, create or become a party to a blacklist which may have as a purpose prevention or interference with the obtaining of employment by a member of the Union with any Employer or Company.

**(E) UNION ACTIVITIES**

No employee shall be discharged or discriminated against for Union activities or for upholding Union principles.

**(F) EQUAL EMPLOYMENT OPPORTUNITY**

The Union agrees to cooperate and support the Employer's affirmative action program and equal employment opportunity requirements. All references to "employee" or "his/her" in this Agreement are intended to refer to both male and females and shall be so construed.

**FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Employer shall comply with the requirements of the Family and Medical Leave Act (FMLA) as enacted, and as may be amended by law.

**SECTION 10 - TELEPHONE CALLS**

All employees shall be reimbursed for money spent for telephone calls involving Company business. Particulars of all phone calls must be itemized and settled no later than the next regular working day, with payment by cashier or other authorized office employee.

**SECTION 11 - NEW METHODS**

If new methods of operation not covered by this Agreement are introduced by the Employer or if the Employer introduces the use of equipment not heretofore used, the matter shall be subject to negotiations between the parties and shall be handled through the grievance procedure contained in this Agreement prior to the institution of such new methods of operation of equipment in so far as possible. Nothing in this paragraph shall prevent the Employer from instituting or continuing in use the operation of any equipment or practices in question during the consideration or establishment or proper rates of pay as provided for in the immediately preceding sentence, provided that the rates of pay shall be retroactive to the date of institution of such operations or equipment.

## SECTION 12 - DUES CHECK-OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues uniformly levied, uniform initiation fees and/or uniform assessments of Local Union 2785 and agrees to remit to said Local Union all such deductions in one lump sum payment no later than the tenth (10<sup>th</sup>) day of the month following the month in which the deduction is made. The Union shall furnish an authorization form to be signed by the employee. The Union shall certify in a statement to the Employer each month a list of employees who have completed the required authorization for check-off, together with an itemized statement of dues, initiation fees and assessments to be deducted from the pay of each employee for that month. The Employer shall deduct such amount from the first paychecks following receipt of the statement from the Union. The Employer shall notify the Union of any employees covered by the Agreement who have worked during the month and do not appear on the statement and of employees who appear on the statement but have insufficient earnings from which to meet the deductions.

Employer deductions under this provision shall be considered delinquent if not paid in full to the Union within thirty (30) calendar days of the due date. All late payments by the Employer are subject to a ten (10) percent penalty for liquidated damages assessed by the Union.

When an employee has insufficient earnings to meet the required deduction for any reason, such employee shall make arrangements for payment of the required amount directly to the Union. Employees on any unpaid leave shall notify the Union of their status.

In the event an Employer is determined to be in violation of this provision by the Labor Management Committee as provided under Article VII and fails to comply within seventy-two (72) hours of the Committee's decision, the Union may strike to enforce this provision. Such strike shall be terminated by the Union upon the affected Employer's compliance with the Committee's decision. Errors or inadvertent omissions relating to individual employees shall not constitute violation of this provision.

## ARTICLE XI - WORK HOURS

### SECTION 1-HOURS

Starting times for Regular Seniority employees shall be on the hour and half hour between 5:00 A.M and 8:00 A.M., and on the hour only between 8:00 A.M. and 10:00 A.M., Monday through Friday, inclusive. Regular Seniority Employees shall be guaranteed eight (8) hours work of pay, except that the guarantee shall be six (6) hours on the first day of the break of the trade show or convention only. Notwithstanding the above, the Employer may start Regular Seniority or casual employees after 7:01 P.M., Monday through Friday, inclusive, and a minimum of four (4) hours work of pay shall be guaranteed if said start does not lead into the regular shift.

The straight-time and overtime provisions of the Labor Agreement shall be applicable to payments made in accordance with this Section. Overtime at the rate of time and one-half (1 ½) shall be paid for all work performed by Regular Seniority employees before eight o'clock (8:00 A.M.) and after five o'clock (5:00 P.M.), Monday through Friday, inclusive. Any employee unable to report for work at his/her scheduled starting time must report his/her inability to work by telephone to his/her Employer no less than one (1) hour before the beginning of his/her shift.

### **SECTION 2 - SATURDAY WORK**

All Drivers and Foremen shall be paid time and one-half (1 ½) for working a minimum of six (6) hours from eight o'clock (8:00 A.M.) to three o'clock (3:00 P.M.) on Saturday's. All work before eight o'clock (8:00 A.M.) and after three o'clock (3:00 P.M.), a minimum of four (4) hours shall be guaranteed. All helpers shall be paid time and one-half (1 ½) for working a minimum of four (4) hours from eight o'clock (8:00 A.M.) to twelve o'clock (12:00 Noon) on Saturday. All work before eight o'clock (8:00 A.M.) and after twelve o'clock (12:00 Noon), a minimum of four (4) hours guaranteed. Time and one-half (1 ½) shall also be paid for all work performed on Saturdays as provided herein.

### **SECTION 3 - SUNDAY AND HOLIDAY WORK**

All Sunday and holiday work will be paid at double time, with a four (4) hour minimum guarantee, either for work performed between eight o'clock (8:00 A.M.) and twelve o'clock (12:00 Noon) time, or for work performed between one o'clock (1:00 P.M.) and five o'clock (5:00 P.M.). Any shift completed prior to eight o'clock (8:00 A.M.) or started after five o'clock (5:00 P.M.) shall be paid at double-time for actual hours worked, but with no less than a four (4) hour minimum. All times for the guaranteed job will be charged against the specific job number for which the employee has been called. Any extra time that he/she may have, before or after the job, will be used to clean trucks, sweep the warehouse, or accomplish any posted job which the supervisor requests be accomplished.

### **SECTION 4 - ROTATION OF PREMIUM WORK**

All work performed on Saturdays, Sundays and holidays and in the evenings which starts after six o'clock (6:00 P.M.) during the regular work week shall be rotated among all employees according to seniority. The Employer reserves the right to work the General Foreman out of rotation on Saturday and Sunday for the purpose of performing administrative work only.

### **SECTION 5 - SHOW-UP TIME**

Show-up time is to be posted Friday for Monday work. When employees are not working Saturday, they shall be notified by phone prior to closing time that day.

**SECTION 6 - REST PERIOD**

All employees may take a rest period of fifteen (15) minutes approximately midway through the first half of their regular shift and midway through the second half of their regular shift. All employees who work, either prior to or beyond their regular shift may take a rest break of fifteen (15) minutes after two (2) hours of work, and a rest break of thirty (30) minutes after four (4) hours of work.

**SECTION 7 - LUNCH PERIOD**

One (1) hour shall be allowed for lunch, any time after four (4) hours have been worked, but lunch must be completed before the sixth hour of work begins.

**SECTION 8 - EMPLOYEE NOTIFICATION FOR WEEKEND WORK**

Employees desiring to work weekends shall notify the Employer by one o'clock (1:00 P.M.) Thursday of their availability for such work. Any employee who fails to so notify the Employer shall not be assigned to work weekends.

**SECTION 9 - SHOW SITE ALLOWANCE**

Regular Seniority employees scheduled to report directly to a show site shall receive, on each day worked, a show site allowance of ten (\$10.00) dollars. At the option of the employee, actual parking expense up to a maximum of seventeen (\$20.00) dollars, substantiated by receipt, shall be paid for each day, worked at a show site in lieu of the ten (\$10.00) dollars show site allowance.

**ARTICLE XII - HOURLY WAGE**

**SECTION 1 - CLASSIFICATIONS**

The following hourly wage rates apply to both regular seniority and casual employees.

<u>Effective Date:</u>	<u>Foreman:</u>	<u>*Class 1 Drivers:</u>	<u>Forklift Operators:</u>	<u>Helpers:</u>
4/1/2017	\$40.56	\$36.02	\$35.27	\$34.95
4/1/2018	\$41.71	\$37.02	\$36.27	\$35.95
4/1/2019	\$42.86	\$38.02	\$37.27	\$36.95

\* Regular Seniority Class 1 Drivers shall be paid the Driver rate of pay for all compensable hours. Casual Class 1 Drivers called by name or dispatched to the Employer for a driver position shall be paid at the Driver rate of pay for all duty hours assigned to such Driver position of that particular call irrespective of actual hours spent driving.

Seniority regular foremen, seniority assigned foremen and casual assigned foremen shall be paid fifteen percent (15%) percent over the Forklift Operator rate.

The Union may divert part or all of any scheduled pay increases to pension.



## SECTION 2 - NON-SENIORITY EMPLOYEES

Four (4) hours shall constitute a minimum day's work for casual (non-seniority) employees. All Saturday work shall be paid at the time and one-half (1.5X) rate.

All Sunday and holiday work shall be paid at the double (2.0X) time rate. All work performed before eight o'clock (8:00 A.M.) and after five o'clock (5:00 P.M.) Monday through Friday inclusive' shall be paid at time and one-half (1.5X) rate.

All casual employees shall received a five percent (5%) premium in addition for all hours worked, including overtime, for purposes of provided paid days off (PDO's) in lieu of vacation, sick leave and holiday benefits provided to regular seniority employees.

## SECTION 3 - WORK IN HIGHER CLASSIFICATION

When an employee is assigned to a job classification for at least four (4) hours which is higher than his/her regular job classification, he/she shall receive the rate of pay for the higher classification for all hours worked that day.

## SECTION 4 - MACHINERY HANDLING

Any employee handling machinery or other unusually heavy pieces requiring use of jacks and rollers shall receive five (\$5.00) dollars additional per day. This differential shall not be applicable to shipments of freight where hoisting, cribbing, rollers and planks are necessary.

## ARTICLE XIII - SICK LEAVE

All seniority employees with four (4) months of service or more on April 1 of each year shall received the following sick leave allowance: one (1) day of paid sick leave for each month of service up to a maximum of ten (10) days in any contract year.

To receive sick leave pay for the first (1<sup>st</sup>) day of any illness, notice of intended absence shall be given his/her Employer at least one (1) hour before starting time and provided the Employer has a representative available to receive such notice.

Effective July 1, 1992 employees shall accumulate a maximum of ten (10) days of unused sick leave per contract year, not to exceed thirty (30) days of such paid sick leave. Once during each contract year, an employee may cash out his earned but unused sick leave upon fifteen (15) days notice to the employer.

Any employee who has sick leave credit and is drawing disability insurance or worker's compensation shall, at his/her request, be paid the difference between such benefit payments and his/her straight-time earnings for such time benefit payments are made. These payments shall be charged to the employee's sick leave credit. The request for this procedure shall be made by the employee in writing.

Upon retirement, resignation, discharge or death, an employee or his/her estate shall collect cash payment for all unused accumulated sick leave.

In the event of injury on the job, an employee shall be entitled to the full day's pay.

Sick Leave Pay shall be based on the highest classification of pay earned by the employee for at least fifty percent (50%) of their work schedule during the previous calendar year.

## ARTICLE XIV - HEALTH AND WELFARE

### SECTION 1 - HEALTH AND WELFARE PLAN - TEAMSTERS BENEFIT TRUST - PLAN I-85

The parties acknowledge that a jointly administered trust fund established under Section 302 of the National Labor Relations Act and called Teamster Benefit Trust Fund, has for many years administered various employee benefit programs for employees covered by Collective Bargaining Agreements to which the Union is a party. The parties hereby agree for the term of this Agreement, and for so long thereafter as negotiations are conducted for a successor agreement to continue participation in said programs. Accordingly, the parties accept and agree to be bound by the Trust Agreement pursuant to which the Fund operates, and by the rules, regulations and policies, which the Trustees of the Fund shall from time to time promulgate for the administration of the Fund's programs.

### SECTION 2 - EMPLOYEE BENEFIT PROGRAMS

The employee benefit programs which are presently in effect for active employees, and which shall continue during the term of this Agreement subject to such modifications as the Trustees may make, pursuant to their authority under the Trust Agreement of the Fund, include medical and hospital benefits, dental benefits, vision care benefits, prescription drug benefits, life and accident insurance, sick benefits and additional death benefits.

The benefit programs for retired employees which are presently in effect include medical and hospital benefits, vision care benefits, prescription drug benefits and death benefits. Said benefit programs shall be continued during the term of this Agreement subject to such modifications as the Trustees of the Fund may make based on the availability of funds for such programs.

### SECTION 3 - ELIGIBILITY AND COMPANY CONTRIBUTIONS

- (a) **Regular Employees.** Effective January 1, 2017, a contribution to the Fund in the amount of \$2,543.00 per month shall be made by the Employer for each seniority list employee (i.e., employee on seniority on company seniority list), who completes eighty (80) hours employment in the previous calendar month. Said contributions shall be made on or before the tenth (10<sup>th</sup>) day of the month following which the hours are worked. Employment, for purposes of this section only, shall mean all compensable hours (hours worked, vacation pay, holiday pay, sick leave, jury duty and funeral leave).
- (b) **Casual and Probationary.** Casual and probationary employees shall have the stipulated sum of \$14.68 per hour worked contributed to the fund on their behalf by the employer on or before the tenth (10<sup>th</sup>) day of the month following the month in which the hours were worked effective January 1, 2017. Contribution of the flat monthly rate for employees working eighty (80) or more hours in the preceding calendar month, shall be applicable only to those employees on the Company Seniority List.

The Employer shall contribute the monthly contribution rate for each Regular Seniority employee in the employ of the Employer regardless of hours worked in the month providing the employee accepted all available work assignments in that month up to a maximum of eighty (80) hours, unless such absence was excused by the Employer or a term of condition of the Labor Agreement.

- (c) **DEFINITION OF FLAT RATE** - In no case will the Company's contribution exceed the flat monthly rate for either casual or seniority employees in any one calendar month.
- (d) **MAINTENANCE OF BENEFITS** - It is the intention of the parties that the benefits provided by the Teamsters Benefit Trust, Plan I-85, be maintained for the duration of this Agreement. The final determination of the amount of Employer contributions and the level of benefits shall be determined by the joint Board of Trustees of the Plan.

### **RSP**

The Employer shall commence contributions to the Teamsters Benefit Trust Retirement Security Plan (RSP) to provide retiree medical benefits consistent with the RSP Plan summary dated September 2003.

Effective July 1, 2017, the Employer shall make contributions to the RSP for casual employees covered by this Agreement in the amount of \$3.80 per compensable hour.

Effective July 1, 2017, the Employer shall make a contribution to the RSP in the amount of \$658.58 per month for each employee on the Company Seniority List.

Effective July 1, 2018 and July 1, 2019, upon prior notification from Teamsters Benefit Trust, the Employer contribution rate shall increase by \$0.25 per hour each year for regular and casual employees. If the required contribution rate as specified by the Teamsters Benefit Trust exceeds \$0.25 per hour per year, the difference shall be paid by employee contributions.

The calculation for purposes of determining the hourly rate shall be based upon 173.3 hours worked per month.

The Maintenance of Benefits provision provided above in Section 3 (a) shall not apply to RSP benefits. Section 4, Employer contributions shall apply to the RSP Program.

### **SECTION 4 - EMPLOYER CONTRIBUTIONS**

If any seniority employee is absent because of injury or illness, on or off the job, the Company shall continue to make the required contributions for the month in which the injury occurs, until such employees returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months.

In any casual employee is absent because of injury on the job, the Company shall continue to make the required contributions for the month in which the injury occurred, provided, such employee was eligible for benefits from the fund and had worked eighty (80) or more hours in the month he/she was injured or the prior month. Such contribution shall be paid until such employee returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months.

**SECTION 5 - MISCELLANEOUS**

Article XVI (Health and Welfare and Pension Delinquencies) including the procedure for legal and economic action, shall apply to any Employer delinquency in payments.

**ARTICLE XV - PENSION PLAN**

**SECTION 1 - EMPLOYER CONTRIBUTIONS**

The Employer shall contribute to the Western Conference of Teamsters Pension Trust Fund for each regular, casual or probationary employee covered by this Agreement, for each compensable hour up to a maximum of three thousand (3000) hours per calendar year, the following amounts:

<b>Effective Date:</b>	<b>TOTAL:</b>	<b>PEER:</b>	<b>BASE:</b>
April 1,2017	\$9.13	\$0.56	\$8.57
April 1,2018	\$9.38	\$0.57	\$8.81
April 1,2019	\$9.63	\$0.59	\$9.04

Contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times be 6.5% of the basic contribution and cannot be decreased at any time.

The Company agrees to remit these monies to the appropriate area administrative office by the date designated.

**SECTION 2 - PAYMENT DURING PERIOD OF ABSENCE**

If an employee is absent because of illness or off-the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month or four (4) weeks after contribution for active employment ceases.

If any employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first (1<sup>st</sup>) month after contribution for active employment ceases.

If any employee is granted a leave of absence, The Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. The acceptance of such monies is at the sole discretion of the Board of Trustees.

**SECTION 3 - DEFINITION OF REGULAR EMPLOYEE**

A regular employee, for the purpose of this Agreement, shall be any employee on the Regular Seniority List as defined by this Agreement.

**SECTION 4 - DELINQUENT CONTRIBUTIONS**

Action for delinquent contributions may be instituted by the Local Union, the Area Conference or the Trustees. The employer, if delinquent must also pay all attorney fees and costs of collection.

**SECTION 5 - POSTING NOTICE**

The Employer shall post on employees' bulletin board a duplicate copy of the reporting form sent to the Administrator's Office of payment made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments were made.

**SECTION 6 - SUPPLEMENTAL 401K PLAN**

As soon as practicable, but no later than the first payday in 1999, the Employer shall deduct up to a maximum amount provided by law and applicable Internal Revenue Service regulations from each affected regular seniority employee's pay check and forward such amount to the Western Conference of Teamsters 401K Plan, or other 401K Plan designated by the Union, for credit to the individual employees account.

Each regular seniority employee who elects to participate in the 401K Plan shall present to the Employer the appropriate voluntary enrollment form within the designated enrollment period. Each participating employee shall indicate a percentage of wages to be deducted, as determined by the plan. All such contributions to the 401K Plan under this Agreement shall consist solely of each employees voluntary payroll deductions. The only cost to the Employer shall be the related payroll processing.

The Employer and the Union shall execute the required trust documents for participation in the Plan.

**ARTICLE XVI - HEALTH & WELFARE PENSION DELINQUENCIES**

Notwithstanding anything herein contained, in the event any Employer is delinquent at the end of a period in the payment of his/her contribution to the Health and Welfare or Pension Fund or Funds, required to be paid under this Agreement or any supplement hereto, in accordance with the rules and regulations to the Trustees of such funds, after the proper official of the Union have given five (5) days' written notice excluding Saturdays, Sundays and holidays to the Employer of such delinquency in payments, the employees or the Union shall have the right to take any legal or economic action they see fit against such Employer to collect such delinquent amounts.

Whether or not such action is taken, the Employer shall be liable to the Trustees of the Health and Welfare and Pension Fund or Funds for all delinquent amounts or to the employees for any and all benefits under any Health and Welfare plan which the employee would have received if the Employer had not been delinquent in the payment of such contributions. The Trustees shall have the right to bring legal action to collect delinquent amounts or the employee shall have the right to bring legal action to obtain payment of such benefits. In any such action the Employer shall pay: (a) court costs and a reasonable attorney's fee; and (b) in the case of the collection of delinquent amounts by the Trustees or their agent, which collection does not require the institutions of a lawsuit, the collection costs involved.

The sole responsibility of the Employer shall be to pay the indicated contributions into the Health and Welfare and Pension Fund or Funds required to be paid into under this Agreement and herein described.

### ARTICLE XVII - EMERGENCY REOPENING

In the event of a declaration of war by the Congress of the United States, either party may reopen this Agreement upon sixty (60) days' written notice and request renegotiation of matters dealing with the wages and hours. Upon failure of the parties to agree in such negotiation, either party shall be permitted all lawful economic, legal recourse to support their request for revisions. If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

### ARTICLE XVIII - HEALTH & SAFETY

Refer the Letter of Understanding. Company will agree to maintain the safety and health of workers at the Marshalling yards by monitoring the conditions of dust, but will not be subject to the grievance procedure but to be monitored by the Joint Training Committee. The Employer shall provide safety vests and traffic safety cones for loading and unloading from the street.

### ARTICLE XIX - FUNERAL LEAVE

In the event of death in the family (mother, father, grandmother, grandfather, wife, husband, sister, brother, daughter, son, stepdaughter and stepson), a seniority employee shall be entitled to a reasonable time off because of such death. Three (3) days' straight- time pay shall be paid to seniority employees for attending the funeral for days that fall within the employee's regularly scheduled work week.

### ARTICLE XX - JURY DUTY

Effective January 1, 1996, all regular employees called for jury duty will receive the difference between eight (8) hours' pay at the applicable hourly wage and actual payment received for jury service for each day or jury duty up to a maximum of ten (10) days' pay for each contract year.

When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of Employer contributions to Health and Welfare and Pension Plans, vacation eligibility and payment, holidays and seniority, accordance with the applicable provisions of this Agreement to a maximum of ten (10) days for each contract year.

## ARTICLE XXI - JURISDICTION

The Employer shall not be asked to act upon any question regarding jurisdiction which may arise between the Union and any other Union, whether such Union is affiliated with or independent of the signatory Union or not; and should a jurisdiction question arise, there shall be no strike, work stoppage, or work interruption by the signatory Union pending settlement of the jurisdictional question by the Unions involved. The Employer shall abide by any mutually agreed settlement of the jurisdictional question by the Union involved.

## ARTICLE XXII - SEVERABILITY

The provisions of this Agreement are deemed to be severable to the extent that, if and when a court or governmental agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule, or regulation issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provision shall continue in full force and effect.

## ARTICLE XXIII - ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties hereby and supersedes all prior agreements or commitments, oral or written, between the Employer or the Union, or the employee, and expresses all the obligations of and restrictions imposed upon each of the respective parties during its term. The parties hereby mutually release each other from any and all other obligations to each other or the employees. This Agreement may be altered or amended only by written agreement between the parties hereto. The waiver of any breach hereof or any term or condition herein by either party shall not constitute a precedent for the future waiver of any breach, term or condition, nor deprive such party of the full benefit of rights hereunder pertaining to any breach, term or condition.

ARTICLE XXIV - TERM OF AGREEMENT

This Agreement shall become effective April 1, 2017, and shall continue in full force and effect, except as otherwise provided herein, to and including March 31<sup>st</sup>, 2020 and shall be considered as renewed from year-to-year thereafter unless either party hereto shall give written notice to the other of its desire to have the same modified, and such notice must be given at least sixty (60) days prior to the expiration of this Agreement.

In the event timely notice for negotiating contract modifications is given by either party, the other party shall make itself available for negotiations upon the request of the party giving notice, and a good faith effort shall be made by both parties to conclude such negotiations prior to the expiration date of this Agreement.

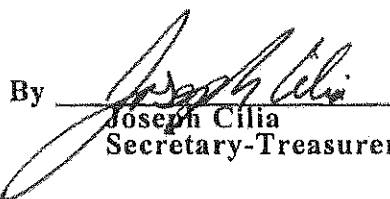
IN WITNESS WHEREOF, the parties hereto have set their hands and seals by

Their respective Officials duly authorized to do so this 27 day of January, 2017.

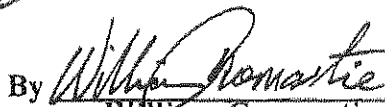
FOR THE UNION:

FOR THE EMPLOYER:

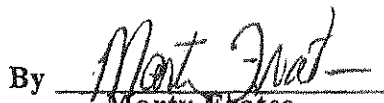
RETAIL DELIVERY DRIVERS,  
DRIVER-SALESMEN AND HELPERS  
AND AUTO TRUCK DRIVERS,  
LOCAL 2785

By   
Joseph Cilia  
Secretary-Treasurer


Dated 4/6/17

By   
William Cromartie  
Business Representative

Dated 4/6/17

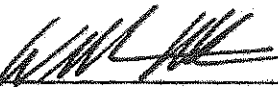
By   
Marty Frates  
Secretary-Treasurer  
Local 70

Dated 4/3/17

By   
Robustino (Tino) Copado Jr.  
Secretary-Treasurer  
Local 287

Dated 4/7/17



By  VP/CM  
Name and Title  
Freeman Exposition, Inc.

Dated 5/10/17

By \_\_\_\_\_  
Name and Title  
GES/Global Experience Specialists

Dated \_\_\_\_\_

By \_\_\_\_\_  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Name and Title  
Freeman Exposition, Inc.

Dated \_\_\_\_\_

By Gu Y. Langlais U. Labor Relations  
Name and Title  
GES/Global Experience Specialists

Dated May 5/2017

By \_\_\_\_\_  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Name and Title  
Freeman Exposition, Inc.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Name and Title  
GES/Global Experience Specialists

Dated \_\_\_\_\_

By Bill A. Carter, President  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated 07.12.17.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Arata Exposition, Inc.

By Lon A. Blum Dated 5/4/17  
Blaine Convention Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Concept Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Czarnowski Display Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Employco USA II, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Event Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Maxum Exposition Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
PS Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
Renaissance Management, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
San Francisco Exposition Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Arata Exposition, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Blaine Convention Service, Inc.

By T. Donofri Dated 7/20/2017  
Concept Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Czarnowski Display Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Employco USA II, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Event Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Maxum Exposition Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
PS Services

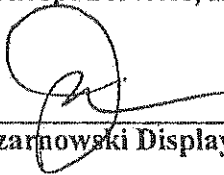
By \_\_\_\_\_ Dated \_\_\_\_\_  
Renaissance Management, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
San Francisco Exposition Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Arata Exposition, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Blaine Convention Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Concept Services, Inc.

By  \_\_\_\_\_ Dated 5-12-17  
Czarnowski Display Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Employco USA II, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Event Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Maxum Exposition Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
PS Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
Renaissance Management, Inc.

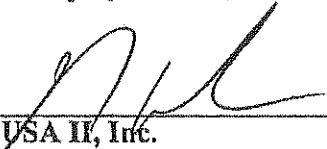
By \_\_\_\_\_ Dated \_\_\_\_\_  
San Francisco Exposition Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Arata Exposition, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Blaine Convention Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Concept Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Czarnowski Display Service, Inc.

By  \_\_\_\_\_ Dated 5-15-17  
Employco USA II, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Event Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Maxum Exposition Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
PS Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
Renaissance Management, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
San Francisco Exposition Services, Inc.


By \_\_\_\_\_ Dated \_\_\_\_\_  
Arata Exposition, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Blaine Convention Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Concept Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Czarnowski Display Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Employco USA II, Inc.

By  \_\_\_\_\_ Dated 6/17/17  
Event Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Maxum Exposition Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
PS Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
Renaissance Management, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
San Francisco Exposition Services, Inc.



By \_\_\_\_\_ Dated \_\_\_\_\_  
Arata Exposition, Inc.


By \_\_\_\_\_ Dated \_\_\_\_\_  
Blaine Convention Service, Inc.

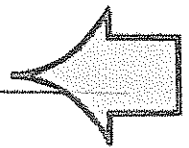
By \_\_\_\_\_ Dated \_\_\_\_\_  
Concept Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Czarnowski Display Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Employco USA II, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Event Production, Inc.

By  \_\_\_\_\_ Dated 7/12/17  
Maxum Exposition Services



By \_\_\_\_\_ Dated \_\_\_\_\_  
PS Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
Renaissance Management, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
San Francisco Exposition Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Arata Exposition, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Blaine Convention Service, Inc.


By \_\_\_\_\_ Dated \_\_\_\_\_  
Concept Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Czarnowski Display Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Employco USA II, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Event Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Maxum Exposition Services

By  \_\_\_\_\_ Dated 5/10/17  
PS Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
Renaissance Management, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
San Francisco Exposition Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Arata Exposition, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Blaine Convention Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Concept Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Czarnowski Display Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Employco USA II, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Event Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Maxum Exposition Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
PS Services

By Steven Johnson Dated 5-4-17  
Renaissance Management, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
San Francisco Exposition Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Arata Exposition, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Blaine Convention Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Concept Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Czarnowski Display Service, Inc.


By \_\_\_\_\_ Dated \_\_\_\_\_  
Employco USA II, Inc.


By \_\_\_\_\_ Dated \_\_\_\_\_  
Event Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Maxum Exposition Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
PS Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
Renaissance Management, Inc.

By  \_\_\_\_\_ Dated 5/19/17  
San Francisco Exposition Services, Inc.

By  Dated 5/15/17  
Shepard Exposition Service, Inc,

By \_\_\_\_\_ Dated \_\_\_\_\_  
T3 Exposition, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Union Payroll Agency

By \_\_\_\_\_ Dated \_\_\_\_\_  
Willwork, Inc., Exhibit Service

By \_\_\_\_\_ Dated \_\_\_\_\_  
ABC Expo Services, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Aesthetic Visual Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Labor Resource Management

By \_\_\_\_\_ Dated \_\_\_\_\_  
Golden Gate Apparel Association DBA FMNC

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_  
Shepard Exposition Service, Inc,

By \_\_\_\_\_ Dated 5.7.17  
T3 Exposition, LLC  
*CV* 

By \_\_\_\_\_ Dated \_\_\_\_\_  
Union Payroll Agency

By \_\_\_\_\_ Dated \_\_\_\_\_  
Willwork, Inc., Exhibit Service

By \_\_\_\_\_ Dated \_\_\_\_\_  
ABC Expo Services, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Aesthetic Visual Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Labor Resource Management

By \_\_\_\_\_ Dated \_\_\_\_\_  
Golden Gate Apparel Association DBA FMNC

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_  
Shepard Exposition Service, Inc,

By \_\_\_\_\_ Dated \_\_\_\_\_  
T3 Exposition, LLC

By Mat Wyke Dated 05/05/2017  
Union Payroll Agency

By \_\_\_\_\_ Dated \_\_\_\_\_  
Willwork, Inc., Exhibit Service

By \_\_\_\_\_ Dated \_\_\_\_\_  
ABC Expo Services, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Aesthetic Visual Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Labor Resource Management

By \_\_\_\_\_ Dated \_\_\_\_\_  
Golden Gate Apparel Association DBA FMNC

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

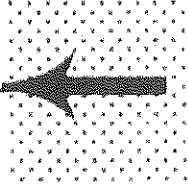
By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_  
Shepard Exposition Service, Inc,

By \_\_\_\_\_ Dated \_\_\_\_\_  
T3 Exposition, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Union Payroll Agency

By  \_\_\_\_\_ Dated July 28, 2017  
Willwork, Inc., Exhibit Service



By \_\_\_\_\_ Dated \_\_\_\_\_  
ABC Expo Services, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Aesthetic Visual Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Labor Resource Management

By \_\_\_\_\_ Dated \_\_\_\_\_  
Golden Gate Apparel Association DBA FMNC

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_



By \_\_\_\_\_ Dated \_\_\_\_\_  
Shepard Exposition Service, Inc,


By \_\_\_\_\_ Dated \_\_\_\_\_  
T3 Exposition, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Union Payroll Agency

By \_\_\_\_\_ Dated \_\_\_\_\_  
Willwork, Inc., Exhibit Service

By \_\_\_\_\_ Dated \_\_\_\_\_  
ABC Expo Services, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Aesthetic Visual Production, Inc.

By  Dated 5/20/17  
Labor Resource Management

By \_\_\_\_\_ Dated \_\_\_\_\_  
Golden Gate Apparel Association DBA FMNC

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_  
Shepard Exposition Service, Inc,

By \_\_\_\_\_ Dated \_\_\_\_\_  
T3 Exposition, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Union Payroll Agency

By \_\_\_\_\_ Dated \_\_\_\_\_  
Willwork, Inc., Exhibit Service

By \_\_\_\_\_ Dated \_\_\_\_\_  
ABC Expo Services, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Aesthetic Visual Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Labor Resource Management

By Stephanne De Groot Dated 8/1/17  
Golden Gate Apparel Association DBA FMNC

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

**NATIONAL MASTER FREIGHT AGREEMENT**  
**ADDENDUM I**

**ARTICLE 35**

**PREAMBLE**

While abuse of alcohol and drugs among our members/employees is the exception rather than the rule, the Teamsters National Freight Industry Negotiating Committee and the, Employers signatory to this Agreement share the concern expressed by many over the growth of substance abuse in American Society.

The parties have agreed that the Drug and Alcohol Abuse Program will be modified in the event that further Federal Legislation or Department of Transportation Regulations provide for revised testing methodologies or requirements. The parties have incorporated the appropriate changes required by the applicable DOT Drug Testing Rules under 49 CFR Parts 40 and 382, and agree that if new federally mandated changes are brought about, they too will become part of this Agreement.

The Drug Testing Procedure, agreed to by Labor and Management, Incorporates state-of-the-art employee protections during specimen collection and Laboratory Testing to protect the innocent and ensures the Employer complies with all applicable DOT Drug and Alcohol Testing Regulations. In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

**NMFA UNIFORM TESTING PROCEDURE**  
**(A) PROBABLE SUSPICION TESTING**

In cases in which an employee is acting in an abnormal manner and at least one (1) Supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the presence of a Union Shop Steward, if Possible) to undergo a urine specimen collection and a breath alcohol analysis as provided in Section 4B. The Supervisor(s) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer Representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The observations may include the indication of chronic and withdrawal effects of controlled substances. The Supervisor(s) must make a written statement of these observations within twenty-four (24) hours.

A copy must be provided to the Shop Steward or other Union Official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is solely on third (3<sup>rd</sup>) party observation and reports. The employee shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms "probable suspicion" and "reasonable cause" shall be synonymous.

**The Following Collection Procedure Shall Apply To All Types of Testing:**

A refusal to provide a urine specimen or undertake a breath analysis will constitute a presumption of intoxication and the employee will be subject to discharge without receipt of a prior warning letter. If the employee is unable to produce 45mL of Urine, he/she shall be offered up to forty (40) ounces of fluid to drink and shall remain at the collection site under observation until able to produce a 45mL specimen, for a period of up to three (3) hours from the first (1<sup>st</sup>) unsuccessful attempt to provide the urine specimen. If the employee is still unable to produce a 45mL specimen, the Employer shall direct the employee to undergo an evaluation which shall occur within five (5) business days, by a licensed physician, acceptable to the MRO who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of urine. If the physician and MRO conclude that there is no medical condition that would preclude the employee from providing an adequate amount of urine, the MRO will issue a ruling that the employee refused the test. If an employee is unable to provide sufficient breath sample for analysis, the procedures outlined in the DOT Regulations shall be followed for all employees. Such employees shall be evaluated by a licensed physician, acceptable to the Employer, who has the expertise in the medical issues concerning the employee's failure to provide an adequate amount of breath. Absent a medical condition, as determined by the licensed physician, said employee will be regarded as having refused to take the test. The Employer will adhere to DOT Regulations for employees who are unable to provide a urine or breath specimen due to a permanent or long-term medical condition. Contractual time limits for disciplinary action, as set forth in the appropriate Supplemental Agreement, shall begin on the day on which specimens are taken. In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, previously agreed-to procedures under the appropriate Supplemental Agreement for determining alcohol intoxication shall apply.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the Drug Testing Procedure contained herein and the Breath Alcohol Testing Procedure contained in Section 4B shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication."

**(B) DOT RANDOM TESTING**

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT Rules under 49CFR Part 382, Subpart C.

The method of selection for random Urine Drug Testing will be neutral so that all Employees subject to testing will have an equal chance to be randomly selected. The term "employees subject to testing" under this Agreement is meant to include any employee required to have a Commercial Drivers License (CDL) under The Department of Transportation Regulations.

Employees out on long term injury or disability for any reason shall not be tested.

The provisions of Article 35-Section 3 F 3 (Split Sample Procedures), and Article 35-Section 3 J 1 (One-Time Rehabilitation), shall apply to random Urine Drug Testing.

**(C) NON-SUSPICION BASED POST-ACCIDENT TESTING**

Non-Suspicion based Post-Accident Testing is defined as Urine Drug Testing as a result of an accident which meets the definition of an accident as outlined in the Federal Motor Carrier Safety Regulations. Urine Drug Testing will be required after accidents meeting the following conditions and drivers are required to remain readily available for testing for thirty-two (32) hours following the accident or until tested.

Employees subject to Non-Suspicion based Post-Accident Drug Testing shall be Limited to those employees subject to DOT Drug Testing, who are involved in an Accident where there is:

- (1) A fatality, or;
- (2) A citation under State or Local Law is issued to the Driver for a moving traffic violation arising from the accident in which
  - (a) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
  - (b) One or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

The driver has the responsibility to make himself/herself available for Urine Drug Testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The driver is responsible to notify the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action.

If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he/she shall not be required to submit to Post-Accident Urine Drug Testing.

The Employer shall make available a Urine Drug Test Kit and an appropriate collection site for the driver to provide specimens.

The provisions of Article 35-Section 3 F 3 (Split Sample Procedures), and Article 35-Section 3 J I (One-Time Rehabilitation), shall apply to Non-Suspicion based Post-Accident Urine Drug Testing.

#### **(D) CHAIN OF CUSTODY PROCEDURES**

Any specimens collected for Drug Testing shall follow the DHHS/DOT (Department of Health and Human Services/Department of Transportation) Specimen Collection Procedures. At the time specimens are collected for any Drug Testing, the employee shall be given a copy of the specimen procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT Regulations, it is the employee's responsibility to initial the seals on the specimen bottles, additionally ensuring that the specimens tested by the Laboratory are those of the employee.

**THE REQUIRED PROCEDURE FOLLOWS:** When urine specimens are to be provided, at least 45mL of specimen shall be collected. At least 30 mL shall be placed in one (1) self-sealing, screw-capped or snap-capped container. A urine Specimen of at least 15mL shall be placed in a second (2<sup>nd</sup>) such container. They shall be sealed and labeled by the collector, and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each container and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The container shall be sent to the designated testing laboratory at the earliest possible time by the fastest available means.

In this Urine Collection Procedure, the donor shall urinate into a collection container capable of holding at least 55mL, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initiated the bottles.

It is recognized that the Specimen Collector is required to check for sufficiency of Specimen, acceptable temperature range, and signs of tampering, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT Regulations. If it is established that the employee's specimen is outside of the acceptable temperature range or has been intentionally tampered with or substituted by the employee, the employee will be required to immediately submit an additional specimen under direct observation. Also, if it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations for creatinine, specific gravity, pH, and any substances that may be used to adulterate the specimen shall be performed by the laboratory. If the laboratory suspects the presence of an interfering substance/adulterant that could make a test result invalid, but the initial laboratory is unable to identify it, the specimen must be sent to another HHS certified laboratory that has the capability of doing so.

Any findings by the laboratory that indicate that a specimen is adulterated as a result of the fact that it contains a substance that is not expected to be present in human urine; a substance that is expected to be present is identified at a concentration so high that it is not consistent with human urine; or has physical characteristics which are outside the normal expected range for human urine shall be immediately reported to the Company's Medial Review Officer (MRO).

The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen bottles in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT Regulations as certified by the laboratory, the Employer may take disciplinary action based upon the MRO's ruling.

#### **(E) URINE COLLECTION KITS AND FORMS**

The Contents of the Urine Collection kit shall be as follows:

- (1) The kit shall include a specimen collection container capable of holding at least fifty-five (55) mL of urine and contains a temperature reading device capable of registering the urine temperature specified in the DOT Regulations.

(2) Two (2) plastic bottles that are capable of holding at least thirty-five (35) mL have screw-on or snap-on-caps, and markings clearly indicating the appropriate levels for the primary (30mL) and split (15mL) specimens.

(3) A uniquely numbered (i.e., Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit seal (e.g., Box Seal) shall be utilized during the urine collection process and completed by the collection site person. In the case of probable suspicion or other contractually required testing, a Non-DOT chain of custody form will be used for the testing of Non-DOT employees. The appropriate laboratory copies are to be placed into the transportation container with the urine specimens. The exterior of the transportation kit shall then be secured, e.g., by placing the tamper-proof Box Seal over the outlined area.

(4) Shrink-wrapped or similarly protected kits shall be used in all instances.

#### **(F) LABORATORY REQUIREMENTS**

(1) **URINE TESTING:** In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and adulterants employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

(2) **SPECIMEN RETENTION:** All specimens deemed positive, adulterated, substituted, or invalid by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

(3) **SPLIT SAMPLE PROCEDURE:** The split sample procedure is required for all employees selected for urine drug testing. When any test kit is received by the laboratory, the "primary" sealed urine specimen bottle shall be immediately removed for testing, and the remaining "split" sealed specimen bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit. After receiving the specimen, the collector shall pour at least 30mL of urine into the specimen bottle and at least 15mL into the second split specimen bottle. Both bottles shall be sealed in the employee's presence, initialed by the employee, then forwarded to an accredited laboratory for testing.



If the employee is advised by the MRO that the first (1<sup>st</sup>) urine sample tested positive, adulterated, or substituted, in a random, return to duty, follow-up, probable suspicion or post-accident urine drug test, the employee may, within seventy-two (72) hours of receipt of the actual notice, request from the MRO that the second (2<sup>nd</sup>) urine specimen be forwarded by the first (1<sup>st</sup>) laboratory to another independent and unrelated accredited laboratory of the parties' choice for GC/MS confirmatory testing for the presence of the drug, or other confirmatory testing for adulterants, or to confirm that the specimen has been substituted as defined in 49 CFR Part 40. If the employee chooses to have the second (2<sup>nd</sup>) sample analyzed, he/she shall at that time execute a special check-off authorization form to ensure payment by the employee. Split specimen testing will conform to the regulations as defined in 49 CFR Part 40.

If the employee chooses the optional split sample procedure, and so notifies his Employer, disciplinary action can only take place after the MRO reports a positive, adulterated, or substituted result on the primary test and the MRO reports that the testing of the split specimen confirmed the result. However, the employee may be taken out of service once the MRO reports a positive, adulterated, or substituted result based on the testing of the primary specimen while the testing of the split specimen is being performed. If the second (2<sup>nd</sup>) test confirms the findings of the first laboratory and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the employer for the cost of the second (2<sup>nd</sup>) sample's analysis before entering the rehabilitation program. If the second (2<sup>nd</sup>) laboratory report is negative, for drugs, adulterants, or substitution, the employee will be reimbursed for the cost of the second (2<sup>nd</sup>) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

(4) LABORATORY ACCREDITATION: All laboratories used to perform urine drug testing pursuant to this Agreement must be certified by Health and Human Services under the National Laboratory Certification Program (NLCP).

#### (G) LABORATORY TESTING METHODOLOGY

(1) URINE TESTING: The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmatory procedures for drugs and confirmatory procedures for specimens that are initially identified as being adulterated or substituted shall comply with the testing protocols mandated by the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

Validity testing shall be conducted on all specimens, pursuant to HHS requirements, to determine whether they have been adulterated or substituted. All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative, unless they are confirmed to be adulterated, substituted, or invalid. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive. Specimens that are confirmed to be adulterated shall be reported as such.

When a grievance is filed as a result of a drug test that is ruled positive, adulterated, or substituted, the Employer shall provide a copy of the MRO ruling to the Union.

Where Schedule 1 and 2 drugs are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

(2) PRESCRIPTION AND NON-PRESCRIPTION MEDICATIONS: If an employee is taking a prescription or non-prescription medication in the appropriate described manner he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

(3) MEDICAL REVIEW OFFICER (MRO): The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible medical causes of specimens having an invalid result, and applicable DOT Agency Regulations. In addition, the MRO shall keep current on applicable DOT Agency Regulations and comply with the DOT qualification training and continuing education requirements. The MRO shall review all urine drug test results from the laboratory and shall examine alternate medical explanations for tests reported as positive, adulterated, or substituted, as well as those results reported as invalid. Prior to the final decision to verify a urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee declines to speak with the MRO, or the employee fails to contact the MRO within seventy-two (72) hours of being notified to do so by the Employer, or if the MRO is unable to contact the employee within ten (10) days of the receipt of the drug test result being reported to him by the laboratory, then the MRO may report the result to the Employer.

(4) **SUBSTANCE ABUSE PROFESSIONAL (SAP)**: The substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Employer interest in safety-sensitive functions, and applicable DOT Agency Regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

(H) **LEAVE OF ABSENCE PRIOR TO TESTING**

(1) An employee shall be permitted to take leave of absence in accordance with the FMLA or applicable State leave laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

(2) Employees requesting to return to work from a voluntary leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Part J of this Section. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

The provisions of this Section shall not apply to probationary employees.

(1) **Disciplinary Action Based on Positive, Adulterated, or Substituted Test Results.**

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

(1) If the MRO reports that a urine drug test is positive, adulterated, or substituted, the employee shall be subject to discharge except as provided in Part J.

(2) The following actions shall apply in probable suspicion testing based on DOT and contractual mandates.

- (a) If the urine drug test is positive, adulterated, or substituted, according to the procedures described in Part G, the employee shall be subject to discharge.
- (b) If the breath alcohol test results show a blood alcohol concentration equal to or above the level previously determined by the appropriate Supplemental Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to the Supplement Agreement.
- (c) If the breath alcohol test is negative and the urine drug test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

**(J) RETURN TO EMPLOYMENT AFTER A POSITIVE URINE DRUG TEST**

(1) Any employee with a positive, adulterated, or substituted urine drug test result (other than under probable suspicion testing), thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1) time lifetime basis if the employee successfully completes a course of education and/or treatment program as recommended by the Substance Abuse Professional (SAP). The SAP will recommend a course of education and/or treatment with which the employee must demonstrate compliance prior to returning to DOT safety sensitive duty. The SAP will refer him/her to a treatment program which has been approved by the applicable Health and Welfare Trust Fund, where such is the practice. Any cost of evaluation, education and/or treatment over and above that paid for by the applicable Health and Welfare Trust Fund, must be borne by the employee.

(2) Employees electing the one time lifetime evaluation and/or rehabilitation must notify the Company within ten (10) days of being notified by the Company of a positive, adulterated, or substituted urine drug test. The evaluation process and education and/or treatment program must take a minimum of ten (10) days. The employee must begin the evaluation process and education and/or treatment program within fifteen (15) days after notifying the Company. The employee must request reinstatement promptly after successful completion of the education and/or treatment program. After the minimum ten (10) day period and re-evaluation by the SAP, the employee may request reinstatement, but must first provide a negative return to duty urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement.

After the discharge is sustained, the employee must notify the Company within ten (10) days of the date of the decision, of the desire to enter the evaluation process and education and/or treatment program.

(3) While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto except the continued accrual of seniority.

(4) Before reinstatement after the minimum ten (10) day period, the employee must be re-evaluated by the Substance Abuse Professional to determine successful compliance with any recommended education and/or treatment program. The employee must then submit to the Employer's return to duty urine drug test (and alcohol test if so prescribed by the SAP) with a negative result. The employee will be subject to at least six (6) unannounced follow up urine drug test in the first (1st) year, as determined by the SAP. If, at any time, the employee tests positive, provides an adulterated or substituted specimen, or refused to submit to a test, the employee shall be subject to discharge.

(a) Return to duty drug test is a urine drug test which an employee must complete with a negative result, after having been reevaluated by a SAP to determine successful compliance with recommended education and/or treatment.

(b) Follow-up drug testing shall mean those unannounced urine drug tests required (minimum of six (6) in a twelve (12) month period) when an employee test positive, provides an adulterated or substituted specimen, or refused to be tested and has been evaluated by the SAP, completed education and/or treatment, been re-evaluated by SAP and returned to work. The requirements of follow up testing follow the employee through breaks in service (i.e., layoff, on the job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow up urine drug and/or alcohol tests and to extend the twelve (12) month period up to sixty (60) months.

**(K) SPECIAL GRIEVANCE PROCEDURE**

(1) The parties shall together create a Special Region Joint Area Committee consisting of an equal number of Employer and Union Representatives to hear drug related discipline disputes. All such disputes arising after the establishment of the Special Region Joint Area Committee shall be taken up between the Employer and Local Union involved. Failing adjustment by these parties, the dispute shall be heard by the Special Region Joint Area Committee within Ninety (90) days of the Committee's receipt of the dispute. Where the Special Region Joint Area Committee, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal. Where the Special Region Joint Area Committee is unable to agree on or come to a decision on a dispute, the dispute will be referred to the National Grievance Committee.

(2) The procedures set forth herein may be invoked only by the authorized Union Representative or the Employer.

**(L) PAID FOR TIME**

(1) **TRAINING**: Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

(2) **TESTING**: Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

**(a) RANDOM DRUG TESTS**:

(1) for all time at the collection site

(2) (a) For travel time one way if the collection site is reasonably en route between the employee's home and the terminal, and the employee is going to or from work; or

(b) For travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee's home and the terminal.

(3) When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.

(4) The Employer will not require the city employee to go for urine drug testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.

(5) During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and from the collection site to take a random drug test.

(6) If a road driver is called at home to take a random drug test at a time when the road driver is not en route to or from work, the driver shall be paid, in addition to all time at the collection site, travel time both ways between the driver's home and the collection site with no minimum guarantee.

(b) NON-SUSPICION BASED POST-ACCIDENT TESTING:

(1) In the event of a non-suspicion based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the thirty-two (32) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

(2) When the Employer takes a road driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the road driver to return to his/her home terminal in accordance with the Supplement Agreement.

**SECTION 4 — ALCOHOL TESTING:** The parties agree that in the event of further Federal Legislation or DOT Regulations providing for revised methodologies or requirements, those revisions shall, to the extent they impact this Agreement, unless mandated, be subject to mutual agreement by the parties.

(a) **EMPLOYEES WHO MUST BE TESTED:** There shall be random, no suspicion based post-accident and probable suspicion alcohol testing of all employees subject to DOT mandated alcohol testing. This includes all employees who, as a condition of their employment, are required to have a DOT physical, a CDL and are subject to testing for drugs under Article 35-Section 3(b).

Employees covered by this Collective Bargaining Agreement who are not subject to DOT mandated alcohol testing are only subject to probable suspicion testing as provided in Article 35-Section 3 of the NMFA or the appropriate Article of the applicable Supplemental Agreement. The alcohol breath testing methodology outlined in this Section will be utilized for all employees required to undergo probable suspicion testing. (For testing results and discipline refer to NMFA, Article 35-Section 312).

(b) **ALCOHOL TESTING PROCEDURE:** All alcohol testing under this Section will be conducted in accordance with applicable DOT/FMCSA Regulations. All equipment used for alcohol testing must be on the NHTSA Conforming Products List and be used and maintained in compliance with DOT requirements. Breath samples will be collected by a Breath Alcohol Technician (BAT) who has successfully completed the necessary training course that is the equivalent of the DOT model course and who is knowledgeable of the alcohol testing procedures set forth in 49 CFR Part 40 and any current DOT Guidance. Law Enforcement Officers who have been certified by State or Local Governments to conduct breath alcohol testing are deemed to be qualified as Breath Alcohol Technicians. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.



(1) **SCREENING TEST**: The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol.

**Breath Alcohol Levels:**

Less than 0.02% BAC - Negative

0.02% BAC and above – Positive(RequiresConfirmation Test)

(2) **CONFIRMATORY TEST**: All samples identified as positive on the initial test, indicating an alcohol concentration of (0.02%) BAC or higher, shall be confirmed using an (EBT) device that is capable of providing a printed result in triplicate; is capable of assigning a unique number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number and the time of the test unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than thirty (30) minutes, unless otherwise provided by conditions set forth and defined in 49 CFR Part 40.

The following cutoff levels shall be used to confirm a positive test for alcohol:

**Breath Alcohol Levels:**

Less than 0.02 % BAC - Negative

0.02% BAC to 0.039% BAC - Positive

0.04% BAC and above -Positive

Refer to Section 4L for Discipline Based on a Positive Test

(c) **NOTIFICATION:** All employees subject to DOT mandated random alcohol testing will be notified of testing by the Employer, in person or by direct phone contact.

(d) **PRE-QUALIFICATION TESTING FOR NON-DOT PERSONNEL**

Section has been deleted

(e) **RANDOM TESTING:** The method used to randomly select employees for alcohol testing shall be neutral, scientifically valid and in compliance with DOT Regulations.

The annual random testing rate for alcohol use shall be the rate established by the Administrator of the FMCSA.

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as Representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT Alcohol Testing Regulations and arising from the results of an alcohol test which is subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one (1) hour prior to starting the tour of duty, during the tour of duty, or immediately after completing the tour of duty.

Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

(f) **NON-SUSPICION BASED POST ACCIDENT TESTING:** Employees subject to Non-Suspicion based Post Accident alcohol testing shall be limited to those employees subject to DOT alcohol testing, who are involved in an accident where there is:

- (1) A fatality, or;
- (2) A citation under State or Local Law is issued to the Driver for a moving traffic violation arising from the accident in which:
  - (a) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
  - (b) One or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

Alcohol Testing will be required under the above conditions and employees are required to submit to such testing as soon as practicable. Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a DOT Post Accident Alcohol Test is performed, whichever occurs first.

It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Prior to the effective date of the DOT Alcohol Testing Regulations, the Employer agrees to give each employee subject to DOT Non-Suspicion based Post-Accident Testing written notification of the procedures required by the DOT Regulations in the event of an accident as defined by the DOT.

(g) SUBSTANCE ABUSE PROFESSIONAL (SAP):

(1) The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor Osteopathy), or a licensed or certified Psychologist, Social Worker, or Employee Assistance Professional, or a Drug and Alcohol Counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & other drug abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders, be knowledgeable of the SAP function as it relates to Employer interest in safety sensitive functions, and applicable DOT Agency Regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

(2) The Employer will provide the employee with a list of resources available to the driver in evaluating and resolving problems with the misuse of alcohol as soon as practicable but no later than thirty-six (36) hours after the Employer's receipt of notice from the BAT that the employee has a BAC of (0.04%) or higher, exclusive of holidays and weekends. The SAP will be responsible for recommending the appropriate course of education and/or treatment required prior to the employee returning to work and is the only person responsible for determining, during the evaluation process, whether an employee will be directed to a Rehabilitation Program, and if so for how long.

(3) Follow up and return to duty test need not be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with an alcohol and drug abuse problem, the SAP may require drug tests to be performed along with any required alcohol follow-up and/or return-to-duty tests, if it has been determined that a driver has violated the drug testing prohibition.

(4) Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions Under this Agreement, over and above that paid for by the applicable Health and Welfare Trust Fund, must be borne by the employee. The Employer will pay for random; Non-Suspicion based Post-Accident and Probable Suspicion Alcohol Testing. Return to duty and follow up alcohol testing that is prescribed by the SAP, will be paid for by the Employer, provide the employee tests negative.

(h) PROBABLE SUSPICION TESTING: Employee subject to DOT probable suspicion alcohol testing under this Section shall be tested in accordance with current, applicable DOT Regulations.

For all purposes herein, the parties agree that the terms "Probable Suspicion" and "Reasonable Cause" shall be synonymous.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.

In the event the Employer is unable to determine whether the abnormal behavior or appearance is due to alcohol or drugs, the Employer shall specify that the basis for any disciplinary action or testing is for alcohol and/or drug intoxication. In such cases, the employee shall be tested in accordance with Article 35-Section 3A, and applicable DOT Alcohol Testing Regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) Supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol, the Employer may require the employee, in the presence of a Union Shop Steward or other employee requested by the employee under observation, to submit to a breath alcohol test. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3<sup>rd</sup>) party observation and reports.

The Supervisor(s) must make a written statement of these observations within twenty-four (24) hours. Upon request, a copy must be provided to the Shop Steward or other Union Official after the employee is discharged or suspended or taken out of service.

All Supervisors and Employer Representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the physical, behavioral, speech and performance indicators of how to detect probable suspicion alcohol misuse and use of controlled substances as required by DOT Regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

(1) **PREPARATION FOR TESTING:** All alcohol testing shall be conducted in conformity with the DOT Alcohol Regulations. Any alleged abuse by the Employer, such as proven the harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the Grievance Procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing site, an employee must provide the Breath Alcohol Technician (BAT) with proper identification. The employee shall not be required to waive any claim or cause of action under the law.

A standard DOT approved alcohol testing form will be used by all testing facilities. In the case of probable suspicion or other contractually required testing, a Non- DOT chain of custody form will be used for the testing of Non-DOT employees.

(j) **SPECIMEN TESTING PROCEDURES:** All procedures for alcohol testing will comply with Department of Transportation Regulations.

No authorization personnel will be allowed in any area of the testing site. Only one (1) Alcohol Testing Procedure will be conducted by a BAT at the same time.

The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily.

Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within five (5) days, an evaluation from a licensed Physician selected by the Employer and the Local Union and who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of breath. If the Physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

**(k) LEAVE OF ABSENCE PRIOR TO TESTING:** An employee shall be permitted to take a leave of absence in accordance with the FMLA or applicable State Leave Laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. This provision does not alter or amend the disciplinary provision (Article 35 -Section 4L) of this Section.

Before returning to work from a voluntary Leave of Absence, the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than (0.02%) BAC , and further be subject to six (6) unannounced follow up alcohol tests in the first (1<sup>st</sup>) twelve (12) months following the employee's return to duty.

The Supplemental Agreements shall address the issue of an extra-board driver who, while at his home terminal, has consumed alcohol, is then called for dispatch and requests additional time off. Requesting time off under this provision shall not be used as a subterfuge to avoid taking a random alcohol (and/or drug) test.

**(L) DISCIPLINARY ACTION BASED ON POSITIVE TEST RESULTS:**

**(1) FIRST POSITIVE TEST**

**0.02% BAC - 0.039% BAC**

**Out of Service for twenty-four (24) hours**

**0.04% BAC less than State DWI/DUI limit**

**Out of Service for the length of time determined by the SAP with minimum of twenty-four (24) hours.**

**State DWI/DUI Limit and Above**

**Subject to Discharge**

**(2) SECOND POSITIVE TEST**

**0.02% BAC - 0.039% BAC**

**Out of Service for a five (5) calendar day Suspension**

**0.04% BAC - less than State DWI/DUI limit**

**Out of Service for the length of time determined by the SAP with a minimum of a twenty (20) calendar day Suspension**

**State DWI/DUI limit and above**

**Subject to Discharge**

**(3) THIRD POSITIVE TEST**

**0.02% BAC - 0.039% BAC**

**Out of Service for a fifteen (15) calendar day Suspension**

**0.04% BAC - less than State DWI/DUI limit**

**Out of Service for the length of time determined by the SAP with a minimum of a thirty (30) calendar day Suspension**

**State DWI/DUI limit and**

**above Subject to Discharge**

**(4) FOURTH POSITIVE**

**TEST**

**0.02% BAC - 0.039% BAC**

**Subject to Discharge**

**0.04% BAC - less than State**

**DWI/DUI limit Subject to**

**Discharge**

**State DWI/DUI limit and**



(5) An employee who is tested positive in a Non-Suspension based Post-Accident Alcohol Testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater.

**FIRST** (1<sup>st</sup>) Non-Suspicion based Post-Accident Positive Test - 0.02% BAC - 0.039% BAC - thirty (30) calendar day Suspension. 0.04% BAC and higher - subject to Discharge.

**SECOND** (2<sup>nd</sup>) Non-Suspicion based Post-Accident Positive Test - 0.02% BAC and Higher - subject to Discharge.

(6) An employee's refusal to submit to any alcohol test will subject the employee to discharge.

(m) **RETURN TO DUTY AFTER A POSITIVE (GREATER THAN (.04) TO THE STATE LIMIT) ALCOHOL TEST:**

Before returning to work the employee must be evaluated by a SAP, comply with Any education and/or treatment recommended by the SAP, be re-evaluated by the SAP to determine compliance with recommended education and/or treatment, and take a return to duty alcohol test, showing a result of less than (0.02%) BAC. The employee will be subject to at least six (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP. The requirements of follow-up testing follow the employee through break in service (i.e., layoff, on the job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow up alcohol and/or urine drug test and to extend the twelve (12) month period up to sixty (60) months.

(n) **PAID FOR TIME TESTING:** Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

(1) RANDOM ALCOHOL TEST

(a) PAID FOR ALL TIME AT THE COLLECTION SITE

(b) 1. For travel time one way if the collection site is reasonably en route between the employee's home and the terminal, and the employee is going to or from work; or

(2) For travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee's home and the terminal.

(c) When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.

(d) The Employer will not require the city employee to go for alcohol testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.

(e) During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and from the collection site to take a random alcohol test.

(f) If a road driver is called to take a random alcohol test at a time when the road driver is not en route to or from work, the driver shall be paid, in addition to all time at the collection site, travel time both ways between the location of the driver when called and the collection site with no minimum guarantee.

(2) NON-SUSPICION BASED POST-ACCIDENT TESTING:

(a) In the event of a Non-Suspicion-based Post-Accident Testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the eight (8) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

(b) When the Employer takes a driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driver to return to his/her home terminal in accordance with the Supplemental Agreement.

(o) RECORD RETENTION: The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur.

Each Employer or its Agents is required to maintain the following records for two

(2) years.

1. Records of the inspection and maintenance of each (EBT) used in employee testing
2. Documentation of the Employer's compliance with the Quality Assurance Program for each (EBT) it uses for alcohol testing and
3. Records of the training and proficiency testing of each (BAT) used in employee testing
4. It is agreed that the parties will engage in Reasonable Suspicion Training for Forepersons and Supervisors during the term of this Agreement. Training will be conducted through Teamsters Assistance Program.

The Employer must maintain for five (5) years records pertaining to the calibration of each (EBT) used in alcohol testing, including records of the results of external calibration checks.

**(P) SPECIAL GRIEVANCE PROCEDURE**

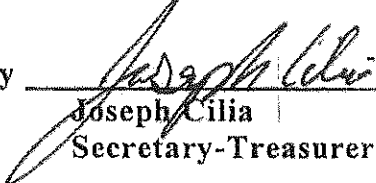
(1) The parties shall together create a Special Region Joint Area Committee consisting of an equal number of Employer and Union Representative to hear drug and alcohol related discipline disputes. All such disputes arising after the establishment of the Special Region Joint Area Committee shall be taken up between the Employer and Local Union involved. Failing adjustment by these parties, the dispute shall be heard by the Special Region Joint Area Committee within ninety (90) days of the Committee's receipt of the dispute. When the Special Region Joint Area Committee, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal. Where the Special Region Joint Area Committee is unable to agree or come to a decision on a dispute, the dispute will be referred to the National Grievance Committee.

(2) The procedures set forth herein may be invoked only by the authorized Union Representative or the Employer.


(3) Any Employer requiring casual or probationary employees to have a Current Negative Drug Screen in compliance with DOT regulations, shall reimburse the employee five dollars (\$5.00) per shift. Payment shall be made on a separate check.

FOR THE UNION:

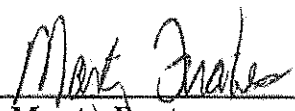
Retail Delivery Drivers,  
Driver-Salesmen and  
Helpers and Auto Truck  
Drivers Local Union 2785

By   
Joseph Cilia  
Secretary-Treasurer

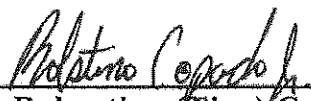
Dated 4/6/17

By   
William Cromartie  
Business Representative

Dated 4/6/17

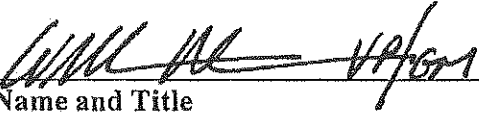
By   
Marty Brates  
Secretary-Treasurer  
Teamsters Local 70

Dated 4/3/17

By   
Robustino (Tino) Copado Jr.

Dated 4/7/17

**FOR THE EMPLOYERS:**

By   
Name and Title  
Freeman Exposition, Inc.

Dated 5/10/17

By \_\_\_\_\_  
Name and Title  
GES/Global Experience Specialists

Dated \_\_\_\_\_


By \_\_\_\_\_  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated \_\_\_\_\_

**FOR THE EMPLOYERS:**

By \_\_\_\_\_  
Name and Title  
Freeman Exposition, Inc.

Dated \_\_\_\_\_

By Govt Langlain V.P. Labor Relations  
Name and Title  
GES/Global Experience Specialists 

Dated May 5/2017

By \_\_\_\_\_  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated \_\_\_\_\_

**FOR THE EMPLOYERS:**

By \_\_\_\_\_  
Name and Title  
Freeman Exposition, Inc.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Name and Title  
GES/Global Experience Specialists

Dated \_\_\_\_\_

By *[Signature]* \_\_\_\_\_ Dated *07.12.17*  
Name and Title  
Curtin Convention & Exposition Services, Inc.



MEMORANDUM OF AGREEMENT  
ADDENDUM II

By and Between

TEAMSTERS LOCAL UNION NO. 2785

TRADE SHOW INDUSTRY

RE: SAN FRANCISCO SICK LEAVE ORDINANCE


To the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the Life of this Agreement.

For the Union

For The Trade Show Industry  
Contractors

RETAIL DELIVERY DRIVERS, DRIVER-  
SALESMEN & HELPERS & AUTO TRUCK  
DRIVERS LOCAL UNION NO. 2785

By   
William Cromartie  
Business Representative

By   
Name and Title St. Vrac President

Dated 7-22-2011

Dated 7/22/11

JB:WC:yb  
opeiu3(50)

I.

**MEMORANDUM OF AGREEMENT**  
**ADDENDUM III**

This Memorandum of Agreement by and between the Tradeshow Employers signatory to the Convention and Tradeshow Agreement and Teamsters Local 2785, Local 287, Local 70 constitutes an amendment to such Agreement,

Under the following terms and conditions.

Local 2785 Convention and Tradeshow Agreement is hereby considered the entire Bay Area Collective Bargaining Agreement within the jurisdiction of Joint Council of Teamsters No. 7 covering workers employed at Tradeshows irrespective of such workers Local Union affiliation.

Local 287 shall establish a Tradeshow and Convention pool of twenty-five (25) existing members trained and qualified to work Tradeshows under the Agreement. Such training shall be accomplished under the direction of the Local 2785 Convention Trades Training Trust and completed within three (3) months from the effective date of this Memorandum of Agreement.

Local 287's pool are casual employees and shall be dispatched by Local 287 from the Tradeshow and Convention Pool, to the extent they are available, to Tradeshows within the geographical jurisdiction of Local 287, prior to dispatch of casual employee members of Local 2785.

Such Local 287 members shall also be eligible to work Tradeshow within the geographical jurisdiction of Local 2785 following the dispatch of available casual employee members of Local 2785. The Employer may request fifty (50) percent of the number of required workers by name. Geographical jurisdiction for purpose of this Memorandum of Agreement shall be as determined by Joint Council No. 7 and accepted by the signatory Employers. The parties recognize the Tradeshow Employers right and obligation to work their regular employees, including, but not limited to, foremen and drivers prior to employing Local 287 and Local 2785 casual employees. However, within the jurisdiction of Local 287, to the extent practicable and event specific, this number shall be limited to one (1) foreman and two (2) drivers. Qualified Local 287 casuals shall be used to fill remaining positions until the list is exhausted. Thereafter, any remaining positions may be filled by regular employees or Local 2785 casuals as applicable. Nothing herein shall be construed to require that seniority employees be placed on layoff to facilitate employment of casual employees. In the event there is no work available within the jurisdiction of Local 2785 for seniority employees, either with their own employer or another signatory employer, they may be assigned one on one to work for their regular employer within Local 287 jurisdiction.

Within the jurisdiction of Local 70 the Employers continue to reserve their right to work their regular employees. However, to the extent practicable and event specific, this shall be limited to the minimum number of required foreman and drivers. If additional forklift operators as required they shall be worked (1) on (1) with Local 70 casuals, with the first (1<sup>st</sup>) forklift position filled by Local 70. If insufficient Local 70 qualified casuals are available, remaining positions may be filled by regular employees or Local 2785 casuals as applicable.

In the event of deco material or freight delivered to any venue by drivers and helpers who are members of a Teamsters Local Union affiliated with Joint Council No. 7 and employed by a signatory Employer of such Local Union, no more than two (2) such employees may be utilized to unload or assist in the unloading of their one (1) truck or trailer at that venue.

In the event of a dispute of the implementation of this Memorandum, the Convention Trades Training Trust (CTTT) shall review the facts and circumstances of the case and render a final and binding resolution.

If the CTTT fails to reach a decision either party may elect to bypass the initial grievance procedure and submit the dispute directly to an expedited arbitration. Local 2785 may appoint a Local 287 Representative to vacancy on the CTTT.

It is the intent of the parties that this Memorandum of Agreement continues and formalizes the current work practice of the below signatory Employers within the jurisdiction of Local 287 in effect since March, 2010.

This Memorandum of Agreement is applicable only to such Employer Signatory to both the Master Agreement and this Memorandum. Further this Memorandum modifies and amends only such provisions of the current Local 2785 Convention and Tradeshow Agreement as stated herein. All other terms and conditions of such Agreement remain in full force and effect.

FOR THE UNION:

Retail Delivery Drivers,  
Driver-Salesmen and Helpers  
and Auto Truck Drivers  
Local Union No.2785

By Joseph Cilia  
Joseph Cilia  
Secretary-Treasurer

Dated 4/6/17

By William Cromartie  
William Cromartie  
Business Representative

Dated 4/6/17

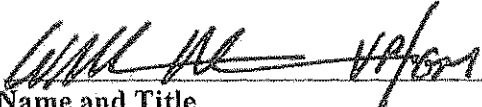
By Marty Frates  
Marty Frates  
Secretary-Treasurer  
Local 70

Dated 4/3/17

By Robustino Copado Jr.  
Robustino (Tino) Copado Jr.  
Secretary-Treasurer  
Teamsters Local 287

Dated 4/7/17

**FOR THE EMPLOYERS:**

By   
Name and Title  
Freeman Exposition, Inc.

Dated 5/10/17

By \_\_\_\_\_  
Name and Title  
GES/Global Experience Specialists

Dated \_\_\_\_\_


By \_\_\_\_\_  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated \_\_\_\_\_

**FOR THE EMPLOYERS:**

By \_\_\_\_\_  
Name and Title  
Freeman Exposition, Inc.

Dated \_\_\_\_\_

By Qu Y Langlais V.P. Labor Relations  
Name and Title  
GES/Global Experience Specialists 

Dated May 5/2017

By \_\_\_\_\_  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated \_\_\_\_\_



**FOR THE EMPLOYERS:**

By \_\_\_\_\_  
Name and Title  
Freeman Exposition, Inc.

Dated \_\_\_\_\_

By \_\_\_\_\_  
Name and Title  
GES/Global Experience Specialists

Dated \_\_\_\_\_

By *[Handwritten Signature]* \_\_\_\_\_ Dated *07/12/11*  
Name and Title  
Curtin Convention & Exposition Services, Inc.

AMENDMENT TO ADDENDUM III

MEMORANDUM OF AGREEMENT RE TRADE SHOW WORK WITHIN JC-7

EFFECTIVE APRIL 1, 2017 THROUGH MARCH 31, 2020

This Amendment to Addendum III applies only to Article X Work Rules Section 1 Work Jurisdiction of page 16 of the current Collective Bargaining Agreement and relates only to work solely within the jurisdiction of Teamsters Local 287 and it is agreed and understood there is no change in or effect to the work practice of any current signatory Employers to the Bay Area Collective Bargaining Agreement within Teamsters Joint Council Number 7. The scope of this Amendment shall apply to all special events and concerts only within the jurisdiction of Local 287.

In accordance with the foregoing; Article X, Section 1, paragraph (a) is amended as follows (new language is underlined):

(a) Drive, load, unload trucks, trailers and vans; operate forklifts, electric pallet jacks or any other type of equipment used in connection with trucks: the loading and unloading of trucks, trailers and vans includes the transporting of all material from the truck, trailer or van to its final point of rest and transporting of all material from the final point of rest to the truck, trailer or van.

FOR THE UNION:

FOR THE EMPLOYER:

By Robustino Copado Jr.  
Robustino (Tino) Copado Jr.  
Secretary-Treasurer  
Teamsters Local 287

By [Signature]  
Name and Title  
Freeman Exposition, Inc.

Dated 4/7/17

Dated 5/10/17

By Guy Langlais VP. Labor Relations  
Name and Title  
GES/Global Experience Specialist



Dated: May 5/2017

By \_\_\_\_\_  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Name and Title  
GES/Global Experience Specialists

Dated \_\_\_\_\_

By *Bill Colette*  
Name and Title  
Curtin Convention & Exposition Services, Inc.  
*President*

Dated *07.12.17.*

MEMORANDUM OF UNDERSTANDING

By and Between

TEAMSTERS LOCAL UNION 2785

and

CONVENTION AND TRADE SHOW EMPLOYERS

This Memorandum of Understanding is entered into between Freeman Exposition, GES/Global Experience Specialists and Curtin Convention & Exposition Services, Inc. with Teamsters Local 2785 with respect to insuring diversity and fairness in the workplace:

- (1) The parties agree to abide by Article V Section 9 of the Collective Bargaining Agreement and will not discriminate against applicants or employees based upon any characteristic protected by law;
- (2) The Employer agrees to continue to make reasonable effort to diversify the workforce with respect to hiring employees;
- (3) The parties agree the Convention Trades Training Trust will review hiring issues presented at the quarterly meetings of the Trust.

FOR THE UNION:

FOR THE EMPLOYERS:

RETAIL DELIVERY DRIVERS,  
DRIVER-SALESMEN AND  
HELPERS AND AUTO TRUCK  
DRIVERS LOCAL UNION NO. 2785

By   
Joseph Cilia  
Secretary-Treasurer

By \_\_\_\_\_  
Name and Title  
Freeman Exposition

Dated 4/6/17

Dated \_\_\_\_\_

By Guy Langlais VP. Labor Relations  
Name and Title  
GES/Global Experience Specialist



Dated: May 5/2017

By \_\_\_\_\_  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Name and Title  
GES/Global Experience Specialists

Dated \_\_\_\_\_

By Michael E. Ert  
Name and Title  
Curtin Convention & Exposition Services, Inc.  
President

Dated 07 15 17.





## Attachment 15: Security Guard Services

(Admin code 21C.11)

COLLECTIVE BARGAINING AGREEMENT Between ABM Security Services, AlliedBarton Security Services, Cypress Security, G4S Secure Solutions (USA), Inc., Securitas Security Services USA, Inc., Universal Protection Services, Professional Technical Security Services, Inc., Guardsmark Security and Service Employees International Union, United Service Workers West (SEIU-USWW) Effective June 12, 2013 Through May 31, 2017



# **SAN FRANCISCO BAY AREA MASTER COLLECTIVE BARGAINING AGREEMENT**

**Between**

ABM Security Services  
AlliedBarton Security Services  
Cypress Security  
G4S Secure Solutions (USA) Inc.  
Securitas Security Services USA, Inc.  
Universal Protection Services  
Professional Technical Security Services, Inc.  
Guardsmark Security

**and**

Service Employees International Union,  
United Service Workers West  
(SEIU-USWW)

**Effective**

**June 12, 2013**

**Through**

**May 31, 2017**

<u>ARTICLE</u>	<u>TABLE OF CONTENTS</u>	<u>PAGE</u>
	PREAMBLE.....	3
1)	RECOGNITION.....	3-4
2)	UNION SECURITY.....	4-5
3)	NO DISCRIMINATION.....	5
4)	DISCIPLINE & DISCHARGE.....	5-7
5)	NO STRIKES/NO LOCKOUTS.....	7-8
6)	UNION REPRESENTATIVES.....	8-9
7)	TRAINING.....	9
8)	PROBATIONARY PERIOD.....	9-10
9)	SENIORITY.....	10-11
10)	JOB VACANCIES & CAREER ADVANCEMENT.....	11-12
11)	SCHEDULING.....	12
12)	WAGES.....	12-13
13)	WORKWEEK.....	13-15
14)	HOLIDAYS.....	15-16
15)	UNIFORMS.....	17
16)	FARES & TRAVEL.....	17-18
17)	VACATION.....	18-19
18)	SICK LEAVE.....	19-21
19)	HEALTH & WELFARE.....	21-23
20)	RETIREMENT.....	24
21)	PAY PERIODS.....	24
22)	BIDDING PROCEDURES & CONTRACTOR TRANSITION.....	24-28
23)	LEAVE OF ABSENCE.....	28
24)	GENERAL CONDITIONS/RULES.....	29
25)	GRIEVANCE & ARBITRATION PROCEDURE.....	29-33
26)	MOST FAVORED NATIONS.....	33-34
27)	MANAGEMENT RIGHTS.....	34-35
28)	WAIVER.....	36
29)	INDIVIDUAL LEGAL RIGHTS.....	36
30)	DURATION & TERMINATION.....	37
	APPENDIX A – Plan Description.....	38
	APPENDIX B – Site-Specific Collective Bargaining Agreements.....	39
	APPENDIX C – Holiday Dates.....	40

**PREAMBLE**

This Agreement is entered into effective June 12, 2013, between Service Employees International Union, United Service Workers West (SEIU-USWW) (successor to SEIU Local 24/7, hereinafter referred to as the “Union”) and the following Employers:

ABM Security Services	(hereinafter “ABM”)
AlliedBarton Security Services	(hereinafter “AlliedBarton”)
Cypress Security	(hereinafter “Cypress”)
G4S Secure Solutions (USA) Inc.	(hereinafter “G4S”)
Securitas Security Services USA, Inc.	(hereinafter “Securitas”)
Universal Protection Services	(hereinafter “Universal”)
Professional Technical Security Services, Inc.	(hereinafter “ProTech”)
Guardsmark Security	(hereinafter “Guardsmark”)

Other Employers may be added to this Preamble if (a) such Employers sign on to identical terms as provided in this Agreement, and (b) such Employers consent to the inclusion of their names in this Preamble.

In entering into this Agreement, the Union and the Employers recognize that the single greatest threat to their continued success is the proliferation of non-union competition in the security industry. As such, it is imperative that the Union and the Employers work together to preserve union jobs by supplying clients with the best possible security services. To this end, the Union and the Employers agree to resolve their problems through the procedures provided for in this contract and not by taking internal disputes to the customer for resolution. Only by cooperation and understanding each other’s needs and the realities of the market place, can both the Union and the Employers prosper. Other security Employers may become signatories to this Agreement during its term, provided it is understood that under no circumstances shall any Employer or group of Employers be considered a multi-Employer bargaining unit.

**ARTICLE 1**  
**RECOGNITION**

The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining of all employees employed by the Employer in the City and County of San Francisco, and in the counties of Alameda (excluding the cities of Hayward, Newark, Fremont, Union City) and Contra Costa, including within the San Francisco International Airport, as guards, watchmen, patrolmen, fire and patrol, and/or security officers; excluding all office employees and supervisory employees, as those terms have been defined under the National Labor Relations Act, as amended, provided existing non-Union accounts in Alameda, Contra Costa and within the San Francisco International Airport, shall not be subject to the terms of this Agreement until the termination of the contractual agreement with the client. If the Employer has accounts that are unionized as of January 1, 2013, in the cities of Hayward, Newark, Fremont or Union City, or in San Mateo County, said accounts will be covered by this Agreement. As of the effective date of this Agreement these additional covered accounts are AC Transit (all locations), Alameda County locations; Gilead Services, Foster City; Rigel, South San Francisco; Centennial Towers, Daly City.

Any accounts which were excluded from coverage under the previous Collective Bargaining Agreement shall remain excluded unless otherwise agreed between the Employer and the Union. As of the effective date of this Agreement these excluded accounts are United Parcel Service (all locations) and Alta Bates Summit Medical Center (all locations in Alameda County).

## **ARTICLE 2**

### **UNION SECURITY**

2.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, on the thirtieth day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment, become and remain members in good standing in the Union.

Membership in the Union shall be available to each employee on the same terms and conditions generally applicable to other members of the Union and shall not be denied or terminated for reasons other than the failure of such employee to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

The Employer shall make known to any new hire their obligations under this provision, and present such new hire at that time, union membership materials including a membership application and voluntary payroll deduction authorization.

2.2 On a monthly basis, the Employer shall notify the Union of new hires and terminations providing name, Social Security number, work location and known address and telephone number. The Employer will notify the Union of known changes of phone numbers. Upon written request by the Union to the Employer's local designated representative, the Employer shall send by electronic mail a list of employee's names, their phone numbers and work locations to a designated representative of the Union, not more often than every six (6) months. It is understood that this list will include all employees covered under this Agreement.

2.3 The Employer agrees to deduct from the payrolls all initiation fees and periodic dues as required by the Union and voluntary contributions to the Union's Committee on Political Education ("COPE") Fund, Property Services Civic Engagement (PSCE) Fund, American Dream Fund (ADF), or any other authorized Political Action Fund, upon presentation by the Union or the employee of individual authorizations as required by law, signed by the employees directing the Employer to make such deductions from the employee's pay period each month and remit same to Union.

The Employer shall remit such fees, dues and voluntary contributions to the Union by no later than the twentieth (20<sup>th</sup>) day of the calendar month following the calendar month in which such

deductions were made, together with a monthly list of the employees for whom it has deducted dues and on whose behalf it is remitting dues. The list shall include the first and last name of each employee, the total amount of dues which were deducted, and the Social Security number or other unique nine (9) digit employee identifier number associated with the individual employee.

All deduction authorization forms must be submitted to the Employer within six (6) months from the date the employee completed the form. The Employer will not process deduction authorization forms submitted in excess of six (6) months after their completion.

- 2.4 The Union will furnish the forms to be used for authorization. The Employer will furnish the Union with a duplicate copy of all signed authorizations, unless another procedure has been adopted.
- 2.5 The Union will completely defend and indemnify and hold the Employer free and harmless against any and all claims, damages, suits or other forms of liability whatsoever that shall arise out of or by reason of action taken by the Employer at the Union's request for the purpose of complying with any of the provisions of Article 2, including the Employer's termination of any employee for the failure to pay dues or an agency fee, including court costs and reasonable attorney fees. The Union shall have the right to select counsel to represent the Employer to contest, litigate, administer and/or settle any legal action with the Employer's consent, which shall not be unreasonably withheld.

### **ARTICLE 3**

#### **NO DISCRIMINATION**

The Union and the Employer agree they shall not discriminate in violation of federal or state law against any applicant or employee in hiring, promotions, assignments, suspensions, discharge, terms and conditions of employment, wages, training, recall or lay-off status, because of race, color, ancestry, religion, creed, national origin, age, sex, maternity status, sexual orientation, gender expression, veteran status, or against a qualified individual with a disability (defined by the Americans with Disabilities Act). No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

### **ARTICLE 4**

#### **DISCIPLINE AND DISCHARGE**

- 4.1 The Employer shall be free to discharge employees for refusal to obey lawful orders, in competency, misrepresentation, intoxication, or any just cause. An employee who has not completed his or her probationary period may be disciplined or discharged without just cause and without recourse to the Grievance and Arbitration procedure set forth in Article 25.
- 4.2 The Employer shall be free to discipline any employee who commits an infraction, which, while not being sufficient to constitute just cause for discharge, is sufficient to warrant some lesser disciplinary action. However, no employee who has completed the probationary period will be

discharged for offenses, which do not in and of themselves constitute just cause for discharge unless the employee has progressed through the discipline process and been given the opportunity to correct his/her behavior.

Warning notices shall be issued within ten (10) days after the Employer knew or should have known of the offense. A copy of the warning shall be sent to the Union. Each warning notice shall contain a place for the employee to sign to acknowledge receipt without admitting guilt.

Warning or disciplinary notices may not be considered as a part of the Employer's discipline process after twelve (12) months and shall be no longer valid for the purpose of discipline.

- 4.3 In addition to those circumstances mentioned elsewhere in this Agreement, just cause circumstances for discharge shall include, but not be limited to, unlawful use or unlawful possession of controlled substances, intoxication, insubordination, theft, excessive absenteeism, gross negligence, failure to comply with reasonable rules, policies or directives promulgated by the Employer and clearly communicated to the employee (where such failure to comply constitutes serious misconduct or creates a safety concern), use of unnecessary force or disrespectful treatment of a tenant; visitor or employee and inability or unwillingness to be trained to fulfill existing or modified security needs of the Employer, the building owner or its tenants. The Union further understands and agrees that the Employer provides an important service to its tenants of a personalized nature to fulfill their security needs, as those needs are perceived by the Employer, the building owner and the tenants. Accordingly, the provisions of this Section shall be implemented and interpreted by the parties and by an arbitrator in arbitration proceedings so as to give significant consideration to such needs.
- 4.4 The Employer will discharge any employee who is denied registration or whose registration is canceled by the Department of Consumer Affairs of the State of California or any other governmental agency.

Employees who have renewed their registration and document this with a receipt or similar proof by the end of the BSIS grace period, but have not yet received their new registration cards, shall not be denied work, subject to BSIS regulations.

Any employee, who by reason of the requirements of his job assignment must pass a test prescribed by any governmental agency or obtain a permit from any governmental agency and is not able to pass the test to obtain such a permit, shall be removed from the job. The employee will then be offered the first available job for which the employee is qualified that becomes available within the same dispatch area. If the employee refuses the first available job for which the employee is qualified and which is located in his/her geographic area, he/she may be permanently removed from the payroll. Discharge under this Article for failure to possess a license, except as limited above in this Section, shall be without recourse to the Grievance Procedure of Article 25.



- 4.5 The Employer will notify the Union at the time of termination of any employee under paragraphs 1 or 3 above.
- 4.6 The employee and the Union recognize that the customer is the ultimate consumer and ultimately controls the access of the employee, and the business of the Employer. When a security related incident occurs on a job site that is or can reasonably be construed as injurious to that customer, the employee, the Union, and the Employer will cooperate in every way in the investigation of the incident until the incident is resolved and/or the customer is satisfied that all reasonable avenues have been pursued to their completion. The Union will not impede any steps, which may assist the Employer in convincing the customer of the thoroughness and/or reliability of its investigation consistent with the Union's duty to provide fair and effective representation to its membership.
- 4.7 An employee who is directed to an investigatory interview, or a meeting in which the employee is questioned about a matter or conduct that may result in the imposition of discipline or discharge on that employee shall be afforded all rights as required by the National Labor Relations Act, as amended.

## **ARTICLE 5**

### **NO STRIKES/NO LOCKOUTS**

There shall be no strikes (including unfair labor practice and sympathy strikes), work stoppages, job action, distribution of literature regarding any labor dispute on the property of any client of the Employer or by an employee in uniform at any time, or lockouts, during the term of this Agreement. In the event of a strike by another labor group involving the client's property or operations, the employees will remain on the job for protection of life, limb, property, and maintenance of fire watch on the client's premises. They shall not be required to assume non-security type duties normally performed by striking employees.

Further, security employees shall not be subject to penalty of punishment by the Union for performances of assigned duties at any time. These duties are recognized as including the apprehension, identification and reporting of and giving evidence against any persons who perform or conduct themselves in violation of work rules or applicable laws while on Employer or the client's premises. Violation of the provisions of this Article will subject security employees to disciplinary action up to and including discharge. Such disciplinary action shall be subject to the grievance and arbitration procedure of this Agreement.

The Employer will reimburse a guard or patrolman for damages incurred to his personal property as a result of the performance of his assigned duties under strike conditions. In order to be eligible for such reimbursement, a guard or patrolman must:

- (a) Report to the Employer as soon as reasonably possible, in writing, all of the facts and circumstances regarding damages incurred;
- (b) Have exercised reasonable care for the safety of his personal property; and
- (c) Complied with the Employer's reasonable instructions regarding such property.

The Employer will be responsible to make payments under this paragraph only with respect to property which is damaged within the immediate area of the site of the employee's work. The Employer will have the option of paying to the employee either (a) the cost of repairing the damaged property, or (b) the value of the property prior to it being damaged, whichever is lower.

## **ARTICLE 6**

### **UNION REPRESENTATIVES**

6.1 Official representatives of the Union shall be allowed to visit the Employer's premises and offices, and to visit the employees on the job for the purpose of determining that this Agreement is being carried out, provided that there shall be no interference with the business of the Employer, there is no objection by the Employer's clients, and that the visit is conducted within the client's established access control procedures.

Any Union representative who wishes to visit or contact employees while on the job, shall notify in advance the Employer's management of his or her intention to do so prior to their anticipated arrival on the job site or the Employer's office, with forty-eight (48) hours notification by facsimile or electronic mail to the Employer's designated office and specify the specific property he or she intends to visit, provided that said forty-eight (48) hours notice shall be measured from the date and time that appears on the facsimile or electronic mail sent to the Employer. The Union must notify the Employer by electronic mail or fax. This rule shall not apply to areas in the building that are open to the general public.

6.2 The Union may inspect dispatch sheets weekly. The Union will give the Employer at least two (2) business days notice prior to inspecting such dispatch sheets.

6.3 The Employer may permit the posting of Union bulletins at the Employer's premises and sites in designated areas, provided such bulletins do not disparage the Employer or the client.

6.4 Union Stewards, or Alternate Stewards in their absence, shall have reasonable freedom to perform their duties during nonworking time so long as it does not interfere with the performance of any employee's security duties, provided that on giving the Employer notice, the steward shall be entitled to remain on a client's premises to perform their Union-related duties during their nonworking times.

The Employer shall recognize Union Stewards provided the Union notifies the Employer of their selection as stated below. Stewards shall be selected by the Union. The Union shall notify the Employer in writing of the names of all Stewards at the time of selection. Any change in Union Stewards will also be communicated in writing to the Employer. Stewards are authorized to meet with the Employer's branch management on an unpaid basis, should he or she desire to meet with the Steward, for the purpose of disposing of problems on an informal basis at job sites so long as it does not interfere with the performance of the Steward's security duties.

6.5 The Union may request and obtain the release of employees selected for official Union business (e.g., training programs, union conference/convention, etc.) on an unpaid basis provided at least two (2) weeks advance notification in writing is given to the Employer. In addition, the Union may designate members to be released without pay for representation/organizing matters, with at least five (5) business days advance notice when possible. No more than one (1) employee per every forty (40) employees or a minimum of one (1) Union steward per Employer will be requested for release from their scheduled work time. Such leave will be granted for the period required to fully carry out said business provided such leave does not exceed fifteen (15) working days per calendar year unless the Employer consents to additional time off for the affected employee(s). Reasonable time off to participate in local collective bargaining negotiation meetings involving the employee's Employer will not be restricted, unless for emergency situations. During all such leaves provided for in this Article, seniority shall continue to accumulate and accrue.

## **ARTICLE 7**

### **TRAINING**

- 7.1 Representatives of the Union and Employers signatory to this Agreement shall meet and confer to establish a joint labor and management industry undertaking to develop an organized planned system of training and accreditation, identifying clients' needs, surveying security practices and developing a measurable qualifications program.
- 7.2 Employees shall be paid at a straight-time training rate, or straight time post rate if they have started their assignment, for all training required by the Employer or mandated by law. Any work (including mandatory training hours) if over eight (8) hours in a workday or forty (40) hours in a workweek shall be paid at time-and-one-half (1½).
- 7.3 As of the effective date of this agreement, the straight-time rate will be the higher of \$10.00 per hour or the wage rate required by law (Federal, State or Local) for pre-assignment training.

## **ARTICLE 8**

### **PROBATIONARY PERIOD**

- 8.1 An employee shall be employed on a probationary period for ninety (90) days from the date of employment. At the sole discretion of the Employer, the employee may be terminated during this period without recourse to the Grievance Procedure by the employee. After ninety (90) days, the employee is considered a regular employee and will be placed on the seniority list dating from the date of employment.
- 8.2 The ninety (90) calendar day limitation will not apply to an employee if it is found that the information given in the application for employment is false or materially incomplete. He may be terminated without recourse to the Grievance Procedure set forth in Article 25, except on the issue of whether the application is false or materially incomplete. If the arbitrator finds that the application is false or materially incomplete, the discharge will be sustained.

- 8.3 Unexcused absence during the probationary period will not be counted toward the completion of the probationary period.

**ARTICLE 9**  
**SENIORITY**

- 9.1 Seniority shall be defined as an employee's length of service measured from his or her most recent date of hire with the Employer. An employee's seniority shall not be affected by a change of ownership, management, or Employer at his/her worksite, or if he or she is transferred to another location covered by this Agreement. In the event of a dispute raised by an employee regarding his/her seniority date, if different from the date of hire with the Employer or the date of hire provided by a predecessor Employer in a contractor transition, the burden of establishing a different date shall be on the employee and based on credible documented proof.
- 9.2 An employee shall not have seniority during the first ninety (90) calendar days of employment, which shall be considered a Probationary period. During this time, the Employer may discharge the employee, who shall have no recourse to the grievance-arbitration procedure. Upon completion of the Probationary period, an employee's seniority will revert to his or her original date of hire.
- 9.3 The Employer shall maintain at its office a seniority list showing employees' dates of hire. Seniority lists shall be made current as of March 1<sup>st</sup> and September 1<sup>st</sup> each year, and shall be furnished to the Union upon request.
- 9.4 Nothing contained in this Agreement shall be deemed to restrict the Employer's right to temporarily or permanently assign an employee to or among other buildings covered by collective bargaining agreements with the Union to which the same Employer is signatory; provided, that temporary assignments (not to exceed sixty (60) calendar days) shall have no effect upon the employee's seniority, and the employee shall, during the period of such temporary assignments, continue to retain and accrue seniority, wages and benefit eligibility as if they had not been temporarily assigned; provided further, that permanently reassigned employees shall, upon reassignment, be credited with all accumulated seniority and receive the wage rates and benefit eligibility in effect at the new building location and shall in addition continue to retain and accrue seniority at their new building location as if they had started work at said location.
- 9.5 Seniority shall be broken by any of the following events:
- (a) Resignation, retirement, or voluntary termination;
  - (b) Just-cause discharge;
  - (c) Voluntary promotion into any non-bargaining unit position;
  - (d) Layoff exceeding one hundred eighty (180) days;
  - (e) Inactive employment for any reason exceeding one (1) year or one's length of seniority, whichever is less;

- (f) Failure to report within seven (7) calendar days from the date a recall notice is mailed to the employee's most recent address appearing on the Employer's records, unless prior written notice is received by the Employer;
- (g) Failure to return to work after any leave within seven (7) calendar days after a scheduled date for return unless prior written notice is received by the Employer.

9.6 Assignments, promotions, layoffs; and recalls (including placements in new assignments following Client removals made pursuant to Article 27 Section 4) shall be determined on the basis of seniority provided in the opinion of the Employer, the employee is qualified, suitable and available to work. Seniority shall be determinative when all other job-related factors are equal. The Employer's sole discretion shall be determinative in making such decisions, and such shall not be unreasonably exercised.

9.7 A laid-off employee shall not be permitted to bump a less senior employee at another location/site, but shall be permitted to obtain a vacant position at another location/site consistent with the provisions of Section 9.6, above. If there are no such vacant positions, the employee shall be permitted to exercise his or her seniority for a position which becomes available, consistent with Section 9.6. The Employer will give first consideration to filling vacancies to employees on a recall list.

## **ARTICLE 10**

### **JOB VACANCIES AND CAREER ADVANCEMENT**

10.1 The Employer shall maintain a current posting of permanent job openings in the dispatch office of each branch showing all openings in the locations covered by this Agreement, and shall provide, upon written request by the Union, a copy of this posting or otherwise make it available electronically to the Union. The posting shall be placed in a location that is accessible to all employees.

The Employer shall also maintain a Job Advancement list in the dispatch office of each branch and shall provide a copy of the appropriate updated list to the Union electronically upon written request by the Union. An employee who desires to change site location, work assignment or shift shall put his/her name on this list indicating his/her desired shift, work assignment, location or geographic area, and/or wage rate, as appropriate.

When a permanent position arises at a location covered under this Agreement, the Employer shall offer the position to employees on the Job Advancement list in order of seniority whose requests match the vacant position, and who are qualified and available.

An employee who is placed in a permanent position pursuant to this procedure shall be listed on the next updated Job Advancement list with the information on his/her placement, and shall be removed from the following updated list.

10.2 In the event a promotional opportunity arises at the job site, in deciding on the employee to be promoted, all employees steadily employed at the job site will be considered along with other persons, with respect to the following factors:

- (a) Seniority;
- (b) Qualifications;
- (c) Availability;
- (d) Prior work record;
- (e) Leadership skills; if required and,
- (f) Supervisory skills, as required.

Where all factors other than seniority are equal, an employee with the greatest seniority employed on the job site shall be selected over all others.

**ARTICLE 11**  
**SCHEDULING**

The Employer shall be responsible for assigning personnel to jobs. All personnel assignments and reassignments will be determined solely by the Employer taking into consideration Article 10 - Job Vacancies and Career Advancement.

**ARTICLE 12**  
**WAGES**

12.1 **San Francisco**

12.1(a) The minimum hourly wage rates for security officers shall be as follows:

1 <sup>st</sup> pay period after 6/12/13	1/1/2014	1/1/2015	1/1/2016	1/1/2017
\$14.00	\$14.00	\$14.00	\$14.00	\$14.25

12.1(b) The hourly wage rates of security officers shall be increased as follows:

1 <sup>st</sup> pay period after 6/12/13	1/1/2014	1/1/2015	1/1/2016
\$0.50	\$0.50	\$0.35	\$0.30

12.2 **Tier One - East Bay Areas Covered by this Agreement**

12.2(a) The minimum hourly wage rates for security officers shall be as follows:

1 <sup>st</sup> pay period after 6/12/13	1/1/2014	1/1/2015	1/1/2016	1/1/2017
\$13.00	\$13.00	\$13.00	\$13.00	\$13.25

12.2(b) The hourly wage rates of security officers shall be increased as follows:

1 <sup>st</sup> pay period after 6/12/13	1/1/2014	1/1/2015	1/1/2016
\$0.50	\$0.45	\$0.30	\$0.25

12.3 **Tier Two - East Bay Areas Covered by this Agreement**

12.3(a) The minimum hourly wage rates for security officers shall be as follows:

1 <sup>st</sup> pay period after 6/12/13	<u>1/1/2014</u>	<u>1/1/2015</u>	<u>1/1/2016</u>	<u>1/1/2017</u>
\$11.00	\$11.00	\$11.00	\$11.00	\$11.25

12.3(b) The hourly wage rates of security officers shall be increased as follows:

1 <sup>st</sup> pay period after 6/12/13	<u>1/1/2014</u>	<u>1/1/2015</u>	<u>1/1/2016</u>
\$0.30	\$0.25	\$0.25	\$0.25

12.4 “Tier One” as used in this Article shall be defined as multi-tenant commercial office buildings or office complexes of 250,000 net rentable square feet or greater, located in the East Bay areas covered by this Agreement.

12.5 Any federal, state, county or city statute, ordinance or regulation that provides for a higher hourly wage rate than provided for herein shall supersede the wage rates set forth in this Article and shall provide the exclusive standard for determining a security officer’s hourly wage rate and raises.

12.6 A Employer may, at its discretion, grant a discretionary increase in the wage rates set forth in this Article 12 in the calendar year preceding the date on which the increase becomes due, and if it does, the Employer may require that such an increase count toward the next scheduled increase as set forth and required by this Article 12.

However, prior to granting any such discretionary increase as stated above, the Employer will advise such employees of the above condition and the employee may elect to take the discretionary increase or decline such an increase and wait for the contractual increase to be granted.

12.7 Involuntary transfers and assignments shall not result in the reduction of an employee’s wages, except that the foregoing shall not apply in the following circumstances: harassment allegations or serious personality conflicts, disciplinary or similar situations that meet the just cause requirements of Article 4. Removal by client request shall be subject to the provisions of 27.4

**ARTICLE 13**  
**WORKWEEK**

13.1 Forty (40) hours shall constitute a normal workweek, but there is no guarantee of hours. All time worked in excess of forty (40) hours per workweek shall be paid at one and one-half (1½) times the employee’s regular hourly rate of pay. All time worked in excess of twelve (12) consecutive hours in a workday shall be paid at two (2) times the employee’s regular hourly rate.

- 13.2 All time worked in excess of eight (8) hours per work day in a fifteen (15) hour period shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay, if and as permitted by law.
- 13.3 Work assignments, whenever possible, shall be made so that an employee will have a sixteen (16) hour rest period within any twenty-four (24) hour work period. The Employer shall, to the extent practicable, use its best efforts to avoid the situation of an employee working more than twelve (12) consecutive hours.
- 13.4 The Employer may change the regular schedule of its employees at any time for any reason not limited to employee call-offs, schedule changes, vacations, illness and other situations. The Employer will make a reasonable effort to provide the employee with reasonable notice of any schedule change whether permanent or temporary.
- 13.5 When an employee is working in an emergency situation where the period exceeds twelve (12) hours, and the employee has made an effort to notify the Employer of the situation, the Employer will make a reasonable effort to arrange for the employee to eat after twelve (12) hours and every six (6) consecutive hours thereafter. If the Employer fails to provide a meal, the employee shall be paid in lieu thereof fifteen dollars (\$15.00) per meal in the next pay period.
- 13.6 Each full-time employee shall be entitled to a fifteen (15) minute rest break for each four (4) hours worked, or major fraction thereof, provided that if the Employer has previously specified relief time in excess of that provided herein, such additional relief time shall continue to be provided to security employees who are employed by the Employer who were as of the date of this agreement receiving such additional specified relief time. Employers which comply with this provision shall be deemed to have complied with and satisfied the provisions of California law with respect to rest periods. An employee who did not receive a rest break must indicate such on his or her time card or Daily Activity Report for that week and initial such in the box indicating such, otherwise the Employer may assume that the employee received all rest breaks as required by law. Disputes regarding rest breaks shall be resolved in accordance with Article 25 (Grievance and Arbitration Procedure), and the grievance shall be filed within the time allowed by law, provided that after exhausting said Grievance and Arbitration Procedure, the employee may then utilize other available legal means.
- 13.7 No employee may work for a work period of more than five (5) hours without a meal period of not less than thirty (30) minutes, except that when a work period of not more than six (6) hours will complete the day's work, the meal period may be waived by mutual consent of Employer and employee. Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period may be considered an "on duty" meal period, and shall be counted as time worked and paid at the employee's regular wage rate. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when an on-the-job paid meal period is agreed to in a written agreement between the



Employer and employee. The parties agree that the nature of the work performed by a security officer may prevent him or her from being relieved of all duties necessitating an on-the-job paid meal period. An employee who did not receive a meal period must indicate such on his or her time card or Daily Activity Report for that week and initial such in the box indicating such, otherwise the Employer may assume that the employee received all meal periods as required by law and this collective bargaining agreement. Disputes regarding meal periods shall be resolved in accordance with Article 25 (Grievance and Arbitration Procedure), and the grievance shall be filed within the time allowed by law, provided that after exhausting said Grievance and Arbitration Procedure, the employee may then utilize other available legal means.

### 13.8 Reporting Time Pay

Each workday an employee is required to report to work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the Minimum Wage.

If an employee is required to report to work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall not be less than the Minimum Wage.

The foregoing reporting time pay provisions are not applicable when:

1. Operations cannot commence or continue due to threats to employees or property, or when recommended by civil authorities; or
2. Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system; or
3. The interruption of work is caused by an Act of God or other cause not within the Employer's control.

## **ARTICLE 14**

### **HOLIDAYS**

14.1 The following eight (8) holidays shall be recognized for all employees on the days on which they are legally observed:

New Year's Day	July 4 <sup>th</sup>
Martin Luther King, Jr. Day	Labor Day
Presidents' Day	Thanksgiving Day
Memorial Day	Christmas Day

If a work location observes a listed holiday on a day other than the holiday listed above, affected employees who lose work hours due to the work location being closed on the other day shall receive eight (8) hours straight-time pay. In no case will Holiday benefits be recognized for two different days in any single work location.

- 14.2 Work performed on any holiday enumerated in paragraph 1 above, shall be paid for at one and one-half (1½) times the basic hourly rate. All work on such holidays in excess of eight (8) hours shall be paid at two (2) times the basic hourly rate. Holiday pay at premium rates will be paid for hours worked within the twenty-four (24) hour calendar day of the holiday.
- 14.3 For purposes of the holidays listed in paragraph 1, all officers who are regularly scheduled to work that day of the week, but do not work due to their regular work location being closed, will be paid eight (8) hours regular straight-time pay.
- 14.4 In order to qualify for holiday pay, employees must work their last regularly scheduled shifts before the holiday and their next regularly scheduled shifts following the holiday, provided, that employees who are absent on one (1) or more such days due to approved vacation or sick leave shall be entitled to holiday pay, and provided further, that employees who are absent on one or both of such days due to FMLA leave, or medical leave or personal leave previously approved by the Employer, shall be entitled to receive holiday pay only upon their return to active employment.
- 14.5 Employees scheduled to work on a holiday who do not report for work and fail to call in prior to their starting time shall not be eligible to receive holiday pay. Any employee who takes an extra day off in connection with the holidays provided for in this Article for reasons not justified, shall be subject to progressive discipline by the Employer.
- 14.6 On state and national general election days, the work shall be arranged so as to allow the employees time to vote without loss of pay.
- 14.7 The Employer will make every effort to schedule work for any full-time employee who requests it, whose regular shift is cancelled on a holiday.
- 14.8 The first eight (8) hours of work performed at the holiday overtime rate shall be considered straight time in determining when overtime shall become payable under the Fair Labor Standards Act. Payment of overtime for holidays worked shall not relieve the Employer from payment of overtime for hours worked in excess of forty (40) hours a week or eight (8) hours a shift as provided in Article 12. There shall be no pyramiding of premium or overtime pay for the same hours worked.
- 14.9 See Appendix C for the legally observed dates of the listed holidays during the term of this Agreement.

## **ARTICLE 15**

### **UNIFORMS**

- 15.1 All uniforms and equipment as required shall be furnished by the Employer without cost to the employee. The Employer will determine its own requirements as to uniform and those items specifically required by the Employer will be furnished by it.
- 15.2 The Union recognizes that such uniforms are a cost to the Employer and must be returned at time of termination. The mechanics of withholding a deposit or retainer by the Employer are at the Employer's and employee's mutual agreement, the sum not to exceed one-hundred twenty-five dollars (\$125.00) for all employees.
- 15.3 Where special equipment such as firearms is supplied, a deposit may be required of the employee. The amount of such deposit shall be negotiated by the Employer and the Union. Uniform deposits shall be returned to the employee upon termination, provided that such uniforms, apparel, and equipment are returned in reasonable condition (reasonable wear and tear accepted).
- 15.4 The employee shall have an obligation to purchase and wear black socks, shiny black shoes (unless exempted from the shine requirement by the Employer because of the nature of site of work), and a black belt.
- 15.5 Uniformed employees shall be paid a uniform maintenance allowance of two dollars (\$2.00) per day worked unless the Employer or the client provides cleaning for the uniform. If a Employer presently provides uniform maintenance reimbursement as part of an employee's hourly wage rate, it shall separate such reimbursement payment from the hourly wage rate and show the apportionment on the employee's check stub. In its sole discretion, a Employer may pay a uniform maintenance allowance of more than two dollars (\$2.00) per day worked.

## **ARTICLE 16**

### **FARES & TRAVEL**

- 16.1 A reporting allowance shall be paid by the Employer in accordance with the following:
- (a) During work hours, employees will not be required to use their personally owned vehicle for any reason at any time.
  - (b) An employee residing in the City and County of San Francisco will not be compelled to accept work assignments outside of the city and county of San Francisco.
  - (c) When an employee voluntarily accepts a special assignment outside of the city and county of San Francisco, the employee shall be paid IRS Rate per mile plus tolls required to reach such assignments from the normal assigned location or the appropriate reimbursement for the transportation chosen by the employee.
- 16.2 All employees will be reimbursed for telephone calls made regarding customer or operations business matters provided a written request for reimbursement, along with supporting

documentation, is submitted timely to the Employer in accordance with its policies. Telephone calls seeking work, assignments, or personal matters shall not be reimbursed.

- 16.3 An employee who is required to move from location to location in the course of performing a shift's work assignment shall be paid at the employee's applicable straight time or overtime rate, if applicable, for all time spent in traveling between such locations.

## **ARTICLE 17**

### **VACATION**

- 17.1 For purposes of this Article, the following definitions shall apply:
- (a) Anniversary date is the first day worked by an employee for the Employer with respect to his or her most recent period of employment, as defined in Article 9, Seniority.
  - (b) Continuous service is a period of uninterrupted or broken service starting from an employee's anniversary date and ending with the last day worked. Continuous service shall be interrupted or broken by any of the following:
    - (i) An event which would cause a break in an employee's seniority; or
    - (ii) Failure of an employee who has not been laid-off or is not on authorized leave of absence to perform work for thirty (30) days when work is available.
- 17.2 Vacations will be paid at the employee's regular straight-time hourly rate at the employee's most recent anniversary date.
- 17.3 Upon completion of one (1) year continuous service of at least one thousand six hundred (1600) working hours, an employee shall be entitled to five (5) days (i.e., 40 hours) vacation pay. Each regular employee who has continuous service with the Employer and who qualified for his or her full vacation each year, will be covered by the following schedule of maximum vacations:
- 1 year continuous service - 5 days (40 hours)
  - 3 years continuous service - 10 days (80 hours)
  - 6 years continuous service - 15 days (120 hours)
  - 15 years continuous service - 20 days (160 hours)
- 17.4 An employee must satisfy both the continuous service and the hour requirements to qualify for a vacation, whether full or partial. Qualifications for full vacation are both one (1) year of continuous service and a minimum of one thousand six hundred (1600) working hours in such period of continuous service.
- 17.5 Partial vacations will be paid to those who meet the hours and service requirements stated herein, either upon termination or upon their anniversary date. Partial vacation shall be a half vacation. No other partial vacation shall be paid in any circumstances. The requirements for partial vacation are six (6) months or more of continuous service and eight hundred (800) or more hours within the period described above. No partial vacation will be due during the employee's first year of employment. An employee who has not held six (6) months of

continuous service or eight hundred (800) hours in his or her latest period will not be entitled to or vested with a vacation. Partial vacations shall be paid at ½ of the scheduled level reached at the employee's last anniversary date.

- 17.6 Selection and preference as to time of taking vacations shall be granted to employees on the basis of seniority, except that a building may depart from seniority in vacation scheduling where it is required in order to maintain normal operations of the building, in which event the Union shall be notified as soon as possible of the departure from seniority.
- 17.7 Employees required to work on scheduled vacation day(s) shall be paid for hours worked on such day(s) at one and one-half (1½) times their regular hourly rate in addition to vacation pay, provided, however, that the foregoing shall not apply if the Employer and employee agree to reschedule the previously scheduled vacation day(s).
- 17.8 Any employee who has been in the service of an Employer for more than one (1) year and whose employment is terminated for any reason, shall be paid vacation on a pro rata basis, unless a deduction is allowed by law.
- 17.9 Employees will be paid vacation in accordance with the Employer's normal payroll procedures. An employee may accrue up to a maximum of 160 vacation hours at any time, but upon an employee reaching 160 vacation hours, the Employer will cash out forty (40) of the employee's accrued vacation hours. In addition, the Employer and the affected employee may mutually agree to a cash out payment of his or her accrued vacation.

**ARTICLE 18**  
**SICK LEAVE**

- 18.1 A security officer employed within the geographic boundaries of the City of San Francisco shall accrue and become entitled to paid sick leave at the rate of up to eight (8) hours per sick day in accordance with Sections 12W.1. through 12W.16. of the San Francisco Administrative Code (the Sick Leave Ordinance), provided that Sections 12W.4. (c), 12W.4. (d) and 12W.8. of said Code are expressly waived in accordance with Section 12W.9. permitting waiver through collective bargaining, and shall be replaced in their entirety, respectively, with the following provisions:
- (a) An eligible security officer must give reasonable notification to his or her supervisor, which shall be defined as at least four (4) hours prior to his or her scheduled starting time, of an absence from work for which paid sick leave is or will be used,
  - (b) Sick leave is applicable only in cases of bona fide illness or injury covered by a doctor's certification or, in the Employer's discretion, other reasonable measures to verify or document that an employee's use of paid sick leave is permissible, and
  - (c) Any and all disputes regarding sick leave shall be resolved exclusively through, and in accordance with, Article 25 (Grievance and Arbitration Procedure) of this Agreement.

- 18.2 A security officer who is not employed within the geographic boundaries of the City of San Francisco shall accrue and become entitled to paid sick leave in accordance with this Section of this Article. An employee who has completed at least one (1) year of employment with the Employer shall become eligible to accrue paid sick leave at the rate of four (4) sick leave days per every year worked with the Employer for use due to a bona fide illness or injury as provided for herein. Effective January 1, 2016, employees who have completed at least five (5) years of seniority shall be entitled to five (5) sick leave days per year.
- 18.3 To receive paid sick leave, an eligible employee must notify his or her supervisor of his or her inability to report to work as scheduled at least four (4) hours prior to his or her scheduled starting time.
- 18.4 Sick leave shall be paid at the rate of eight (8) hours per sick day.
- 18.5 Sick leave may be accrued up to a maximum of four (4) sick days. Effective January 1, 2016, employees with five (5) years of seniority will be entitled to five (5) days of accrual.
- 18.6 Sick leave will be provided to supplement either State Disability benefits or Workers' Compensation benefits and will be paid as follows:
- i) Eligible employees entitled to State Disability benefits or Workers' Compensation shall have weekly benefits, for the two hundred twenty (220) hours prescribed, supplemented by their Employer to an amount equal to one hundred percent (100%) of their normal straight-time earnings, less any statutory deductions. The two hundred twenty (220) hours shall refer only to the maximum amount of time off under the sick leave provision; it shall not be construed as referring to the total amount of payment to which an employee is entitled where either State Disability benefits or Workers' Compensation is paid.
  - ii) Eligible employees are all employees with a minimum of one (1) year continuous service and with a minimum of one thousand six hundred (1,600) working hours during the previous anniversary year, are entitled to two hundred twenty (220) hours of sick leave per year. In no event is an employee entitled to take more than two hundred twenty (220) hours, (27.5) days off per year under this sick leave provision.
  - iii) Sick leave is applicable only in cases of bona fide illness or occupational injury covered by a doctor's certification. Sick leave will not be cumulative from one year to the next. Sick leave will not be paid if not taken for reasons of bona fide sickness or injury.
- 18.7 Bereavement Leave:  
In the event of a death in the immediate family of an employee covered by this Agreement, who has at least ninety (90) days of service with his or her Employer, he or she shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed a total of three (3) regularly scheduled working days per twelve (12) month period measured from the employee's anniversary date. This provision does not apply if death occurs during the employee's paid vacation, or while the employee is on leave of absence,

layoff or sick leave. For the purpose of this provision, the immediate family shall be restricted to Father, Mother, Brother, Sister, Spouse, Child, Grandchild, Mother-in-Law, Father-in-Law, Legal Guardian, Domestic Partner, legal parent of Domestic Partner, Uncle, Aunt, Nephew, Niece, Grandmother, and Grandfather. At the request of the Employer, the employees shall furnish a death certificate and proof of relationship. Bereavement leave applies only in instances in which the employee attends the funeral or is required to make funeral arrangements, but is not applicable for other purposes, such as settling the estate of the deceased.

**ARTICLE 19**  
**HEALTH & WELFARE**

19.1 On the first day of the calendar month after a full time security officer has completed ninety (90) days of employment, he or she shall become eligible for health and welfare insurance coverage as provided below. The Employer shall maintain its current definition of full-time until required to change its plan pursuant to this Article or as required by law, if earlier, at which time monthly eligibility shall be based on full-time status as defined by the Patient Protection and Affordable Care Act (PPACA) (30 hours worked or paid per week / 130 hours worked or paid per month, with “look back” provisions).

19.2 **San Francisco and East Bay Tier One**

- (a) The Employer shall continue the current Health & Welfare provisions through December 31, 2015.
- (b) **Re-Opener for San Francisco and East Bay Tier One** - Starting June 1, 2015 the parties shall re-open this Agreement for the sole purpose of negotiating over possible alternative options for providing health care for the duration of this Agreement starting January 1, 2016. The Employer agrees that any option will be a \$500 deductible plan with other coverage levels no less than what is currently in place effective January 1, 2016. The reopener shall include discussion of potential Trust Fund options to provide the benefits specified in this Section, and all other options available related to the subject of the reopener mentioned above.

19.3 **San Francisco and East Bay Tier One Locations**

- (a) FULLY-PAID EMPLOYEE ONLY MEDICAL COVERAGE  
For an eligible full time security officer who is employed within the geographical boundaries of the City of San Francisco or in an East Bay Tier One location as defined in Section 12.4, the Employer will provide fully-paid Employee-only Kaiser plan health and welfare insurance.
- (b) FAMILY/DEPENDENT MEDICAL COVERAGE  
For an eligible full time security officer who is employed within the geographical boundaries within the City of San Francisco or in an East Bay Tier One location as defined

in Section 12.4, and qualifies for Family/Dependent coverage as specified below, the Employer shall pay all premium costs in excess of the following maximum monthly employee co-payments during the term of this Agreement.

**Effective 1/1/2013**

Employee + 1	\$125.00
Employee + Family	\$225.00

To be eligible for this Family/Dependent coverage, the security officer must sign appropriate forms electing such coverage.

Any changes from an Employee-only plan to an “Employee Plus One” or “Employee Plus Two or More” may only take place during established open enrollment periods or upon a Qualifying Event (marriage, birth of a child, death of dependent, child reaching age 27, etc.), in addition to the first ninety (90) days after the date on which each Employer executes this Agreement.

Eligibility for Employer-paid dependent coverage shall be based upon seniority as defined in this Agreement, as follows: San Francisco and East Bay Tier One - Three (3) Years.

19.4 **East Bay Tier Two** – The Employer shall continue the current Health & Welfare provisions through December 31, 2013.

(a) Effective the later of (i) January 1, 2014 or (ii) the renewal in 2014 of any plan that was in effect as of December 27, 2012, the Employer will offer East Bay Tier Two the existing \$1000 Kaiser DHMO plan design and elements, for which the Employer will pay eighty percent (80%) of the cost for Employee Only coverage. Effective January 1, 2016 the Employer will pay ninety percent (90%) of the cost for Employee Only coverage.

(b) Any Employer which is already paying 100% of the Kaiser \$1000 DHMO Plan for Employee Only coverage in East Bay Tier Two locations shall continue that practice.

19.5 **Plan Elements** – The elements of the Kaiser plan to be offered by the Employer are set forth in the attached Appendix A subject to changes by the insurance underwriter. Such insurance may be provided through Kaiser or through a broker selected by an individual signatory Employer. See description of Kaiser \$1000 DHMO Plan in Appendix A.

19.6 **Plan Portability** - If security service for a site, facility or location is transferred from one signatory Employer to this Agreement to another signatory Employer to this Agreement, an eligible employee who is offered and accepts employment with the new signatory Employer will not be responsible for paying any insurance deductible beyond the yearly required deductible. Any deductible cost(s) beyond the employee’s annual responsibility which is caused by any such change of employment, as referenced above, will be the responsibility of the signatory



Employer who assumes the contract for said work. The foregoing provisions shall apply only to situations where the security service contract changes hands between signatory Employers, and shall not apply to other types of employment terminations where an employee subsequently becomes employed by a different signatory Employer (e.g. voluntary resignation, termination from employment, etc.). Employees will be responsible for providing receipts regarding any deductible paid and completing any necessary authorization forms which the Employer may need to obtain any employee information regarding deductibles paid and employees shall be reimbursed for such deductibles as soon as possible and no more than thirty (30) calendar days of providing receipts.

- 19.7 The Employer shall not change the employee's schedule by reducing the hours on which the employee works solely for the purpose that the Employer avoids its obligation under this Agreement or an attachment to this Agreement to make contributions for health benefits for such employees, nor shall the Employer change the structure of scheduled hours on any account/site solely for the purpose of limiting or reducing health care eligibility. If the Employer intends to reduce the overall number of hours regularly to an existing client account because of a change in client specification, to the greatest extent possible, the Employer shall implement such reduction in a manner that would avoid reducing the Employer's obligation to make contributions for health benefits for employees assigned to such account, consistent with the seniority provisions of this Agreement.
- 19.8 Nothing herein shall limit the right of the Employer to make any and all changes it deems necessary in its sole discretion to insure the insurance it provides pursuant to this Agreement complies with the Affordable Care Act, and other state, federal or local insurance and/or health care reform legislation, to avoid being subject to fees (including but not limited to the employer shared responsibility assessable payment), fines, taxes or penalties, including, but not limited to, taxes/fees because employees are eligible to obtain subsidized or discounted insurance through an insurance exchange; or to avoid the coverage being subject to "Cadillac" taxes (a.k.a. the excise tax on high cost employer-sponsored health coverage). The Employer will provide notice to the union of any such changes and, if the change has a negative impact on the employees, the Employer will bargain with the Union over the effects of the change.
- 19.9 DENTAL AND VISION BENEFITS - The Employer shall continue to offer the same Dental and Vision benefit plans currently in effect.
- 19.10 Remittance of employee portion of monthly insurance cost shall be a condition of coverage. An employee shall sign appropriate documentation permitting deduction of employee portion of Health and Welfare cost from wages, if any.
- 19.11 IRS Code 125. When possible the Employer agrees to implement IRS Code 125 upon effectuating this Agreement. This allows employees to set aside a portion of their compensation before taxes to make contributions toward the cost of health insurance.

**ARTICLE 20**  
**RETIREMENT**

The Employer shall continue the retirement policies and procedures.

**ARTICLE 21**  
**PAY PERIODS**

- 21.1 Under this Agreement, employees shall be paid not later than seven (7) days following completion of each pay period. All payments issued to employees must specifically state by date the period covered by such payments.
- 21.2 The Employer may require that an Employee's check be electronically deposited at the Employee's designated bank, or that other improved technological methods of payment be used, provided there is no additional cost to the employee to initially access the funds due to the use of such payment method. If the Employer requires such alternate method of payment, the employees shall at all times be free to elect payment by electronic direct deposit, or the other methods of payment offered by the Employer. The Employer may permit, or on an occasional basis only for purposes of audit or payroll verification may require, that the employee pick the paycheck up at the office of the Employer.
- 21.3 The Employer will cause a separate payment to be made on any verified pay discrepancy exceeding \$25, after the employee notifies the Employer's accounting department by completing and submitting the Employer's Payroll Discrepancy form. The payment shall be made available by no later than three (3) days, excluding Saturdays, Sundays and holidays, but if not, the Union or the employee may bring the matter to the attention of the responsible manager by submitting such in writing to him or her.

**ARTICLE 22**  
**BIDDING PROCEDURES AND CONTRACTOR TRANSITION**

**22.1 Retention of Existing Employees**

Whenever the Employer bids or takes over the servicing of any job location, building or establishment covered by this Agreement, the Employer agrees to retain all permanent employees at the job location, building or establishment, including those who might be on vacation or off work because of illness, injury or authorized leaves of absence, provided that employment will be offered to those employees who satisfy the hiring and employment standards of the Employer; however upon request by the Union, the Employer shall notify the Union of the reason why it is not hiring a permanent employee at the site.

The Employer will recognize the seniority of the employees who are employed by it as continuous, regardless of change in Employers, for the purposes of determining seniority and eligibility for sick leave, vacation, or other benefits. The outgoing Employer will be responsible to pay all wages and vacation accrued for each employee to the date of the takeover. In the event of a change of Employers during a calendar month, the Employer servicing the affected location as of the first day of the month shall be responsible for required Health and Welfare payments based upon the hours of that calendar month.

Subject to operational needs and with the Employer's approval, the incoming Employer shall permit an employee, upon two (2) weeks' notice, to take unpaid leave equal to the pro rata accrued vacation time that the outgoing Employer paid to the employee, upon proof by the employee that such vacation was paid out or was required to be paid out by the predecessor Employer.

#### 22.2 **Client Request for Removal**

If a customer demands that the incoming Employer remove an employee from continued employment at the location, the Employer shall have the right to comply with such demand and not offer that employee employment, then the outgoing Employer will place such employee pursuant to Article 27 Section 4 below. All other provisions specified in Section 27.4 shall apply in this circumstance.

When an incumbent Officer is not hired by the incoming Employer (e.g. because of client demand during the contractor transition process), and the outgoing Employer is unable to place the Officer in a comparable position, the employee will be considered as laid off and placed on the layoff list of the outgoing Employer.

#### 22.3 **No Restrictions on Employment**

Neither party will enter into any verbal or written agreement by which any employee covered by this Agreement is restrained from engaging in a lawful profession, trade or business of any kind.

#### 22.4 **Notification of New Accounts**

(a) The Employer shall notify the Union, in writing, of any new job covered by this Agreement, specifying the name of the job and the address of the job location. The Employer shall make its best effort to notify the Union that it is taking over an account or location covered by this agreement at least ten (10) business days prior to commencement of services at the account or location.

(b) The Union agrees to safeguard this information as confidential and will not disclose it or any portion of it to anyone outside of the Union without the Employer's written consent.

- (c) All work locations or accounts for which information is provided pursuant to this Section shall be identified by both address and location or client name (if applicable).

22.5 **New Non-Union Buildings**

- (a) If after this Agreement has been implemented, the Employer desires to bid or is awarded the contract to provide security at a location, which is otherwise covered by this Agreement but is not being serviced by a signatory Employer, the Employer shall set the wages and benefits provided the non-economic provisions of this Agreement shall apply to that particular building. Dues deductions will not be taken until all economic provisions take effect, however all non-economic provisions of this Agreement shall take effect immediately. Thereafter, the parties shall meet to discuss a reasonable progression of wage and benefits increases, provided that the economic terms of this Agreement shall apply to the non-Union building after the term of the first contractual agreement with the client, or two (2) years from the date the first contractual agreement became effective, whichever is shorter.
- (b) Any phase-in schedule agreed to by the parties shall not be deemed a violation of the Most Favored Nations provision as long as the phase-in schedule is extended to any other signatory Employer who performs work at that particular building. That schedule shall be reduced to writing and shall be provided by the incumbent Employer as soon as practicable to any Employers who were invited to bid the affected account at the time of providing staffing information; and the Union shall provide within thirty (30) calendar days of the agreement being executed to other Employers. Any Employer who takes over a building where a phase-in schedule is already in effect, shall have the benefit of and be bound by that phase-in schedule.
- (c) The Employer shall notify the Union, as soon as practicable, once it has knowledge that a non-union security contractor is bidding on a covered account currently serviced by the Employer.

22.6 **Job Bidding Information**

- (a) When a Employer signatory to this Agreement presents written proof (electronically or otherwise) to an incumbent security contractor that it was invited by the client to bid to provide security services at a location covered by this Agreement, the incumbent security contractor shall provide in electronic format to those Employers signatory to this Agreement who requested such and who were invited to bid, the following information of the security officers currently employed at the applicable location subject to the bid no later than three (3) business days before the due date of the bid.
  1. Names;
  2. Current wage rates;
  3. Seniority dates;
  4. Hours worked per week per security officer;
  5. Health care participation rates.

A copy of all information exchanged between Security Contractors pursuant to the above provisions shall be provided to the Union at the same time as it is provided to the Security Contractor(s).

- (b) The information provided by the incumbent security contractor to the other signatory Employer who were invited to bid shall be treated as confidential by all parties and shall not be copied, forwarded or otherwise disseminated by any party to any other Employer, entity or individual.
- (c) The Union agrees that it shall treat any and all information received by the incumbent security contractor pursuant to this Section as confidential, and that it shall not copy, forward or disseminate such to any Employer, entity or individual, provided the Union may use and disclose only so much of the confidential information it has received from the incumbent security contractor as is necessary to administer the terms and conditions of this Agreement.
- (d) The Employer will honor the security officers hourly wage rates at the time a new Employer successfully bids an already unionized facility.
- (e) If the Employer bids on and is awarded an account covered under a separate Collective Bargaining Agreement with SEIU United Service Workers West within the geographic jurisdiction of this Agreement, the Employer agrees to adhere to the terms of that separate Agreement. The terms of the separate Collective Bargaining Agreement shall only affect work at the applicable account(s) or site(s) covered under such Agreement, and furthermore shall not be deemed to generate a claim under Article 26 (Most Favored Nations). An exclusive list of such separate Collective Bargaining Agreements is attached as Appendix B.

If a non-signatory employer is awarded a contract to provide security at a non-union location within the geographical scope of this Agreement, once the Union becomes the exclusive representative of its affected employees, the employer shall become signatory to this Agreement with the understanding that said employer and the Union may negotiate a phase-in schedule for the wages and benefits to be paid employees at the former non-union location for a period not to exceed the contractual agreement with the client in effect at that time or two (2) years from the date, whichever is shorter, when the contract to provide security became effective. Said phase-in schedule for the wages and benefits shall not be deemed a violation of Article 26 –Most Favored Nations of this Agreement as long as the phase-in schedule is reduced to writing and extended to any other signatory Employer who desires to bid and perform work at that particular location. The phase-in schedule shall be provided by the Union to any Employers within five (5) business days of a request for such. An Employer who takes over a building where a phase-in schedule is in effect shall have the benefit of that phase-in schedule for the remainder of its term.

The Employers signatory to this Agreement that are named in the Preamble may consent to the Union agreeing to a more favorable condition (such as a longer “phase-in” period) based

on client demands or similar circumstance, and if each Employer gives its written consent, the Union must notify each of the signatory Employers of such favorable condition in writing, otherwise the Employer(s) shall be entitled to raise a claim under Article 26 – Most Favored Nations.

**ARTICLE 23**  
**LEAVES OF ABSENCE**

- 23.1 The Employer shall grant leaves from employment as required by federal and state laws. An employee desiring a leave of absence from employment for any reason must complete a written request for a leave of absence form and submit it to the Employer as soon as possible under the circumstances.
- 23.2 At the commencement of a leave from employment, an employee may request to be paid for unused accrued vacation. Payment will be made in accordance with the normal payroll procedures. An employee on a leave from employment under this Article shall receive paid benefits only if required by law and shall not accrue any other benefits under this Agreement except for the accrual of seniority for up to four (4) months as provided in Article 9 (Seniority) of this Agreement.
- 23.3 An employee who qualifies for and is granted a leave of absence provided by law will be reinstated to his or her former position or an equivalent position as required by law.
- 23.4 Time spent by an employee as a witness at the Employer's request is compensable at the employee's hourly rate of pay for the time the employee is required to appear as a witness. Where reasonable, the Employer may require that the employee work on the part of the day not spent in attending the hearing. If the employee receives witness fees, the Employer may require that the employee assign such witness fee check to the Employer or, alternatively, will reimburse the employee for any difference between the witness fee and the amount the employee is entitled to under this section.
- 23.5 The reemployment rights of employees, who are now or may later be in military service and the duties of the Employer in relation to them, shall be governed by the applicable provisions of Federal and State Laws.
- 23.6 After a security officer has completed one (1) year of employment with the Employer, he or she may make a written request for a leave of absence for personal reasons of not less than ten (10) or more than thirty (30) days, which may be granted in the discretion of the Employer. Failure by a security officer to return from a personal leave of absence as scheduled shall be deemed a voluntary resignation.

**ARTICLE 24**  
**GENERAL CONDITIONS/RULES**

- 24.1 The employee shall conform to the printed rules and regulations of the Employer as now in effect and such further rules and regulations as may become necessary.
- 24.2 The Employer shall furnish to the Union copies of rules and regulations of general applicability to all employees, as well as any changes made thereto. This Section 2 shall not apply to rules applicable to a specific job site or post.
- 24.3 The Employer will establish stated call periods for each shift so as to minimize inconvenience to employees. Changes necessitated by seniority, changes in clients' needs, last minute orders, or other emergencies are recognized as exceptions.
- 24.4 The Employer shall comply with all applicable federal and Cal/OSHA laws and regulations pertaining to occupational health and safety, including the Hazardous Substance Information and Training Act.

**ARTICLE 25**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

- 25.1 During the term of this Agreement, all disputes and grievances shall be settled as quickly as possible by the Grievance Procedure provided herein except that the Employer may obtain injunctive relief from a Court to enforce Article 5 – No Strike/No Lockout. For the purpose of this Agreement, a grievance is defined as a difference of opinion between the Employer and the Union regarding only the meaning or application of this Agreement, presented to the Employer in writing within fourteen (14) days after it occurred, or when the employee or Union became aware of it, or should have become aware of it.
- 25.2 An employee and/or Union Representative may consult directly with his or her Supervisor on a matter that does not necessarily constitute a grievance. In any case, where an employee is not satisfied with respect to the disposition of a matter regarding the meaning or application of any provision of this Agreement, on which he or she has informally consulted with their Supervisor, the Union may submit the complaint as a grievance. The grievance will state, in addition to the employee's version of the facts, the specific portion of the Agreement allegedly violated, the date the alleged violation occurred and signed by the employee and the Union representative. If the grievance is filed on behalf of more than one employee, it may be signed by a Union representative.

**STEP 1 – Employer's Designated Representative**

The grievance shall first be submitted by the Union to the Employer's designated representative by fax, mail or electronic mail, and signed by the Union official, within fourteen (14) days from the date of the occurrence of the incident, or when the employee or Union became aware of it, or should have become aware of it. Such Employer designated representative shall, within seven (7) days after receiving the grievance, render his or her decision in writing.

#### STEP 2 – Employer’s Designated Manager or His or Her Appointed Representative

If the grievance has not been settled or answered during the above specific number of days under the above procedure, the Union may submit the grievance to the Employer's designated Manager or his or her appointed representative by fax, mail or electronic mail within seven (7) days after receipt of the initial decision in Step 1 by the Employer's representative. The Employer's designated Manager or his or her appointed representative shall, within seven (7) days after the receipt of the grievance, render a decision in writing by fax, mail or electronic mail to the Union. If requested, the designated Manager or his or her appointed representative will meet with the grievant(s) and/or appropriate Union representative(s) for the purpose of reviewing the matter. The Employer’s designated Manager or his or her appointed representative responding at this Step Two shall be a person at a higher level within the Employer’s organizational structure than the Employer’s designated representative at Step 1.

The meeting shall be held on a mutually agreeable date within thirty (30) days following the request by the Union. If the grievance has not been resolved at the meeting held at this Step 2, the parties may agree to submit the grievance to a mediator of the Oakland, California office of the Federal Mediation and Conciliation Service (FMCS) as set forth in Step 3. If no agreement has been reached by the parties to submit the grievance to a mediator of the Oakland, California office of the FMCS, within seven (7) days after the meeting held at Step 2, the Union may proceed to Step 4 – Arbitration, as set forth herein.

#### STEP 3 – Mediation By the Federal Mediation and Conciliation Service (FMCS)

If the grievance has not been settled under the above procedure, the parties may agree to submit the grievance to a mediator of the Oakland, California office of the FMCS. If the parties agree to submit the grievance to a mediator, either or both parties shall make a written request to the FMCS Oakland office by fax, mail or electronic mail within seven (7) days after the meeting held at Step 2. The first available mediator shall meet with the parties and the affected employee to assist and offer advisory opinions in an effort to help them reach an agreement that resolves the grievance. If neither party requests mediation within the seven (7) day period, the Union may proceed to arbitration as set forth below in Step 4.

Without affecting the time lines set forth herein, the parties may also agree to request a specific mediator. It is the intention of the parties that the Step 3 mediation would be used for significant cases (e.g, suspensions, terminations and class grievances) and when there is a reasonable chance of resolution with the mediator’s assistance.

#### STEP 4 - Arbitration

The Union may advance the grievance to Step 4 – Arbitration by making a written demand for arbitration by fax, mail or electronic mail to the FMCS, with a copy to the other party’s representative, a) within twenty (20) days following the date the mediation was held at Step 3, or b) within thirty (30) days after the date the meeting was held at Step 2 if the parties did not agree to submit the grievance to a mediator of the FMCS.



The party making a demand for arbitration shall request the FMCS to provide the Employer and the Union with a list of seven (7) persons who are qualified and willing to act as arbitrators. Within fifteen (15) days of receipt of the Panel of Arbitrators from the FMCS, either party must contact the other for the purpose of selecting an arbitrator. Without waiving any of the time limits herein, if the parties mutually agree, they may select an arbitrator without use of the FMCS. If a party does not respond in writing within fifteen (15) days to a written demand from the other party to select an arbitrator from the Panel of Arbitrators sent to them by the FMCS, the party making the demand for arbitration shall have the right to unilaterally select the arbitrator from those names listed in the Panel unless the law permits the other party to refuse to proceed to arbitration.

- 25.3 Any grievance shall be considered withdrawn with prejudice if not filed and processed by the Union in strict accordance with the time limitations set forth above, unless time limits are extended or waived by mutual agreement in writing. Failure of the Employer to act within the time limit set forth in any Step shall entitle the Union to proceed to the next step of the grievance procedure.
- 25.4 The award of such arbitrator shall be in writing and shall be final and binding upon the Employer, the Union, and the employee or employees involved. The arbitrator shall consider and decide only the particular grievance presented in the written stipulation of the Employer and the Union. The arbitrator's decision shall be based solely upon an interpretation of the provisions of this Agreement. The arbitrator shall not have the right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement. The parties to the case shall share equally the expense of the arbitrator, including the hearing room and transcript incurred with the arbitration. The transcript taken at the Arbitration Hearing will constitute the official record of the Hearing. The party or parties requesting a copy of the transcript shall incur the cost of the transcript. Neither party shall be required to purchase a copy of the transcript. The Employer and the Union are only responsible for the wages and expenses of its own representatives and witnesses.
- 25.5 Grievances involving discharge or indefinite suspension must be presented directly to Step 2 of the grievance procedure. A grievance by the Employer against the Union must be presented directly to Step 4 of the Grievance Procedure and within seven (7) days of the Employer notifying the Union of its grievance in writing, the Employer shall request a list of potential arbitrators from the FMCS. Step 4, paragraph 1 shall not apply in the case of grievance filed by the Employer against the Union.
- 25.6 Without affecting any of the time limitations set forth herein, the Employer and the Union may settle the grievance.
- 25.7 In calculating time for purposes of this Article, Saturdays, Sundays and the Holidays cited in Article 14 shall not be counted. Time limits hereinabove mentioned may be modified, if desired, only in writing, by mutual agreement between the parties' designated representatives.

- 25.8 No more than one dispute may be submitted to any one arbitrator at the same hearing unless the parties agree to such in writing. If the Employer raises arbitrability as a defense to any grievance, that issue shall be resolved by a neutral arbitrator selected in accordance with Step 4 of Section 2 of this Article.
- 25.9 The Union and the Employer intend that the grievance and arbitration provisions in the Collective Bargaining Agreement shall be the exclusive method of resolving all disputes between the Employer and the Union and the employees covered by this agreement unless otherwise set forth or required under applicable law. Such disputes include “wage and hour claims or disputes,” which shall include statutory claims over the payment of wages for all time worked, uniform maintenance, training time, rest and meal periods, overtime pay, vacation pay, and all other wage and hour related matters. The parties agree that any employee’s or employees’ wage and hour claims or disputes relative to a violation of wage and hour law shall be resolved through the arbitration process provided for in this Agreement to the extent permitted by law and the employees (by and through the Union) shall have access to the arbitration provision in this Agreement for the purpose of resolving any wage and hour claims or disputes.
- 25.10 Regarding wage and hour claims or disputes:
- (a) The Union has the exclusive right to assert collective or class action grievances or grievances on behalf of more than one employee. All such grievances shall be initiated and processed in accordance with the standard provisions of the grievance and arbitration procedure, except as provided herein. The employees (by and through the union) shall be provided all substantive rights and remedies available under applicable law including the applicable statute of limitations.
  - (b) Where the Union chooses not to assert a grievance under Section (a) above, an employee may assert claims or disputes to the Department of Labor or through a civil action on behalf of himself or herself individually concerning a wage and hour claim or dispute and the employee shall be provided all substantive rights and remedies that they would otherwise be entitled to under applicable law. As set forth in paragraph 25.10(a) an individual cannot pursue class and/or collective wage and hour claims or disputes to the Department of Labor or through civil litigation.
- 25.11 These provisions are not intended to limit or curtail employees’ individual rights. To the contrary, it is the goal of the Employer to swiftly and fairly address and resolve employee concerns. In no event shall this Article or this agreement be read to construe a waiver of individual rights to pursue discrimination claims through administrative proceedings or civil actions.
- 25.12 The Employer and the Union agree to work swiftly and cooperatively to resolve and remediate, if necessary, any disputes that arise.

25.13 An employee covered by this Agreement who desires to inspect and/or receive copies of payroll records related to him/her, and/or personnel records relating to the employee's performance or to any grievance concerning the employee (as those phrases are defined by state law), shall follow the following procedure: submit a written request to the Employer's Human Resources Department (1) specifying the personnel and/or payroll information and time periods desired; and (2) indicating thereon whether the employee, during his/her unpaid non-working time, or his/her named designated representative, will inspect such records at a mutually convenient time, or pick up copies at the Employer's premises, or whether he/she desires to have electronic copies e-mailed to the e-mail address provided on his/her written request, and (3) if the employee or his/her representative elects to pick up copies of the documents at the Employer's premises, he/she first remits cash or a check made payable to the Employer for the cost of actual reproduction of the records (at the rate \$0.10 per page); however this payment shall not be required from the Union when the copies are produced pursuant to the grievance/arbitration procedure. A former employee may receive a copy of said documents by mail if he/she also first reimburse the Employer for actual postal expenses.

Nothing herein shall require the Employer to produce any document that is exempt or excluded from disclosure or production by any law. If a grievance has been submitted by the Union as set forth in Section 25.2, or if any formal legal proceeding is commenced that relates to a personnel matter against the Employer involving the employee or former employee, the right to inspect or copy personnel records which relate to such grievance or legal proceeding ceases during the pendency of the grievance and/or legal proceeding.

## **ARTICLE 26**

### **MOST FAVORED NATIONS**

26.1 If during the term of this Agreement, the Union enters into or honors an agreement or understanding with another Employer or group of Employers employing security officers working in similar facilities as covered by this Agreement that provides for more favorable hours, wages and/or terms and conditions of employment (as that phrase has been defined under the National Labor Relations Act, as amended) than those set forth in this Master Agreement, any Employer bound by this Master Agreement shall be entitled to said more favorable hours, wages and/or terms and conditions upon request. To effectuate this Article of the parties' Master Agreement, the Union agrees to disclose the existence of any written or oral agreement or understanding it has or may have with any other Employer. The foregoing does not apply to the situations addressed in Sections 22.5(b) and 22.6(e) above.

26.2 If the Employer believes that the Union has entered into or is honoring an agreement or understanding that is more favorable as defined herein, the Employer shall notify the Union and the parties shall meet and confer to discuss such within the next 72 hours.

26.3 If the matter has not been resolved within 72 hours of notification to the Union, the Employer may request a list of seven (7) persons from the Federal Mediation and Conciliation Service.

The parties will select an arbitrator using an alternate striking method. From that point forward, the issue shall be handled and processed in accordance with Step 4, paragraph 2 and the subsequent provisions of the Grievance and Arbitration Procedure set forth in Article 25.

- 26.4 The arbitrator shall decide the issue of whether or not the Union has entered into or is honoring an agreement or understanding with another Employer or group of Employers employing security officers working in similar facilities as covered by this Agreement that would allow the Employer to be granted similar conditions as defined in Section 1 above.

## **ARTICLE 27**

### **MANAGEMENT RIGHTS**

- 27.1 Subject to the terms of this Agreement, the Employer shall have the exclusive right to manage and direct the workforce covered by this Agreement. Among the exclusive rights of management, but not intended as a wholly inclusive list of them are; the right to plan, direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and, or services to be utilized and, or provided or to discontinue their performance by the employees of the Employer and, or subcontract the same; to transfer, or relocate any or all of the operations of the business to any location or discontinue such operations, by sale or otherwise in whole or in part at any time; to establish, increase or decrease the number of work shifts, their starting and ending times, determine the work duties of employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of employees during working hours; to require that duties other than normally assigned be performed; select supervisory employees; train employees; discontinue or reorganize or combine any part of the organization; to promote and demote employees consistent with the needs of the business; to discipline, suspend and discharge for just cause; to relieve employees from duty for lack of work or any other legitimate reason; to cease acting as a contractor at any location or cease performing certain functions at any locations, even though employees at that location may be terminated or relieved from duty as a result. In no case will this Article be used for the purpose of unlawfully discriminating against any employees.
- 27.2 The foregoing statements of management rights and Employer functions are not all inclusive, but indicate the type of matters or rights, which belong to and are inherent in management, and shall not be construed in any way to exclude other Employer functions and rights not specifically enumerated. Any of the rights, power or authority the Employer had when there was no Agreement are retained by the Employer and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by this Agreement and any supplementary subsequent agreement which may be made and executed by the parties.
- 27.3 The Union recognizes that the Employer provides a service of critical importance to the customer and that this Agreement shall be interpreted so as to give primary consideration to

customer needs and preferences, provided that the foregoing will not be construed to abrogate any rights under this Agreement.

27.4 **Removal of Employees by Client Request**

- (a) If a customer demands that the Employer remove an employee from further employment at a location, the Employer shall have the right to comply with such demand.

However, unless the Employer has just cause to discharge the employee, the Employer will use its best efforts to place him/her in another job in same County not to exceed ten (10) miles from the job site from which he or she was removed, and schedule said employee with no loss of wages, seniority or benefits and with the same shift.

The Employer must have just cause to issue discipline to an employee removed from a job location based on client request.

Upon written request from the Union, a representative of the Employer (senior-level Employer representative at a level to be mutually agreed upon between the Union and each Employer upon the implementation of this Agreement), shall confirm in writing that the Employer received a request from the client to remove the employee.

- (b) If the Employer is unable to place the officer in a comparable position as listed above, the employee will be considered laid off for lack of work and the Employer will not challenge the employee's claim for unemployment. Upon written request by the Union, the Employer shall document its efforts to place the employee in another job as set forth above.
- (c) An employee removed from a job location due to client demand shall have the right to use accrued vacation time if the employee has not been placed in a new location as specified above within five (5) business days of the removal.
- (d) If an employee who has been removed from a location declines another job with the Employer with the same wages, benefits, schedule and geographic area referenced above, the Employer shall have no further obligation toward that employee and the employee shall be considered a voluntary quit.

- 27.5 If the Employer subcontracts work covered by this Agreement, the Employer shall give thirty (30) days notice of such subcontracting, and upon request by the Union shall discuss the effects of such subcontracting.

**ARTICLE 28**  
**WAIVER**

If any provisions of this Agreement or the application of such provision to any person or circumstances be ruled contrary to law, by any Federal or State Court or duly authorized agency, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as required by law.

The wages and fringe benefits set forth in the Master Agreement, and any Appendices are minimum conditions, and the Employer may provide greater wages and/or fringe benefits in its sole discretion.

**ARTICLE 29**  
**INDIVIDUAL LEGAL RIGHTS**

- 29.1 The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violations of their legal rights occurring in the workplace, including unreasonable search and seizure by a governmental agency.
- 29.2 In the event an issue arises involving the employment eligibility or social security number of an employee, the Employer shall promptly notify the employee in writing. Upon request, the Employer shall provide the Union with a copy of any correspondence or notice which the Employer receives regarding the immigration or work-authorization status of a bargaining unit employee.
- 29.3 If a question regarding an employee's immigration or work-authorization status arises and the employee takes leave to correct any immigration related problems or issues, the Employer, upon the employee's return, shall hire the employee into the next available job for which he or she is qualified.
- 29.4 Any lawful corrections in an employee's documentation, name, or social security number shall not be considered new employment or a break in service, and shall not be cause for adverse action.

**ARTICLE 30**  
**DURATION & TERMINATION**

This Agreement shall become effective upon ratification of the Agreement, June 12, 2013, and shall remain in full force and effect through May 31, 2017, when it shall terminate and shall thereafter renew year to year, unless either party desires to modify or terminate this Agreement at the end of its term. Written notice must be provided to the other party at least sixty (60), prior to the expiration date in accordance with the National Labor Relations Act, as amended.

<b>Service Employees International Union</b>	<b>The Employers</b>
Name:	Name:
Title:	Title:
	Company: <b>ABM Security Services</b>
Name:	Name:
Title:	Title:
	Company: <b>AlliedBarton Security Services</b>
Name:	Name:
Title:	Title:
	Company: <b>Cypress Security</b>
Name:	Name:
Title:	Title:
	Company: <b>G4S Secure Solutions (USA) Inc.</b>
Name:	Name:
Title:	Title:
	Company: <b>Securitas Security Services USA, Inc.</b>
Name:	Name:
Title:	Title:
	Company: <b>Universal Protection Services</b>
Name:	Name:
Title:	Title:
	Company: <b>Professional Technical Security Services, Inc.</b>
Name:	Name:
Title:	Title:
	Company: <b>Guardsmark Security</b>
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	
Name:	
Title:	

**APPENDIX A – PLAN DESCRIPTION**

<b>Annual Deductible: Individual / Family per calendar year(s)</b>	<b>\$1000 / \$2,000</b>
<b>Maximum Out-Of-Pocket</b>	<b>\$3,000 per member, \$6,000 per family</b>
<b>Maximum Lifetime Benefit</b>	<b>None / None</b>
<b>PROFESSIONAL SERVICES (Plan Provider Office Visits)</b>	
<b>Care Visits Primary &amp; Specialty</b>	<b>\$20 per visit – no deductible</b>
Routine preventive Physical Exams	\$20 per visit – no deductible
Well-Child Preventive care visits (0-23 months)	\$10 per visit – no deductible
Family Planning visits	\$20 per visit – no deductible
Scheduled prenatal care & 1 <sup>st</sup> postpartum visit	\$10 per visit – no deductible
Eye Exams	\$20 per visit – no deductible
Hearing tests	\$20 per visit – no deductible
Physical, Occupational & Speech therapy visits	\$20 per visit – no deductible
<b>OUTPATIENT SERVICES</b>	
Outpatient surgery	20% coinsurance after deductible
Allergy Injection visits	No charge after deductible
Allergy testing visits	\$20 per visit – no deductible
Vaccines (immunizations)	No charge – no deductible
X-Rays and Lab Tests	\$10 per encounter (except that MRI, CT & PET are \$50 per procedure) after deductible
Health Education	\$20 per visit – no deductible. No charge for group visits – no deductible
<b>HOSPITALIZATION SERVICES</b>	
Room & board, surgery, anesthesia, x-rays, lab tests, drugs	20% coinsurance after deductible
<b>EMERGENCY HEALTH COVERAGE</b>	
Emergency Department visits	20% coinsurance after deductible
<b>AMBULANCE SERVICES</b>	
Ambulance Services	\$150 per trip after deductible
<b>PRESCRIPTION DRUG COVERAGE</b>	
Most covered outpatient items in accord with our drug formulary from Plan Pharmacy or mail order program	
Generic items from Plan Pharmacy	\$10 for up to a 100 day supply
Refills from our mail program	
Brand name items from a Plan Pharmacy	\$30 for up to a 100 day supply
Refills from our mail program	
<b>MENTAL HEALTH SERVICES</b>	
Inpatient psychiatric care (up to 30 days per calendar year)	20% coinsurance after deductible
Outpatient visits:	
Up to a total of 20 individual & group therapy visits per calendar year	\$20 per individual visit – no deductible; \$10 per group visit – no deductible
Up to 20 additional group therapy visit that meet the Medical group criteria in the same calendar year	\$10 per group visit – no deductible
Note: visit & day limits do not apply to serious emotional disturbances of children & severe mental illness as described in the Evidence of Coverage	
<b>CHEMICAL DEPENDENCY SERVICES</b>	
Inpatient detoxification	20% coinsurance after deductible
Outpatient individual therapy visits	\$20 per individual visit – no deductible
Outpatient group therapy visits	\$10 per group visit – no deductible
Transitional Residential Recovery Services (up to 60 days per calendar year, not to exceed 120 days in any 5-year period)	\$100 per admit after deductible
<b>HOME HEALTH SERVICES</b>	
Home Health Care (up to 100 2-hour visits per calendar year)	No charge – no deductible
<b>OTHER</b>	
Skilled nursing facility care (up to 100 days benefit period)	20% coinsurance after deductible
Hospice Care	No charge – no deductible



**APPENDIX B**  
**SITE-SPECIFIC COLLECTIVE BARGAINING AGREEMENTS**

As of the effective date of this Agreement, the following are separate, site-specific Collective Bargaining Agreements between the Union and one more of the Employers signatory to this Agreement which are listed in the Preamble to this Agreement.

<u>Employer</u>	<u>Collective Bargaining Agreement Location</u>
ABM Security Universal Protection Service	One Market / Landmark Building, San Francisco
ABM Security	Golden Gateway Commons, San Francisco
Securitas Security Services USA, Inc.	Washington Hospital, Fremont
ABM Security	PG&E Headquarters, San Francisco
ABC Security	Oakland Alameda County Coliseum Complex
ABM Security	Embarcadero Center, San Francisco
Securitas Security Services USA, Inc. Blackstone Consulting, Inc.	Kaiser National Agreement**
Able Building Maintenance	The Gateway, San Francisco

\*\*Agreement with SEIU International Union, honored by SEIU United Service Workers West

**APPENDIX C**  
**HOLIDAY DATES**

The following dates are when Holiday premium pay shall be paid for hours worked.

2013

Fourth of July	Thursday, July 4 <sup>th</sup>
Labor Day	Monday, September 2 <sup>nd</sup>
Thanksgiving Day	Thursday, November 28 <sup>th</sup>
Christmas Day	Wednesday, December 25 <sup>th</sup>

2014

New Year's Day	Wednesday, January 1 <sup>st</sup>
Dr. Martin Luther King Jr's Birthday	Monday, January 20 <sup>th</sup>
Presidents Day	Monday, February 17 <sup>th</sup>
Memorial Day	Monday, May 26 <sup>th</sup>
Fourth of July	Friday, July 4 <sup>th</sup>
Labor Day	Monday, September 1 <sup>st</sup>
Thanksgiving Day	Thursday, November 27 <sup>th</sup>
Christmas Day	Thursday, December 25 <sup>th</sup>

2015

New Year's Day	Thursday, January 1 <sup>st</sup>
Dr. Martin Luther King Jr's Birthday	Monday, January 19 <sup>th</sup>
President's Day	Monday, February 16 <sup>th</sup>
Memorial Day	Monday, May 25 <sup>th</sup>
Fourth of July	Saturday, July 4 <sup>th</sup>
Labor Day	Monday, September 7 <sup>th</sup>
Thanksgiving Day	Thursday, November 26 <sup>th</sup>
Christmas Day	Friday, December 25 <sup>th</sup>

2016

New Year's Day	Friday, January 1 <sup>st</sup>
Dr. Martin Luther King Jr's Birthday	Monday, January 18 <sup>th</sup>
President's Day	Monday, February 15 <sup>th</sup>
Memorial Day	Monday, May 30 <sup>th</sup>
Fourth of July	Monday, July 4 <sup>th</sup>
Labor Day	Monday, September 5 <sup>th</sup>
Thanksgiving Day	Thursday, November 24 <sup>th</sup>
Christmas Day	Sunday, December 25 <sup>th</sup>

2017

New Year's Day	Sunday, January 1 <sup>st</sup>
Dr. Martin Luther King Jr's Birthday	Monday, January 16 <sup>th</sup>
President's Day	Monday, February 20 <sup>th</sup>
Memorial Day	Monday, May 29 <sup>th</sup>

**EXHIBIT A - KAISER PLAN**

<b>Annual Deductible: Individual / Family per calendar year(s)</b>	<b>\$1000 / \$2,000</b>
<b>Maximum Out-Of-Pocket</b>	<b>\$3,000 per member, \$6,000 per family</b>
<b>Maximum Lifetime Benefit</b>	<b>None / None</b>
<b>PROFESSIONAL SERVICES (Plan Provider Office Visits)</b>	
<b>Care Visits Primary &amp; Specialty</b>	<b>\$20 per visit – no deductible</b>
Routine preventive Physical Exams	\$20 per visit – no deductible
Well-Child Preventive care visits (0-23 months)	\$10 per visit – no deductible
Family Planning visits	\$20 per visit – no deductible
Scheduled prenatal care & 1 <sup>st</sup> postpartum visit	\$10 per visit – no deductible
Eye Exams	\$20 per visit – no deductible
Hearing tests	\$20 per visit – no deductible
Physical, Occupational & Speech therapy visits	\$20 per visit – no deductible
<b>OUTPATIENT SERVICES</b>	
Outpatient surgery	20% coinsurance after deductible
Allergy Injection visits	No charge after deductible
Allergy testing visits	\$20 per visit – no deductible
Vaccines (immunizations)	No charge – no deductible
X-Rays and Lab Tests	\$10 per encounter (except that MRI, CT & PET are \$50 per procedure) after deductible
Health Education	\$20 per visit – no deductible. No charge for group visits – no deductible
<b>HOSPITALIZATION SERVICES</b>	
Room & board, surgery, anesthesia, x-rays, lab tests, drugs	20% coinsurance after deductible
<b>EMERGENCY HEALTH COVERAGE</b>	
Emergency Department visits	20% coinsurance after deductible
<b>AMBULANCE SERVICES</b>	
Ambulance Services	\$150 per trip after deductible
<b>PRESCRIPTION DRUG COVERAGE</b>	
Most covered outpatient items in accord with our drug formulary from Plan Pharmacy or mail order program	
Generic items from Plan Pharmacy	\$10 for up to a 100 day supply
Refills from our mail program	
Brand name items from a Plan Pharmacy	\$30 for up to a 100 day supply
Refills from our mail program	
<b>MENTAL HEALTH SERVICES</b>	
Inpatient psychiatric care (up to 30 days per calendar year)	20% coinsurance after deductible
Outpatient visits:	
Up to a total of 20 individual & group therapy visits per calendar year	\$20 per individual visit – no deductible; \$10 per group visit – no deductible
Up to 20 additional group therapy visit that meet the Medical group criteria in the same calendar year	\$10 per group visit – no deductible
Note: visit & day limits do not apply to serious emotional disturbances of children & severe mental illness as described in the Evidence of Coverage	
<b>CHEMICAL DEPENDENCY SERVICES</b>	
Inpatient detoxification	20% coinsurance after deductible
Outpatient individual therapy visits	\$20 per individual visit – no deductible
Outpatient group therapy visits	\$10 per group visit – no deductible
Transitional Residential Recovery Services (up to 60 days per calendar year, not to exceed 120 days in any 5-year period)	\$100 per admit after deductible
<b>HOME HEALTH SERVICES</b>	
Home Health Care (up to 100 2-hour visits per calendar year)	No charge – no deductible
<b>OTHER</b>	
Skilled nursing facility care (up to 100 days benefit period)	20% coinsurance after deductible
Hospice Care	No charge – no deductible



## Attachment 16:

Office of Labor Standards Tables of Basic Hourly Rates  
and Fringe Benefits from Collective Bargaining  
Agreements Provided in Attachments 5 to 15



**Summary of Attachment 5: Motorbus Contracts**

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Bauer's Intelligent Transportation, Inc. and Teamsters Local Union No. 665 in effect from October 1, 2016 to September 30, 2019 (Attachment 5). **The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to Attachment 5 for complete information on wages and fringe benefits.**

Journey Level	EMPLOYER PAYMENTS					STRAIGHT-TIME		OVERTIME HOURLY RATE	
	Basic Hourly Rate	A Health & Welfare	Vacation B (varies, w/ increases at year 1, 2, 5, 10, and 15)	Holidays 11/Year	401k	HOURS	TOTAL HOURLY RATE	1.5 X	2 X
Double Decker Bus	\$ 26.50	\$ 3.85	\$ 1.53	\$ 1.12	\$ 1.00	8	\$ 34.00	\$ 45.13	\$ 58.38
Single Decker	\$ 25.50	\$ 3.85	\$ 1.47	\$ 1.08	\$ 1.00	8	\$ 32.90	\$ 43.57	\$ 56.32
Min Bus	\$ 22.50	\$ 3.85	\$ 1.30	\$ 0.95	\$ 1.00	8	\$ 29.60	\$ 38.90	\$ 50.15
Van (15 Pax or Smaller)	\$ 18.50	\$ 3.85	\$ 1.07	\$ 0.78	\$ 1.00	8	\$ 25.20	\$ 32.67	\$ 41.92

**Footnotes**

A - Hourly amount based on Kaiser premium amount for single employee divided by 173 hours per month

Note: contributions for single employee begin at 90 or 100 hours of service; the premium value(Kaiser) increases for employee + 1 = \$1,292, employer + 2 or more = \$1,387.

B - Vacation amount calculated at 5 years seniority

## Summary of Attachment 6: Janitorial Services

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between the San Francisco Maintenance Contractors Association and Service Employees International Union, Building Service Employees Union, Local 1877 Division 87 in effect from August 1, 2016 to July 31, 2020 (**Attachment 6**). **The chart does NOT include all the information contained in the Collective Bargaining Agreement.** Please refer to **Attachment 6** for complete information on wages and fringe benefits.

Craft (Journey Level)	EMPLOYER PAYMENTS						STRAIGHT-TIME		OVERTIME	
	Basic Hourly Rate	Health and Welfare	Pension	Vacation (2 wk after 1 yr., 3 wk after 5 yrs, 4 wk after 12 yrs)	Holidays (10 / year)	Hours	Hourly Rate	1.5 X	2x	
Number of hours worked for any employer in the industry since June 1, 1983										
0-1950	A, B, C \$ 15.000	D \$1,105.95 / month	E \$ 2.1333	n/a	\$ 0.577	7.50	I \$ 17.71 + Monthly Health Trust	I \$ 25.21 + Monthly Health Trust	I \$ 32.71 + Monthly Health Trust	
1951-3900	A, B, C \$ 16.600	D \$1,105.95 / month	E \$ 2.1333	\$ 0.638	\$ 0.638	7.50	I \$ 20.01 Health Trust	I \$ 28.31 Health Trust	I \$ 36.61 Health Trust	
3901-4850	A, B, C \$ 18.680	D \$1,406.55 / month	E \$ 2.1333	\$ 0.718	\$ 0.718	7.50	I \$ 22.25 Fund payment	I \$ 31.59 Fund payment	I \$ 40.93 Fund payment	
Over 4850	A, B, C \$ 20.750	D \$1,406.55 / month	E \$ 2.1333	G \$ 1.197	\$ 0.798	7.50	I, J \$ 24.88	I, J \$ 35.25	I, J \$ 45.63	

### Footnotes:

A. There shall be a **fifty cent (\$.50) per hour premium** for those employees working in the classifications and performing the duties of **carpet and rug cleaning**. See Section 8.9 of the Agreement for details.

B. There shall be a **one dollar (\$1.00) per hour premium** for Forepersons. See Sections 8.10-8.12 of the Agreement for details.

C. **Full-time, fully dedicated restroom attendants will be paid an additional \$0.05 per hour.** See Section 8.13 of the Agreement for details.

D. The **Health and Welfare** benefits are required for employees who have been employed by the employer for at least four months and worked at least the required number of hours in the previous month, depending on start date. This amount is paid in addition to the total hourly wage rate. The rates listed are based on the benefit plan contribution rates effective for May 2016. See rate notifications attached. See Exhibit B of the Agreement information on health and welfare coverage requirements.

E. See Section 16 of the Agreement for details.

F. All employees who have been in the service of the employer continuously for 1 year shall be granted 2 weeks of vacation with pay. After 5 years of continuous employment, employee receives 3 weeks. After 12 years, employee receives 4 weeks of vacation with pay. See Section 10 of the Agreement for details.

G. Vacation rates vary. (see footnote E above). The sample vacation rate shown here is for an employee who has been in the services of the employer continuously for 5 years and receives 3 weeks of vacation benefits.

H. See Section 11 of the Agreement for designated holidays

I. The total hourly wage rate on the chart does NOT include the health and welfare amount. The health and welfare amount must be paid, in addition to the total hourly rate, if the employee has have been employed by the employer for at least 4 months and worked 90 hours in the previous month.

J. **Vacation rates vary, and the Total Hourly Rate may be higher or lower than the amount shown here.** See footnote C and Section 5 of the Agreement for details. The sample vacation rate shown here is for an employee with 5 years' of continuous service and receiving vacation benefits of 3 weeks with pay. All employees who have been in the service of the employer continuously for 1 year shall be granted 2 weeks of vacation with pay. After 5 years of continuous employment, employee receives 3 weeks. After 12 years, employee receives 4 weeks of vacation with pay. See Section 10 of the Agreement for details.



## Summary of Attachment 7: Window Cleaners

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between the San Francisco Window Cleaning Contractors Association and Window Cleaners Union – SEIU Local 1877, AFL-CIO in effect from April 1, 2017 to March 31, 2020 (Attachment 7). **The chart does NOT include all the information contained in the Collective Bargaining Agreement.** Please read **Attachment 7** for complete information on wages and fringe benefits.

Craft (Journey Level)	A	EMPLOYER PAYMENTS					STRAIGHT-TIME		OVERTIME				
		Basic Hourly Rate	B Health and Welfare	Pension	C Vacation (varies, w/ increases at year 1, 2, 5, & 12)	D Holidays (10 / year)	Hours	Total Hourly Rate	G 1.5 X	G 2x			
Base	A	\$ 22.90	B \$1,440.05 / month	\$ 3.970	C \$ 1.320	\$ 0.880	7.50	E, F \$ 29.070	+ Monthly health & welfare payment	E, F, H \$ 36.550	+ Monthly health & welfare payment	E, F, H \$ 48.000	+ Monthly health & welfare payment
Leadman Base	A	\$ 24.15	B \$1,440.05 / month	\$ 3.970	C \$ 1.390	\$ 0.930	7.50	E, F \$ 30.440		E, F, H \$ 38.550		E, F, H \$ 50.620	
Scaffold / Bos'n Chair	A	\$ 24.36	B \$1,440.05 / month	\$ 3.970	C \$ 1.410	\$ 0.940	7.50	E, F \$ 30.680		E, F, H \$ 38.890		E, F, H \$ 51.070	
Leadman Scaffold / Bos'n Chair	A	\$ 25.61	B \$1,440.05 / month	\$ 3.970	C \$ 1.480	\$ 0.990	7.50	E, F \$ 32.050		E, F, H \$ 40.890		E, F, H \$ 53.690	

### Footnotes

A. This table shows wage rates as of **April 1, 2017**.

B. The **Health and Welfare payment is paid in addition to the total hourly wage rate**. This rate for the General Employees Trust Fund plan C18 became effective for May 2016. These amounts are paid for employees who have worked for at least 975 hours and then worked a minimum of 75 hours in a subsequent calendar month. See Section 8 of the Agreement more information.

C. **Vacation rates vary**. The sample rate shown here are for an employee who works continuously for one employer for 5 years and receives 15 days vacation with pay. Employees earn vacation for each month in which they work 75 hours per month. The actual rate may be higher or lower than the required rate. See Section 12 of the Agreement for details. All employees who work continuously for one employer for one year shall receive a minimum of 10 days of vacation with pay. Employees who work for 2 years receive 12 days; those who work for 5 years receive 15 days; those who work for 12 years receive 20 days.

D. See Section 6 of the Agreement for designated holidays and details.

E. **The total hourly wage rate on the chart does NOT include the health and welfare amount**. The health and welfare amount is paid for eligible employees in addition to the total hourly rate. See Section 8 of the Agreement.

F. **Vacation rates vary, and the required Total Hourly Rate may be higher or lower than the amount shown here**. See footnote B and Section 12 of the Agreement for details. The sample vacation rate included here is for an employee having had 5 years' completed continuous service and receiving vacation benefits of 15 vacation days with pay.

G. Overtime work shall be on the following basis: Time and a half after 7 1/2 hours worked in a day and double time after 12 hours in a day. See Section 4 of the Agreement for details.

**Summary of Attachment 8: Parking Garage Attendants**

This chart is the Office of Labor Standards Enforcement's summary of the SFO Garage and Parking Lot collective bargaining agreement by and between New South Parking California, G.P. and Teamsters Local Union No 665 from December 1, 2016 to November 30, 2019 (Attachment 8). The chart does NOT include all the information contained in the collective bargaining agreement. Please refer to Attachment 8 for details of wages and fringe benefits.

CRAFT (JOURNEY LEVEL)	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME			
	Basic Hourly Rate	Health & Welfare	Pension	Vacation Increases after Years 1, 2, 5, 12, 20, and 25. (See Agreement)	Holiday 12/year	Supplemental 401K Contribution	Hours	Total Hourly Rate		1.5 X Basic Hourly Rate		2 X Basic Hourly Rate	
Journeyman	A, B \$ 23.73	C \$1109.05 / month	\$ 2.40	E, I \$ 1.37	\$ 1.10	\$ -	8	H, I \$ 28.59	\$1109.05 Monthly H&W	H, I \$ 40.46	\$1109.05 Monthly H&W	G, H \$ 52.32	\$1109.05 Monthly H&W
0-3 months	A, B \$ 16.50	C \$ -	D \$ 2.40	E \$ -	\$ 0.76	G \$ 0.30	8	H \$ 19.96		H \$ 28.21		G \$ 36.46	
4-12 months	A, B \$ 17.00	C \$1190.05 / month	\$ 2.40	E \$ -	\$ 0.78	\$ 0.30	8	H \$ 20.48	\$1109.05 Monthly H&W	H \$ 28.98	\$1109.05 Monthly H&W	G \$ 37.48	\$1109.05 Monthly H&W
13-16 months	A, B \$ 17.50	C \$1109.05 / month	\$ 2.40	E \$ 0.34	\$ 0.81	\$ 0.30	8	H \$ 21.34	\$1109.05 Monthly H&W	H \$ 30.09	\$1109.05 Monthly H&W	G \$ 38.84	\$1109.05 Monthly H&W

**Footnotes**

A. Foreperson rates: 17.5% above the Journeyman rates specified in Rates of Pay.

B. Senior Lead Worker rates: 25% above the Journeyman rates specified in Rates of Pay.

C. The Employer pays premium and administrative cost of the Bay Area Automotive Group Welfare Plan for each eligible employee who worked 96 hours or more during the previous month and have completed six months of service. See Section 6 of the Agreement for details and more information about benefits for new employees.

D. For probationary employees hired on or after December 1, 2008, the Employer shall pay an hourly contribution rate of \$0.30 during the probationary period as defined in Section 2 of the Agreement.

E. Vacation rates vary based on the number of years of continuous service. See Section 5 of the Agreement for details. Each Employee having had 1 year completed continuous service shall receive 1 week of vacation with pay. Employees hired after January 1, 2013 shall receive a pro-rata accrual of one-week vacation based on his/her date of hire during his/her first year of employment. After 2 years, the employee receives 2 weeks; after 5 years the employee receives 3 weeks; after 12 years, the employee receives 4 weeks; after 20 years, the employee receives 5 weeks; and after 25 years, the employee receives 6 weeks.

F. See Section 9 of the Agreement for designated holidays.

G. See Section 8 of the Agreement for details. During the first 3 months of employment, no contribution is required. In the 4th month & thereafter the contribution rate is \$0.30 per hour.

H. The total hourly wage rate on the chart does NOT include the health and welfare amount. The health and welfare amount is paid for eligible employees with at least six months of service, in addition to the total hourly rate. See Section 6 of

I. Vacation rates vary, and the required Total Hourly Rate may be higher or lower than the amount shown here. See footnote C and Section 5 of the Agreement for details. The sample vacation rate shown here is for an employee having had 5 years' completed continuous service and receiving vacation benefits of 3 weeks with pay.

## Summary of Attachment 9: Theatrical Stage Employees

This chart is a summary of the required wages and fringe benefits required by the Project Collective Bargaining Agreement between the City of San Francisco and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories, and Canada, Local No. 16 in effect for July 1, 2016 to December 31, 2016 (**Attachment 9**). **The table below does NOT include all the information contained in the collective bargaining agreement.** Please refer to **Attachment 9** for complete information on wages and fringe benefits.

CRAFT (JOURNEY LEVEL)	EMPLOYER PAYMENTS					STRAIGHT-TIME	OVERTIME		
	BASIC HOURLY RATE <sup>B</sup>	HEALTH AND WELFARE <sup>C</sup>	PENSION <sup>D</sup>	VACATION <sup>E</sup>	TRAINING & CERTIFICATION	HOURS	TOTAL HOURLY RATE	1.5 X	2 X
General AV technicians for breakout rooms, Extra help for events or theme parties without entertainment (not including traditional stage crafts).	\$ 36.37	\$ 6.09	\$ 5.50	\$ 2.91	\$ 0.79	\$ 8.00	\$ 51.65	\$ 69.84	\$ 88.02
Multi-source and C2 computer technicians for breakout rooms and events or theme parties without entertainment.	\$ 43.11	\$ 7.22	\$ 6.52	\$ 3.45	\$ 0.93	\$ 8.00	\$ 61.22	\$ 82.78	\$ 104.33
Traditional Stage Crafts: (Carpenters/Electrics/Props/A2) Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment. Extra help for commercial, industrial and product demonstration show and events with entertainment. Camera set up and tear down, including Video utilities.	\$ 46.37	\$ 7.76	\$ 7.01	\$ 3.71	\$ 1.00	\$ 8.00	\$ 65.85	\$ 89.04	\$ 112.22
Department Heads	\$ 51.77	\$ 8.67	\$ 7.83	\$ 4.14	\$ 1.12	\$ 8.00	\$ 73.52	\$ 99.41	\$ 125.29
ETCP Certified Rigger and Electrician	\$ 53.77	\$ 9.00	\$ 8.13	\$ 4.30	\$ 1.16	\$ 8.00	\$ 76.36	\$ 103.25	\$ 130.13
<b>Show Call Rates - Commercial, Industrial and Product Demonstration Shows</b>									
Extra help for general sessions, plenary sessions, key note addresses, theme parties with entertainment and events with entertainment, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	\$ 199.20	\$ 33.35	\$ 30.12	\$ 15.94	\$ 4.30	\$ 8.00	\$ 282.90	\$ 382.50	\$ 482.10
Spot light operators, camera operators per show call, three (3) hour maximum under commercial, industrial conditions else, four (4) hour maximum.	\$ 215.80	\$ 36.12	\$ 32.63	\$ 17.26	\$ 4.66	\$ 8.00	\$ 306.48	\$ 414.38	\$ 522.28
Department Heads	\$ 237.39	\$ 39.74	\$ 35.89	\$ 18.99	\$ 5.13	\$ 8.00	\$ 337.14	\$ 455.84	\$ 574.53

### Footnotes

- A. See Sections II (F) and (G) of the Agreement for details about work week schedules and payment of overtime rates.
- B. Contributions to the Local 16 Health and Welfare Trust Fund are 15.5% of all gross wages (including vacation pay). See Section IV(A) of the Agreement.
- C. Contributions to the Local 16 Pension Trust Fund are 14% of all gross wages (including vacation pay). See Section IV (B) of the Agreement.
- D. All employees shall receive not less than 8% of all their gross wages for vacation pay. See Section III (I)
- E. Contributions to the Local 16 Training Trust Fund are 2% of all gross wages (including vacation pay). See Section IV (D) of the Agreement.

## Attachment 10 Summary: Solid Waste Hauler

This chart estimates typical wage rates and fringe benefits required by the Collective Bargaining Agreement between Recology Sunset & Recology Golden Gate and Sanitary Truck Drivers and Helpers Union Local 350, IBT (Attachment 10) for Drivers in effect from January 1, 2012 to December 31, 2016. **The chart does NOT include all the information contained in the Collective Bargaining Agreement.** Please refer to Attachment 10 for complete information on wages and fringe benefits. See Section 5 for basic hourly rates for other job classifications (such as Helper/Driver, Recycling Collector, etc.).

CRAFT (JOURNEY LEVEL)	EMPLOYER PAYMENTS							STRAIGHT-TIME		OVERTIME HOURLY RATE	
	A Basic Hourly Rate	C Vacation: Increases after Years 1, 2, 4, 7, 12, 20, and	E Holiday (12 / year)	E Health & Welfare	G Pension	H RSP (Retirement Health Insurance)	HOURS	HOURLY RATE	ESTIMATED RATE 1.5 X	ESTIMATED RATE 2 X	
Rates for Individual engaged in the hauling of Solid Waste as a Comercial Drivers or Route Leadperson Fantastic 3 who have been employed by the employer for 6 months prior to Jan. 1 2012 or for new hires after 36 months of employment.											
Commercial Driver / Route Leadperson Fantastic 3	A, B \$ 47.81	D \$ 2.76	\$ 2.21	F \$ 12.40	F \$ 8.28	G \$ 3.35	\$ 8.00	H \$ 76.81	I \$ 100.72	I \$ 124.62	

### Footnotes

A. **New Hire Wages:** New hires shall work under the applicable percentage in the employee's classification. During 1st 12 months of employment - 80% of hourly wage. During 2nd 12 months of employment - 85% of hourly wage. During 3rd 12 months of employment - 90% of hourly wage. After completion of 36 months - 100% of hourly wage. See Section 5(e) of the Agreement for details.

B. Basic hourly rates increase a minimum of 3% and a maximum of 5 or 6% each year based on the increase in the BLS Consumer Price Index - All Urban Consumers for San Francisco-Oakland-San Jose area. See Section 5 of the Agreement for details.

C. Vacation rates vary based on length of employment. Employees are entitled to 1 week after 1 year of continuous employment; 2 weeks after 2 years; 3 weeks after 4 years; 4 weeks after 7 years; 5 weeks after 12 years; 6 weeks after 20 years; 7 weeks after 25 years; and 8 weeks after 30 years. Rate listed represents the vacation rate after 4 years. See Section 9 of the Agreement for details.

D. Vacation rates vary. (see Footnote C). The sample vacation rate shown here is for an employee who has been in the services of the employer continuously for 4 years and receives 3 weeks of vacation benefits.

E. Please see Section 8 of the Agreement for a list of recognized holidays.

F. Specific contribution requirements for Health and Welfare vary. Please refer to Section 11(a) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see attachment). They are estimates only. The Agreement provides that employees who work 80 hours per week or more per month receive the Recology Health, Life and Long-Term Disability Package.

G. Specific contribution pension requirements vary. Please refer to Section 11(e) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see following page). They are estimates only. Please contact the Teamsters Benefit Trust for detailed current rates.

H. Specific contribution requirements for Retirement Health Insurance vary. Please refer to Section 11(d) of the Agreement for details. The sample rate shown here is the average hourly employer contribution, as provided by Recology Sunset Scavenger and Recology Golden Gate (see following page). They are estimates only.

I. Vacation rates, Health & Welfare, Pension, and Retirement Health Insurance Rates under this agreement all vary, and the actual Hourly Rate may be higher or lower than the estimate shown here. Please refer to the Collective Bargaining Agreement for complete requirements.

## Summary of Attachment 11: Movers

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Northern California employers and the Northern California Carpenters Regional Council / Carpenters 46 Northern California Counties Conference Board in effect from September 1, 2017 through August 31, 2019 (**Attachment 11**). The chart does **NOT** include all the information contained in the Collective Bargaining Agreement. Please refer to **Attachment 11** for complete information on wages and fringe benefits.

CRAFT (JOURNEY LEVEL)	EMPLOYER PAYMENTS					STRAIGHT-TIME		OVERTIME HOURLY RATE	
	Basic Hourly Rate	A Health & Welfare	Annuity	Work Fee	Vacation	HOURS	TOTAL HOURLY RATE	1.5 X	2 X
Mover, Packer, Crater	\$ 19.85	\$ 10.30	\$ 1.15	\$ 0.83	\$ 1.05	8.00	\$ 33.18	\$ 43.11	\$ 53.03
Driver	\$ 20.12	\$ 10.30	\$ 1.15	\$ 0.83	\$ 1.05	8.00	\$ 33.45	\$ 43.51	\$ 53.57
Helper	\$ 19.85	\$ 10.30	\$ 1.15	\$ 0.83	\$ 1.05	8.00	\$ 33.18	\$ 43.11	\$ 53.03

### Footnotes

A. Contributions to the Health & Welfare plan shall be capped at 1800 hours per year. See Section 4.02 of the Agreement for details.

## Summary of Attachment 12 -- Trade Show and Convention Installers

This chart is a summary of the hourly rate and fringe benefits required by the Collective Bargaining Agreement between the Convention Services Employer and Allied Trades District Council 36, on behalf of Sign Display and Allied Crafts Local Union 510 in effect from April 1, 2015 to March 31, 2018. The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to the **Attachment 12** for complete information on wage and fringe benefits

			Base Rate	Vacation / Holiday	Medical	Pension	Training	Wages+Vac/Hol+Medical+ Pension+Training
			\$40.550	7%				
<b>Installers Classifications</b> <sup>A,B</sup>			<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>	<i>Per hour</i>
Journeyman A		ST	\$40.55	\$2.84	\$12.00	\$7.65	\$0.71	\$63.75
		OT	\$60.83	na	\$12.00	\$7.65	\$0.71	\$81.19
		DT	\$81.10	na	\$12.00	\$7.65	\$0.71	\$101.46
Primary Installer Foreperson	+ 11%	ST	\$45.01	\$3.15	\$12.00	\$7.65	\$0.71	\$68.52
		OT	\$67.52	na	\$12.00	\$7.65	\$0.71	\$87.88
		DT	\$90.02	na	\$12.00	\$7.65	\$0.71	\$110.38
Installer Leadperson	+ 10%	ST	\$44.61	\$3.06	\$12.00	\$7.65	\$0.71	\$68.03
		OT	\$66.92	na	\$12.00	\$7.65	\$0.71	\$87.28
		DT	\$89.22	na	\$12.00	\$7.65	\$0.71	\$109.58
Installer - Non- Journeyman B	70%	ST	\$28.39	na	\$12.00	\$7.65	\$0.71	\$48.75
		OT	\$42.59	na	\$12.00	\$7.65	\$0.71	\$62.95
		DT	\$56.78	na	\$12.00	\$7.65	\$0.71	\$77.14
Installer - Non- Journeyman C	55%	ST	\$22.30	na	\$12.00	na	\$0.71	\$35.01
		OT	\$33.45	na	\$12.00	na	\$0.71	\$46.16
		DT	\$44.60	na	\$12.00	na	\$0.71	\$57.31

A. See Article X of the Collective Bargaining Agreement (CBA) for descriptions of classifications. This table does not include all classifications in the CBA.

B. An additional 10% for High Time shall be added for work performed over three stories or 30' with a four hour minimum.

## Attachment 13: Summary of Broadcast Services Wages and Fringe Benefits

This chart summarizes the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Mira Mobile Television, Inc. and KELLEYCORE, and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC and its Local 119 / Bay Area Freelance Association in effect from April 1, 2014 to March 31, 2017 (**Attachment 13**). The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to **Attachment 13** for complete information on wages and fringe benefits.

### Sports Broadcasts

	Craft	Hourly Rate	Overtime (1.5 x hourly rate)	Day Rate (10 Hr. Minimum Call)	Health & Welfare @ \$7.96 x 10 hrs	Annuity @ 5%	Pension	Total Day Rate Wage + Benefits
1	Technical Director	\$ 67.06	\$ 100.59	\$ 704.14	\$ 79.60	\$ 35.21	\$ 13.50	\$ 832.45
2	Audio Mixer	\$ 65.38	\$ 98.07	\$ 686.49	\$ 79.60	\$ 34.32	\$ 13.50	\$ 813.91
3	Audio Assistant	\$ 38.89	\$ 58.33	\$ 408.33	\$ 79.60	\$ 20.42	\$ 13.50	\$ 521.84
4	Video Controller	\$ 51.35	\$ 77.03	\$ 539.21	\$ 79.60	\$ 26.96	\$ 13.50	\$ 659.27
5	Camera Operator	\$ 46.83	\$ 70.25	\$ 491.72	\$ 79.60	\$ 24.59	\$ 13.50	\$ 609.40
6	Handheld Camera	\$ 53.85	\$ 80.77	\$ 565.41	\$ 79.60	\$ 28.27	\$ 13.50	\$ 686.78
7	Camera Ultra Mo	\$ 50.05	\$ 75.08	\$ 525.54	\$ 79.60	\$ 26.28	\$ 13.50	\$ 644.92
8	Robotic Camera	\$ 52.18	\$ 78.27	\$ 547.87	\$ 79.60	\$ 27.39	\$ 13.50	\$ 668.36
9	Video Tape Recorder	\$ 46.83	\$ 70.25	\$ 491.72	\$ 79.60	\$ 24.59	\$ 13.50	\$ 609.40
10	Video Tape Recorder Ultra Mo	\$ 50.05	\$ 75.08	\$ 525.54	\$ 79.60	\$ 26.28	\$ 13.50	\$ 644.92
11	EVS/DDR	\$ 59.65	\$ 89.48	\$ 626.35	\$ 79.60	\$ 31.32	\$ 13.50	\$ 750.77
12	Graphics I (Graphics Operator)	\$ 51.35	\$ 77.03	\$ 539.21	\$ 79.60	\$ 26.96	\$ 13.50	\$ 659.27
13	Graphics Coordinator	\$ 35.84	\$ 53.76	\$ 376.33	\$ 79.60	\$ 18.82	\$ 13.50	\$ 488.25
14	Phone Assistant Director	\$ 35.96	\$ 53.94	\$ 377.59	\$ 79.60	\$ 18.88	\$ 13.50	\$ 489.57
15	Tape Assistant Director	\$ 41.34	\$ 62.01	\$ 434.08	\$ 79.60	\$ 21.70	\$ 13.50	\$ 548.89
16	Stage Manager	\$ 30.35	\$ 45.53	\$ 318.70	\$ 79.60	\$ 15.93	\$ 13.50	\$ 427.73
17	Graphic II	\$ 30.35	\$ 45.53	\$ 318.70	\$ 79.60	\$ 15.93	\$ 13.50	\$ 427.73
18	Statistician	\$ 26.32	\$ 39.48	\$ 276.33	\$ 79.60	\$ 13.82	\$ 13.50	\$ 383.24
19	Red Hat	\$ 30.35	\$ 45.53	\$ 318.70	\$ 79.60	\$ 15.93	\$ 13.50	\$ 427.73
20	Utility Technician	\$ 25.54	\$ 38.31	\$ 268.14	\$ 79.60	\$ 13.41	\$ 13.50	\$ 374.65
21	Parab	\$ 21.40	\$ 32.10	\$ 224.73	\$ 79.60	\$ 11.24	\$ 13.50	\$ 329.07
22	Runner	\$ 15.98	\$ 23.97	\$ 167.78	\$ 79.60	\$ 8.39	\$ 13.50	\$ 269.27

### Extras

#### Premium Pay

Video	7th Cam	\$ 48.10	11th Cam	\$ 240.52
	8th Cam	\$ 96.21	12th Cam	\$ 288.63
	9th Cam	\$ 144.31	13th Cam	\$ 336.73
	10th Cam	\$ 192.42	14th Cam	\$ 384.84
6 Channel DDR		\$ 68.68		
VTRX2		\$ 68.68	Day	
ENG		\$ 103.10	Day	
No Coordinator		\$ 133.45	Day	
Ultra Mo Cam	Hand Cam + \$3.15/hr	\$ 49.98	Hourly rate	
Ultra Mo VTR	VTR + \$3.15/hr	\$ 49.98	Hourly rate	

## Attachment 13: Summary of Broadcast Services Wages and Fringe Benefits

### Broadcast Services Rates 2017

#### Corporate / Entertainment

		Hourly Rate	Overtime 1.5	Day Rate (10 Hrs Paid at 10 Hr Minimum Call)	Health & Welfare Per Day @ \$7.96 /hr.	Annuity @ 5%	Pension	Total Day Rate Wage + Benefits
1	Technical Director	\$ 82.69	\$ 124.04	\$ 868.28	\$ 79.60	\$ 43.41	\$ 13.50	\$ 1,004.79
2	Audio Mixer A-1	\$ 68.92	\$ 103.37	\$ 723.62	\$ 79.60	\$ 36.18	\$ 13.50	\$ 852.90
3	Audio Assistant A-2	\$ 52.87	\$ 79.31	\$ 555.16	\$ 79.60	\$ 27.76	\$ 13.50	\$ 676.01
4	Video Controller	\$ 68.92	\$ 103.37	\$ 723.62	\$ 79.60	\$ 36.18	\$ 13.50	\$ 852.90
5	Camera Operator	\$ 62.02	\$ 93.03	\$ 651.18	\$ 79.60	\$ 32.56	\$ 13.50	\$ 776.84
6	Handheld Camera	\$ 70.79	\$ 106.19	\$ 743.33	\$ 79.60	\$ 37.17	\$ 13.50	\$ 873.59
7	Robotic Camera	\$ 64.71	\$ 97.06	\$ 679.43	\$ 79.60	\$ 33.97	\$ 13.50	\$ 806.50
8	Video Tape Recorder	\$ 62.02	\$ 93.03	\$ 651.18	\$ 79.60	\$ 32.56	\$ 13.50	\$ 776.84
9	EVS/DDR	\$ 68.92	\$ 103.37	\$ 723.62	\$ 79.60	\$ 36.18	\$ 13.50	\$ 852.90
10	Graphics I (Graphics Operator)	\$ 68.92	\$ 103.37	\$ 723.62	\$ 79.60	\$ 36.18	\$ 13.50	\$ 852.90
11	Graphics Coordinator	\$ 48.23	\$ 72.34	\$ 506.41	\$ 79.60	\$ 25.32	\$ 13.50	\$ 624.83
12	Phone Assistant Director	\$ 41.34	\$ 62.01	\$ 434.08	\$ 79.60	\$ 21.70	\$ 13.50	\$ 548.89
13	Tape Assistant Director	\$ 68.92	\$ 103.37	\$ 723.62	\$ 79.60	\$ 36.18	\$ 13.50	\$ 852.90
14	Stage Manager	\$ 48.23	\$ 72.34	\$ 506.41	\$ 79.60	\$ 25.32	\$ 13.50	\$ 624.83
15	Graphic II	\$ 37.63	\$ 56.45	\$ 395.13	\$ 79.60	\$ 19.76	\$ 13.50	\$ 507.98
16	Statistician	\$ 32.63	\$ 48.95	\$ 342.62	\$ 79.60	\$ 17.13	\$ 13.50	\$ 452.85
17	Red Hat	\$ 37.63	\$ 56.45	\$ 395.13	\$ 79.60	\$ 19.76	\$ 13.50	\$ 507.98
18	Utility Technician	\$ 31.72	\$ 47.58	\$ 333.05	\$ 79.60	\$ 16.65	\$ 13.50	\$ 442.80
19	Parab	\$ 26.53	\$ 39.80	\$ 278.60	\$ 79.60	\$ 13.93	\$ 13.50	\$ 385.64
20	Runner	\$ 20.68	\$ 31.02	\$ 217.10	\$ 79.60	\$ 10.86	\$ 13.50	\$ 321.05

751



## Summary of Attachment 14 : Loaders and Unloaders

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Freeman Exposition Inc., GES/Global Experience Specialists, Curtin Convention & Exposition Services, Inc., and all other signatory employers within the greater San Francisco Bay Area and Teamsters Local 2785, Local 287 and Local 70 in effect from April 1, 2017 to March 31, 2020. The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to **Attachment 14** for complete information on wages and fringe benefits.

CRAFT (JOURNEY LEVEL)	A	EMPLOYER PAYMENTS					STRAIGHT-TIME		OVERTIME HOURLY RATE	
		Basic Hourly Rate	Health & Welfare	Pension	Training	C Vacation varies by hours worked and at 3, 10, and 20 years	HOURS	TOTAL HOURLY RATE	1.5 X	2 X
Drivers		\$ 36.02	\$ 14.68	\$ 9.13	\$ 0.25	\$ 2.08	\$ 8.00	\$ 62.16	\$ 80.17	\$ 98.18
Forklift Operators		\$ 35.27	\$ 14.68	\$ 9.13	\$ 0.25	\$ 2.03	\$ 8.00	\$ 61.36	\$ 79.00	\$ 96.63
Helpers		\$ 34.95	\$ 14.68	\$ 9.13	\$ 0.25	\$ 2.02	\$ 8.00	\$ 61.03	\$ 78.51	\$ 95.98
Foremen	B	\$ 40.56	\$ 14.68	\$ 9.13	\$ 0.25	\$ 2.34	\$ 8.00	\$ 66.96	\$ 87.24	\$ 107.52

### Footnotes

A. Casual hires are paid a 5% premium over listed rates

B. Foremen are paid 15% over the Forklift Operator rate

C. Vacation rates are calculated in chart based on 3 year seniority byt vary and have years of service tiers that range from 40% to 100% depending on Hours/Weeks/Days

## Summary of Attachment 15: Security Employees

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Security Employers and Services Employees International Union, United Services Workers West in effect from June 12, 2013 through June 30, 2017 (Attachment 15). **The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to Attachment 15 for complete information on wages and fringe benefits.**

Journey Level	EMPLOYER PAYMENTS				STRAIGHT-TIME		OVERTIME HOURLY RATE	
	Basic Hourly Rate	A Health & Welfare	B Vacation (varies, w/ increases at year 1, 3, 6, & 15)	Holidays 8/Year	HOURS	TOTAL HOURLY RATE	1.5 X	2 X
Security Officer at 90 days	\$ 14.25	\$ 3.15	\$ 0.55	\$ 0.44	8	\$ 18.39	\$ 25.08	\$ 32.20
Security Officer at 3 years +1 dependent	\$ 14.25	\$ 5.58	\$ 0.55	\$ 0.44	8	\$ 20.82	\$ 27.51	\$ 34.63
Security Officer at 3 years +2 or more dependents	\$ 14.25	\$ 7.60	\$ 0.55	\$ 0.44	8	\$ 22.84	\$ 29.53	\$ 36.65

### Footnotes

A - Hourly amount based on premium amount less any payments by employee divided by 173 hours per month

Note: contributions for single employee begin at 90 days of service; dependent benefits with 3 years of service monthly premium value employee + 1 = \$1,090, employer + 2 or more = \$1,540, for which

Employer must pay entire premium less \$125 for Employee + 1 and less \$225 for Employee + 2 or more.

B - Vacation amount calculated at 3 years seniority

Attachment 17:  
Lists of Crafts Covered by  
Prevailing Wage Requirements



Alphabetical List of Crafts Covered by Prevailing Wage Requirements  
Including Determinations Made by the Director of Industrial Relations, State of California  
and  
Crafts Requiring Prevailing Wages Pursuant to San Francisco Administrative Code Sec. 21C

Classification	Determination	Attachment
Asbestos Removal Worker (Laborer)	Northern California DIR	2
Asbestos Worker, Heat And Frost Insulator	Northern California DIR	2
Boilermaker-Blacksmith	State DIR	1
Brick Tender	San Francisco DIR	3
Bricklayer, Blocklayer	San Francisco DIR	3
Broadcast Services	SF 21C	13
Building/Construction Inspector And Field Soils And Material Tester	Northern California DIR	2
Carpenter And Related Trades	Northern California DIR	2
Carpet, Linoleum,	San Francisco DIR	3
Cement Mason	Northern California DIR	2
Dredger Operating Engineer	Northern California DIR	2
Driver (On/Off-Hauling To/From Construction Site)	State DIR	1
Drywall Installer/Lather (Carpenter)	Northern California DIR	2
Electrical Utility Lineman (A)	State DIR	1
Electrical Utility Lineman (B)	State DIR	1
Electrical Utility Lineman (C)	State DIR	1
Electrician	San Francisco DIR	3
Elevator Constructor	Northern California DIR	2
Field Surveyor	San Francisco DIR	3
Glazier	San Francisco DIR	3
Iron Worker	State DIR	1
Janitorial Window Washers	SF 21C	7
Janitorial Services	SF 21C	6
Laborer And Related Classifications	Northern California DIR	2
Landscape Maintenance Laborer	Northern California DIR	2
Loading And Unloading	SF 21C	14
Marble Finisher	San Francisco DIR	3
Marble Mason	San Francisco DIR	3
Metal Roofing Systems Installer	State DIR	1
Modular Furniture Installer (Carpenter)	Northern California DIR	2
Motorbus Drivers	SF 21C	5
Moving Services	SF 21C	11
Operating Engineer	Northern California DIR	2
Operating Engineer (Building Construction)	Northern California DIR	2
Operating Engineer (Heavy And Highway Work)	Northern California DIR	2
Painter	San Francisco DIR	3
Parking And Highway Improvement Painter (Laborer)	Northern California DIR	2
Parking Garage Attendants	SF 21C	8
Pile Driver (Carpenter)	Northern California DIR	2
Pile Driver (Operating Engineer - Building Construction)	Northern California DIR	2
Pile Driver (Operating Engineer - Heavy And Highway Work)	Northern California DIR	2
Plaster Tender	San Francisco DIR	3
Plasterer	San Francisco DIR	3
Plumber	San Francisco DIR	3
Roofer	San Francisco DIR	3
Security Guard Services	SF 21C	15
Sheet Metal Worker	San Francisco DIR	3

List of Crafts Covered by Prevailing Wage  
 Determinations Made by the Director of Industrial Relations, State of California  
 and  
 Crafts Requiring Prevailing Wages Pursuant to San Francisco Administrative Code Sec. 21C

Slurry Seal Worker (Laborer)	Northern California DIR	2
Solid Waste Hauling	SF 21C	10
Stator Rewinder	State DIR	1
Steel Erector And Fabricator (Operating Engineer-Building Construction)	Northern California DIR	2
Steel Erector And Fabricator (Operating Engineer-Heavy And Highway Work) C	Northern California DIR	2
Teamster	Northern California DIR	2
Telecommunications Technician	State DIR	1
Telephone Installation Worker And Related Classifications	State DIR	1
Terrazzo Finisher	San Francisco DIR	3
Terrazzo Worker	San Francisco DIR	3
Theatrical Workers	SF 21C	9
Tile Finisher	San Francisco DIR	3
Tile Setter	San Francisco DIR	3
Trade Show And Special Events	SF 21C	12
Traffic Control/Lane Closure (Laborer)	Northern California DIR	2
Tree Maintenance (Laborer)	Northern California DIR	2
Tree Trimmer (High Voltage Line Clearance)	State DIR	1
Tunnel Worker (Laborer)	Northern California DIR	2
Tunnel/Underground (Operating Engineer-Heavy And Highway Work)	Northern California DIR	2
Water Well Driller	San Francisco DIR	3