

TRADE SHOW AND CONVENTION INSTALLER AGREEMENT

THIS AGREEMENT is made and entered in this April 1, 2012 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.

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 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.

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 30th 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.

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.

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 Journeyman Installers from one job or jobsite to another so long as no layoff 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. It is agreed that Building Trades workers from other unions shall be paid at the "B" rate after being properly dispatched.

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 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 3rd 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 3rd 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 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 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. 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.

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

F. PRIMARY FOREPERSON: A 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 510 Journeyman Installer. 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.

G. LEADPERSON: There shall be one Leadperson (journey person) 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.

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 Journey person 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.

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 Employer shall furnish the Employer with verification from the court of jury service.

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 consecutive 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 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

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 4/1/2012	effective 4/1/2013	effective 4/1/2014
INSTALLER - JOURNEYPerson "A"			
Straight Time Base Rate	\$37.10	\$37.30	\$37.50
7% Vacation/Holiday on ST wages only	<u>\$2.60</u>	<u>\$2.61</u>	<u>\$2.63</u>
Straight Time Rate (including 7% vacation/holiday)	\$39.70	\$39.91	\$40.13
Overtime Rate	\$55.65	\$55.95	\$56.25
Double Time Rate	\$74.20	\$74.60	\$75.00
INSTALLER FOREPERSON (11% over Journeyperson rate)			
Straight Time Rate (including 7% vacation/holiday)	\$44.07	\$44.30	\$44.54
Overtime Rate	\$61.77	\$62.10	\$62.45
Double Time Rate	\$82.36	\$82.80	\$83.26
INSTALLER LEADPERSON (10% over Journeyperson rate)			
Straight Time Rate (including 7% vacation/holiday)	\$43.67	\$43.90	\$44.14
Overtime Rate	\$61.22	\$61.55	\$61.88
Double Time Rate	\$81.62	\$82.06	\$82.50
APPRENTICE-LEVEL 1-60% of Journeyperson rate			
Straight Time Rate	\$22.26	\$22.38	\$22.50
7% Vacation/Holiday on ST wages only	\$1.56	\$1.57	\$1.58
Overtime Rate	\$33.39	\$33.57	\$33.75
Double Time Rate	\$44.52	\$44.76	\$45.00

APPRENTICE-LEVEL 2 -65% of Journeyperson rate

Straight Time Rate	\$24.12	\$24.25	\$24.38
7% Vacation/Holiday on ST wages only	\$1.69	\$1.70	\$1.71
Overtime Rate	\$36.18	\$36.38	\$36.57
Double Time Rate	\$48.24	\$48.50	\$48.76

APPRENTICE-LEVEL 3 -70% of Journeyperson rate

Straight Time Rate	\$25.97	\$26.11	\$26.25
7% Vacation/Holiday on ST wages only	\$1.82	\$1.83	\$1.84
Overtime Rate	\$38.96	\$39.17	\$39.38
Double Time Rate	\$51.94	\$52.22	\$52.50

APPRENTICE-LEVEL 4 -75% of Journeyperson rate

Straight Time Rate	\$27.83	\$27.98	\$28.13
7% Vacation/Holiday on ST wages only	\$1.95	\$1.96	\$1.97
Overtime Rate	\$41.75	\$41.97	\$42.20
Double Time Rate	\$55.66	\$55.96	\$56.26

APPRENTICE-LEVEL 5 -80% of Journeyperson rate

Straight Time Rate	\$29.68	\$29.84	\$30.00
7% Vacation/Holiday on ST wages only	\$2.08	\$2.09	\$2.10
Overtime Rate	\$44.52	\$44.76	\$45.00
Double Time Rate	\$59.36	\$59.68	\$60.00

APPRENTICE-LEVEL 6 -85% of Journeyperson rate

Straight Time Rate	\$31.54	\$31.71	\$31.88
7% Vacation/Holiday on ST wages only	\$2.21	\$2.22	\$2.23
Overtime Rate	\$47.31	\$47.57	\$47.82
Double Time Rate	\$63.08	\$63.42	\$63.76

APPRENTICE-LEVEL 7 -90% of Journeyperson rate

Straight Time Rate	\$33.39	\$33.57	\$33.75
7% Vacation/Holiday on ST wages only	\$2.34	\$2.35	\$2.36
Overtime Rate	\$50.09	\$50.36	\$50.63
Double Time Rate	\$66.78	\$67.14	\$67.50

APPRENTICE-LEVEL 8 -95% of Journeyperson rate

Straight Time Rate	\$35.25	\$35.44	\$35.63
7% Vacation/Holiday on ST wages only	\$2.47	\$2.48	\$2.49
Overtime Rate	\$52.88	\$53.16	\$53.45
Double Time Rate	\$70.50	\$70.88	\$71.26

INSTALLER - NON-JOURNEYPERSON "B"

(70% of Journeyperson rate)

Straight Time Rate	\$25.97	\$26.11	\$26.25
Overtime Rate	\$38.96	\$39.17	\$39.38
Double Time Rate	\$51.94	\$52.22	\$52.50

INSTALLER - NON-JOURNEYPERSON "C"

(55% of Journeyperson rate)

Straight Time Rate	\$20.41	\$20.52	\$20.63
Overtime Rate	\$30.62	\$30.78	\$30.95
Double Time Rate	\$40.82	\$41.04	\$41.26

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

Straight Time Rate	\$39.76	\$39.91	\$40.06
Overtime Rate	\$59.64	\$59.87	\$60.09
Double Time Rate	\$79.52	\$79.82	\$80.12

FOREPERSON REGULAR

(11% over Regular rate)

Straight Time Rate	\$44.13	\$44.30	\$44.47
Overtime Rate	\$66.20	\$66.45	\$66.71
Double Time Rate	\$88.26	\$88.60	\$88.94

LEADPERSON REGULAR

(10% over Regular rate)

Straight Time Rate	\$43.74	\$43.90	\$44.07
Overtime Rate	\$65.61	\$65.85	\$66.11
Double Time Rate	\$87.48	\$87.80	\$88.14

E. PAYDAY: Each Employer shall designate a weekly payday of Tuesday, Wednesday or Thursday. Employees shall be paid on the same day each week. 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, or 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. 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.

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. SURETY BOND: Each Employer shall post a \$40,000 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.

H. 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 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 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.

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.
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 Journeyman 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: claw hammer; pliers; one small and one large flat screwdriver; one medium Phillips screwdriver; 6" to 10" crescent wrench; 30 ft. or larger tape measure; Stanley or equivalent utility knife; diagonal or side cutters; work apron with pockets or tool belt with pouch; one metric and one standard Allen wrench set; cushion back carpet cutter; chalk line; small pry bar; pen or pencil; staple gun (Markwell L4, Arrow JT21 or equivalent); ratchet and appropriate sockets for modular systems. Installers shall have their tools readily available. Any Installer or Apprentice reporting to work without their required tools shall be subject to dismissal for that workday. The Employer shall supply staples, industrial rated ladders, and an adequate first aid kit.

Journeyman Installers shall have a hand held rechargeable battery operated drill motor as a required tool.

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 composed 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 Medical Program for all hours paid or owed for employees covered by this Agreement.

	effective 4/1/2012	effective 4/1/2013	effective 4/1/2014
Installers/Apprentices	\$10.70	\$11.20	\$11.70
Regular	\$9.45	\$9.95	\$10.45

B. Payments are due and payable into the Medical Program between the first and fifteenth day of each month, provided that the Employers receive the necessary forms and data by the first of the month.

C. Said Medical Program shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto.

D. The Union may defer wages to the Medical Plan during the term of this Agreement. (See Article XV, section H)

ARTICLE XXII. PENSION PROGRAM.

A. Effective April 1, 2012 each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Pension Program for all hours paid or owed for employees (excluding 'C' list installers) covered by this Agreement.

	effective 4/1/2012	effective 4/1/2013	effective 4/1/2014
Installers/Apprentices	\$5.65	\$5.65	\$6.15
Regular	\$4.50	\$4.85	\$5.35

B. Payments are due and payable into the Pension Program between the first and fifteenth day of each month, provided that the Employers receive the necessary forms and data by the first of the month.

C. The Sign, Pictorial and Display Pension 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 this Agreement agrees to be bound by all of the terms and conditions of said Trust Agreement and any amendments thereto now in force or hereafter adopted.

D. The Union may defer wages to the Pension Plan during the term of this Agreement. (See Article XV, section H)

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 fifteenth (15th) day of the month following the month when the work was performed by employees of Employers whose principal place of business is located within the State of California and on or before the twentieth (20th) day of the month following the month when the work was performed by employees of Employers whose principal place of business is located outside the State of California.

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 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 the Employer paid fringe benefit contributions which were less than the amount due, by at least ten percent (10%) of all contributions 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.

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.

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 7th 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.

ARTICLE XXIX. JOINT APPRENTICESHIP TRAINING COMMITTEE.

A. The Employer agrees to contribute to a Trust Fund for a Training Program on all hours paid or owed for all classifications covered by this agreement according to the following schedule:

April 1, 2012	\$0.60 per hour
April 1, 2013	\$0.64 per hour
April 1, 2014	\$0.66 per hour

B. The JATC and the Health & Safety Committee shall consist of Four Employer appointed Trustees, who each shall maintain an employment relationship with an Employer signatory to this Agreement; and four Union appointed Trustees, three of whom shall be Business Representatives of District Council 36 and one of whom, shall be a rank and file member of Local 510. The JATC shall select and employ a Training Coordinator as required. Such individual shall take direction from and be responsible to the JATC.

C. A description of the JATC program is contained in Appendix "B" at the end of the Agreement and shall be under the direction and administration of the JATC.

1. All newly hired trainees shall be required to complete the Training Program established by the JATC for all installers.
2. The JATC shall maintain a current list of an adequate number of trained and accredited riggers. Such list shall be distributed to the designated operations manager of each Employer. The Employer shall only use JATC trained and accredited riggers when performing a rigging function with employees covered by this Agreement.
3. Any dispute the Trustees are unable to resolve shall be submitted to an independent arbitrator for final and binding arbitration. The arbitrator shall be selected by the Safety Committee trustees and the costs of the arbitration will be paid by the JATC fund. The Fund will not pay any attorney fees, and attorneys will not be employed to argue the dispute.

D. The duties of the Health and Safety Committee shall include:

1. Each Employer verifying that all new hires are capable of safely operating all power tools and are familiar with all safety regulations
2. Holding regular meetings quarterly or in executive session as they deem necessary
3. Preparing and making available to affected employees, written records of the safety and health issues discussed at the committee meetings and, maintained for review by CAL OSHA upon request
4. Reviewing results of periodic, scheduled worksite inspections
5. Reviewing investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submits suggestions to management for the prevention of future incidents
6. Reviewing investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own

inspection and investigation to assist in remedial solutions

7. Submitting recommendations to assist in the evaluation of employee safety suggestions
8. Upon request from CAL OSHA, verifying abatement action taken by the employer to abate citations issued by CAL OSHA
9. Settling disputes through the Grievance Procedure, Article VIII. The Employer will be responsible for implementing and enforcing safety rules
10. Establishment of Health and Safety policies for the Industry

E. In the event either party is not satisfied with a decision of the JATC, the matter may be appealed through the Grievance and Arbitration Procedure.

F. The Drug-Free Workplace Policy set forth in Appendix "C" at the end of this agreement and is incorporated by reference herein.

G. 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 acknowledged and treated as a Journeyman Installer if he or she has met the requirements in that classification and can perform, without assistance, the work commonly associated with the Installer classification. (1) To insure the high degree of professional work standards the parties agree that if the skill and proficiency of a journeyman is questionable the following procedure may be initiated by any two of the following three: foreperson, steward, production manager. (a) The affected journeyman shall be referred to a Joint Review Panel composed of one Union member and one Employer member appointed by and responsible to the JATC. (b) The Training Coordinator shall consult with and advise the Panel of his/her recommendations. (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 authority or responsibility to take or recommend discipline or discharge action. Determinations of the Panel shall not be subject to the grievance procedure. Either party may request a review of any Panel determination by the JATC. The JATC shall maintain continuing educational programs and refresher courses as needed including certification classes.

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, 2012, the contribution rate will be twelve (\$0.12) cents per hour for each hour paid or owed. Payments are due and payable into the LMC Fund between the first and fifteenth day of each month, provided that the Employers receive the necessary forms and data by the first of the month.

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.

ARTICLE XXXII. 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 contract.

ARTICLE XXXIII. TERMINATION OF CONTRACT

A. The understanding shall be the basis of the working Agreement between the two principals above-mentioned for a period beginning April 1st, 2012 to March 31, 2015, 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: _____ DATED: _____
Joseph B. Toback, Business Representative

SIGNATURE: _____ DATED: _____
Grant Mitchell, Business Manager

FOR THE EMPLOYER

COMPANY: _____

SIGNATURE: _____ DATED: _____

PRINT NAME: _____

JBT/jlw-opeiu-3-afl-cio(147)

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, estimated to be fifty dollars (\$50.00) per year, 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) – The A List consists of: (i) persons who qualified for the A List before August 1, 2011; and (ii) persons who have fulfilled the Apprentice 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 – The B List consists of individuals who have worked 72 hours or more and are not on the A List. These workers shall be listed alphabetically.
3. List C – The C List contains all individuals not on the A List or the B List who desire employment as installers with Employers who are

signatory to collective bargaining agreements with the Union. These workers shall be listed by order of registration.

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 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 four 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.

E. Continuing Registration

1. List A, Apprentices, and List B. All persons registered for List A, the Apprentice Program, or List B shall remain permanently registered provided they (1) continue to meet the qualifications for the list they are on, and (2) either (i) remain members in good standing of the Union, or (ii) make timely payment of their training fees. Any person on Lists A or

B who fails to remain a member in good standing, or who fails to make timely payment of his registration fee, shall have his registration terminated until such time as he becomes a member in good standing or pays his training fee.

2. List C. Registration fee for List C shall be valid only during the calendar year of the registration. At the end of each calendar year, all persons on List C who wish to remain registered for that list shall be required to (1) re-register for the following year and (2) either (i) be members in good standing of the Union, or (ii) make timely payment of their training fee. Past 'B' and 'C' listers must reregister (under rules established by Local 510) prior to being dispatched.

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 an alphabetical rotation system.

C. Order of Dispatch for List C. Thereafter, if more workers are needed, persons on List C shall be dispatched in order of registration and by rotation.

D. Order of Dispatch after List C (Extras). Thereafter, if more workers are needed, workers shall be dispatched from the most reasonable source of workers available.

E. 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.

F. 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.

G. 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.

APPENDIX B **BUILDER (INSTALLER) APPRENTICESHIP PROGRAM**

The Employer and the Union declare it to be their purpose and policy to maintain an organized, planned system of apprenticeship, conducted as a joint labor and management industry undertaking. These standards have, therefore, been adopted and agreed upon under the Shelley-Maloney Apprentice Labor Standards Act of 1939, as amended, to govern the employment and training of apprentices in the trade, craft or occupation described in this agreement.

Initial Requirements for Apprenticeship Applicants:

1. 18 years of age, high school diploma, GED or equivalent
2. Must have valid California State Driver's License
3. Must pass a physical functional assessment test
4. Must pass an Iso-Kinetic Test (conducted by outside agency)
5. Must pass a basic math test (conducted by outside agency)
6. Must pass a pre-employment drug screening (conforming to Local 510 Drug Policy)
7. Must provide resume outlining qualifications and prior experience
8. Must submit to an interview conducted by a JATC panel

Acceptance in Program: All apprentices must agree to sign a contract that defines their indentured status and agree to all conditions and requirements set for them by the JATC over the course of their apprenticeship.

Apprenticeship Term and Wage Scale: 4800 hours of work experience within a 48 month period. Defined graded wage standards as follows:

- First 6 months in program: 60% of Journeyperson "A" rate
- 6 - 12 qualifying months in program: 65% of Journeyperson "A" Rate
- 12 – 18 qualifying months in program: 70% of Journeyperson "A" rate
- 18 – 24 qualifying months in program: 75% of Journeyperson "A" rate
- 24 – 30 qualifying months in program: 80% of Journeyperson "A" rate
- 30 – 36 qualifying months in program: 85% of Journeyperson "A" rate
- 36 - 42 qualifying months in program: 90% of Journeyperson "A" Rate
- 42 – 48 qualifying months in program: 95% of Journeyperson "A" rate

The Apprentice benefit package will be the same as the Installer benefit package. In order for an Apprentice to qualify to move to the next level of the program he/she must work 600 hours in that period. In addition to their on-the-job training all apprentices shall also be required to complete a minimum of 160 hours per

year of training class time.

Membership: After 30 days apprentices shall sign up as members of Local 510 and must maintain membership in good standing to remain in the apprentice program.

Probationary Period: All apprentices shall undergo a six month and 500 hour probationary period at which time they may be removed from the Apprenticeship Program with no recourse.

Program Oversight: The JATC will monitor the Apprenticeship Program, under the direction of the JATC Training Coordinator and Local 510's Dispatch. The JATC will meet quarterly and will conduct a yearly review of apprenticeship performance evaluation, as well as all requirements and conditions of the program. Requirements may be added or changed in the course of apprenticeship as determined by the JATC.

Appeals: All appeals shall be submitted to the JATC, in writing, and may be heard by a designated panel representing the JATC. No appeals will be considered "in-person", unless specifically requested by the JATC.

APPENDIX C **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.

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, blood 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;
 - 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, breath and/or blood 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

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.

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 Policy.