



# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

EDWIN M. LEE  
MAYOR

Sent Via Electronic Mail

November 10, 2016

GINA M. ROCCANOVA  
PRESIDENT

KATE FAVETTI  
VICE PRESIDENT

DOUGLAS S. CHAN  
COMMISSIONER

SCOTT R. HELDFOND  
COMMISSIONER

## NOTICE OF CIVIL SERVICE COMMISSION MEETING

**SUBJECT: CERTIFICATION OF THE HIGHEST PREVAILING RATE OF WAGES OF COMMERCIAL VEHICLE LOADING AND UNLOADING ON CITY DEPARTMENT.**

The above matter will be considered by the Civil Service Commission at a meeting to be held on November 21, 2016 at 2:00 p.m. in Room 400, Fourth Floor, City Hall, 1 Dr. Carlton B. Goodlett Place.

This item will appear on the Consent Agenda. Please refer to the attached Notice for procedural and other information about Commission hearings.

Attendance by you or an authorized representative is welcome. Should you or your representative not attend, the Commission will rule on the information previously submitted and testimony provided at its meeting. All calendared items will be heard and resolved at this time unless good reasons are presented for a continuance.

MICHAEL L. BROWN  
EXECUTIVE OFFICER

*All non-privileged materials being considered by the Civil Service Commission for this item are available for public inspection and copying at the Civil Service Commission office Monday through Friday from 8:00 a.m. to 5:00 p.m.*

CIVIL SERVICE COMMISSION

MICHAEL L. BROWN  
Executive Officer

### Attachment

- Cc: Matthew Lee, City Attorney's Office  
 Shamica Jackson, Public Utilities Commission  
 Masood Ordikhani, Public Utilities Commission  
 Bill Wong, Airport  
 Emylene Aspilla, Airport  
 John Noguchi, Convention Facilities  
 Suzanne Mason, Department of Human Resources  
 Steve Ponder, Department of Human Resources  
 Donald Ellison, Municipal Transportation Agency  
 Lavena Holmes, Port Commission  
 Jaci Fong, Office of Contract Administration  
 Patrick Mulligan, Office of Labor Standards Enforcement  
 Sean McFadden, Recreation and Park Department  
 Toks Ajike, Recreation and Park Department  
 Maurice Williams, Department of Public Works

THIS DOCUMENT SUPPORTS  
CALENDAR ITEM 9



## **Morganti, Luz (CSC)**

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**From:** Morganti, Luz (CSC)  
**Sent:** Thursday, November 10, 2016 9:56 AM  
**To:** Lee, Matthew (CAT); Jackson, Shamica (PUC); Ordikhani, Masood (PUC); Noguchi, John (ADM); Mason, Suzanne (HRD); Ponder, Steve (HRD); Ellison, Donald (MTA); Holmes, Lavena (PRT); Fong, Jaci (ADM); McFadden, Sean (REC); Ajike, Toks (REC); Williams, Maurice (DPW); Bill Wong (AIR); Emylene Aspilla (AIR); Mulligan, Pat (ADM)  
**Cc:** Brown, Michael (CSC); Eng, Sandra (CSC); Morganti, Luz (CSC)  
**Subject:** FW: Notice of Meeting - Certification of the Highest Prevailing Rate of Wages of Commercial Vehicle Loading and Unloading on City Department  
**Attachments:** Cert. Prevailing Rate of Wages.pdf

Dear Colleagues,

Please see the attached NOTICE OF CIVIL SERVICE COMMISSION MEETING regarding the Certification of the Highest Prevailing Rate of Wages of Commercial Vehicle Loading and Unloading on City Department; scheduled before the Civil Service Commission for its review during its meeting of November 21, 2016. This shall serve as formal notifications; you will not receive a hard copy via U.S. or Inter-Office mail.

Sincerely,

Luz Morganti  
Civil Service Commission







# CIVIL SERVICE COMMISSION CITY AND COUNTY OF SAN FRANCISCO

## CIVIL SERVICE COMMISSION REPORT TRANSMITTAL (FORM 22)

Refer to Civil Service Commission Procedure for Staff - Submission of Written Reports for Instructions on Completing and Processing this Form

1. Civil Service Commission Register Number: 0365 - 14 - 3
2. For Civil Service Commission Meeting of: November 21, 2016
3. Check One:           Ratification Agenda  
                                   Consent Agenda                   X  
                                   Regular Agenda  
                                   Human Resources Director's Report
4. Subject: Certification of the Highest Prevailing Rate of Wages of Commercial Vehicle Loading and Unloading on City Property
5. Recommendation: Adopt the report of the Office of Labor Standards Enforcement
6. Report prepared by: Benjamin Weber Telephone number: (415) 554-6277
7.                               Notifications: See Attachment
8. Reviewed and approved for Civil Service Commission Agenda:

Human Resources Director:

Date:

9. Submit the original time-stamped copy of this form and person(s) to be notified (see Item 7 above) along with the required copies of the report to:

Executive Officer  
Civil Service Commission  
25 Van Ness Avenue, Suite 720  
San Francisco, CA 94102

10. Receipt-stamp this form in the ACSC RECEIPT STAMP box to the right using the time-stamp in the CSC Office.

Attachment

**CSC RECEIPT STAMP**

RECEIVED  
EXECUTIVE OFFICER  
CIVIL SERVICE COMMISSION  
SAN FRANCISCO

2016 NOV 21 9 PM 1:3



**Notifications:**

Matthew Lee  
Deputy City Attorney  
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1 Dr. Carlton B. Goodlett Place, Room 325  
San Francisco, CA 94103

Shamica Jackson  
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1155 Market Street, 9<sup>th</sup> Floor  
San Francisco, CA 94103

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Director  
Workforce and Economic Program Services  
Bureau  
Public Utilities Commission  
525 Golden Gate Ave 9<sup>th</sup> Floor  
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San Francisco, CA 94103

Martin Gran  
Employee Relations Director  
Employee Relations Division  
Human Resources Department  
1 South Van Ness Ave., Fourth Floor  
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San Francisco, CA 94102

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San Francisco Municipal Transportation  
Agency  
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San Francisco, CA 94102

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Human Resources Manager  
Port Commission  
Ferry Building  
San Francisco, CA 94111

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San Francisco, CA 94102

Patrick Mulligan  
Office of Labor Standards Enforcement  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

Sean McFadden  
Manager, Purchasing and Contracts  
Recreation and Park Department  
McLaren Lodge, 501 Stanyan Street  
SF, CA 94117

Toks Ajike  
Project Director  
Recreation and Park Department  
30 Van Ness Avenue, 3rd Floor  
SF, CA 94102

Maurice Williams  
Department of Public Works  
1680 Mission Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103





GENERAL SERVICES AGENCY  
OFFICE OF LABOR STANDARDS ENFORCEMENT  
PATRICK MULLIGAN, DIRECTOR



DATE: November 11<sup>th</sup>, 2016

TO: The Honorable Civil Service Commission

SUBJECT: Certification of the Highest Prevailing Rate of Wages for Commercial Vehicle Loading and Unloading on City Property

RECOMMENDATION: Adopt Report; Forward to Board of Supervisors

On October 4, 2016, the Board of Supervisors passed Ordinance No. 187-16 amending Administrative Code 21.C to require that prevailing wages be paid for work loading or unloading materials, good, or products for special events and shows on City property, and the driving of Commercial Vehicles for that purpose.

The Ordinance becomes operative upon the initial setting by the Board of Supervisors of a Prevailing Rate of Wages for loading, unloading, and driving Commercial Vehicles on City property. Administrative Code Section 21C.10(e)(1) requires that the Civil Service Commission submit to the Board of Supervisors data on Prevailing Rate of Wages for loading, unloading, and driving Commercial Vehicles on City property no later than 120 days after the effective date of the Ordinance.

**Attachment 1** is the current Collective Bargaining Agreement between Freeman Exposition Inc., GES/Global Experience Specialists, Curtin Convention & Exposition Services, Inc., and all other signatory employers within the greater San Francisco Bay Area and Teamsters Local 2785, Local 287 and Local 70. This Agreement is in effect from April 1, 2014 through March 31, 2017.

Administrative Code Section 21C.7(c)(1) requires that the Civil Service Commission provide data for each craft, classification, and type of work on: (1) the basic hourly wage rate and (2) the hourly rate of each fringe benefit, which together equal the hourly prevailing rate of wages.

**Attachment 2** is the summary table with the rates. This table is for reference only and may not include all of the information on prevailing basic hourly wages and fringe benefits described in the Agreement.

The Office of Labor Standards Enforcement (OLSE) recommends that the Civil Service Commission certify the Collective Bargaining Agreement, which reflects the highest prevailing rate of wages paid loading or unloading materials, good, or products for special events and shows on City property, and the driving of Commercial Vehicles for that purpose. If the Civil Service Commission certifies these rates, companion legislation effectuating such proposed changes should be drafted by the City Attorney and transmitted to the Board of Supervisors concurrently with the certification.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Patrick Mulligan".

Patrick Mulligan  
Director  
Office of Labor Standards Enforcement





## Attachment 1

### Prevailing Wage Determination

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

**CONVENTION & TRADE**  
**SHOW AGREEMENT**

**Between**

**Teamsters Local 2785**

**Teamsters Local 287**

**Teamsters Local 70**

**April 1<sup>st</sup>, 2014 to March 31<sup>st</sup>, 2017**

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**AGREEMENT**

**BY AND BETWEEN**

**FREEMAN EXPOSITION. INC.**

**GES/GLOBAL EXPERIENCE SPECIALISTS**

**CURTIN CONVENTION & EXPOSITION SERVICES, INC.**

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

**AND**

**TEAMSTERS LOCAL 2785, LOCAL 287 AND LOCAL 70**

**TERM OF AGREEMENT APRIL 1, 2014 TO MARCH 31, 2017**

**PREAMBLE**

This Agreement is made and entered into as of April 1, 2014, by and between Freeman Exposition, Inc., GES/Global Experience Specialist and Curtin Convention & Exposition Services, Inc. hereinafter referred to as the "Employer" or "Company" and the Teamsters Local Unions Nos. 2785, Local 287 and Local 70, hereinafter referred to as the "Union".

**ARTICLE I - UNION SECURITY**

**SECTION 1- RECOGNITION**

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

**SECTION 2 - UNION MEMBERSHIP**

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

**SECTION 3 - SCOPE OF AGREEMENT**

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



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

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

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

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

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

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

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

## LICENSE REQUIREMENTS

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

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

## HIRING STANDARDS

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

## NOTIFICATION

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

## HOLD HARMLESS

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

## SECTION 5 - JOINT TRAINING COMMITTEE

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

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



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

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

Effective April 1, 2014, the hourly rate shall be twenty-five (\$.25) cents, or on such other date to be determined by the JTC, each signatory Employer shall contribute an amount hourly during this contract term, to the Trust Fund, for each hour paid or worked by employees covered by this Agreement to the Tradeshow Contractors and Teamsters Local 2785 Joint Training Trust Fund. The parties shall be bound to the Trust Fund Document, as amended from time to time by the JTC (which may include changes to the hourly contribution rate), as though they had actually signed the same.

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

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

### **ARTICLE II**

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

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

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

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



**SENIORITY SHALL BE CONSIDERED BROKEN BY:**

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## **SECTION 7 - CHANGE OF OPERATIONS**

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

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

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

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

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

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

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

### **ARTICLE III - OVERTIME**

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

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

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

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



### **SECTION 3 - SUBSISTENCE EXPENSE**

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

### **ARTICLE IV - WORK NOT INCLUDED**

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

### **ARTICLE V - PROTECTION OF RIGHTS**

#### **SECTION 1 - PICKET LINES**

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

#### **SECTION 2 - STRUCK GOODS**

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

#### **SECTION 3**

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

### **ARTICLE VI - UNAUTHORIZED WORK STOPPAGE**

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

## ARTICLE VII - GRIEVANCE PROCEDURE

### SECTION 1 - INITIAL HANDLING

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

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

### SECTION 2 - LABOR MANAGEMENT COMMITTEE

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

**ARTICLE VIII - HOLIDAYS**

The following days have been agreed upon as Holidays:

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

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

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

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

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

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

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

**ARTICLE IX - VACATIONS**

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

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

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

**SECTION 2 - PRO RATA SCHEDULE**

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

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

**SECTION 3 - ONE TO THREE YEARS**

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

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



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

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

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

Seniority is to be considered in choice of vacation periods.

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE X - WORK RULES

### SECTION 1 -WORK JURISDICTION

Only persons working under the jurisdiction of this Agreement shall:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **SECTION 6 - PAYDAY**

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

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

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



## **SECTION 7 - STEWARDS**

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

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

Job Stewards and Alternates have no authority to take strike action, or any action interrupting the Employer's business, except as authorized by official action of the Local Union. The Stewards and their Alternates shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized action, slowdown or work stoppage in violation of this Agreement.

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

## **SECTION 8 - OPERATING REQUIREMENTS**

### **(A) DEFECTIVE EQUIPMENT**

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

**(B) TRAFFIC CITATIONS**

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

**(C) DMV RECORDS**

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

**(D) SENIORITY LIST**

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

**(E) TIME CARD**

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

**(F) MAINTENANCE OF SANITARY FACILITIES**

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

**(G) COMPANY MEETINGS**

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



**(H) INSPECTION PRIVILEGES**

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

**(I) EXTRA CONTRACT AGREEMENTS**

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

**SECTION 9 - NON-DISCRIMINATION**

**(A) NON-DISABLING HANDICAP**

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

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

**(C) AGE**

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



**(D) BLACKLISTING**

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

**(E) UNION ACTIVITIES**

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

**(F) EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

**SECTION 10 - TELEPHONE CALLS**

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

**SECTION 11 - NEW METHODS**

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

## **SECTION 12 - DUES CHECK-OFF**

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

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

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

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

## **ARTICLE XI - WORK HOURS**

### **SECTION 1 - HOURS**

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



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

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

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

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

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

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

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

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

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



**SECTION 6 - REST PERIOD**

All employees may take a rest period of fifteen (15) minutes approximately midway through the first half of their regular shift and midway through the second half of their regular shift. All employees who work, either prior to or beyond their regular shift may take a rest break of fifteen (15) minutes after two (2) hours of work, and a rest break of thirty (30) minutes after four (4) hours of work.

**SECTION 7 - LUNCH PERIOD**

One (1) hour shall be allowed for lunch, any time after four (4) hours have been worked, but lunch must be completed before the sixth hour of work begins.

**SECTION 8 - EMPLOYEE NOTIFICATION FOR WEEKEND WORK**

Employees desiring to work weekends shall notify the Employer by one o'clock (1:00 P.M.) Thursday of their availability for such work. Any employee who fails to so notify the Employer shall not be assigned to work weekends.

**SECTION 9 - SHOW SITE ALLOWANCE**

Regular Seniority employees scheduled to report directly to a show site shall receive, on each day worked, a show site allowance of ten (\$10.00) dollars. At the option of the employee, actual parking expense up to a maximum of seventeen (\$17.00) dollars, substantiated by receipt, shall be paid for each day, worked at a show site in lieu of the ten (\$10.00) dollars show site allowance.

**ARTICLE XII - HOURLY WAGE RATES**

**SECTION 1 - CLASSIFICATIONS**

The following hourly wage rates apply to both regular seniority and casual employees.

| <u>Effective Date:</u> | <u>*Class 1 Drivers:</u> | <u>Forklift Operators:</u> | <u>Helpers:</u> |
|------------------------|--------------------------|----------------------------|-----------------|
| 4/1/2014               | \$32.82                  | \$32.07                    | \$31.75         |
| 4/1/2015               | \$33.57                  | \$32.82                    | \$32.50         |
| 4/1/2016               | \$34.32                  | \$33.57                    | \$33.25         |

\* Regular Seniority Class 1 Drivers shall be paid the Driver rate of pay for all compensable hours. Casual Class 1 Drivers called by name or dispatched to the Employer for a driver position shall be paid at the Driver rate of pay for all duty hours assigned to such Driver position of that particular call irrespective of actual hours spent driving.

Seniority regular foremen, seniority assigned foremen and casual assigned foremen shall be paid fifteen percent (15%) percent over the Forklift Operator rate.

The Union may divert part or all of any scheduled pay increases to pension.

## **SECTION 2 - NON-SENIORITY EMPLOYEES**

Four (4) hours shall constitute a minimum day's work for casual (non-seniority) employees. All Saturday work shall be paid at the time and one-half (1.5X) rate.

All Sunday and holiday work shall be paid at the double (2.0X) time rate. All work performed before eight o'clock (8:00 A.M.) and after five o'clock (5:00 P.M.) Monday through Friday inclusive' shall be paid at time and one-half (1.5X) rate.

All casual employees shall received a five percent (5%) premium in addition for all hours worked, including overtime, for purposes of provided paid days off (PDO's) in lieu of vacation, sick leave and holiday benefits provided to regular seniority employees.

## **SECTION 3 - WORK IN HIGHER CLASSIFICATION**

When an employee is assigned to a job classification for at least four (4) hours which is higher than his/her regular job classification, he/she shall receive the rate of pay for the higher classification for all hours worked that day.

## **SECTION 4 - MACHINERY HANDLING**

Any employee handling machinery or other unusually heavy pieces requiring use of jacks and rollers shall receive five (\$5.00) dollars additional per day. This differential shall not be applicable to shipments of freight where hoisting, cribbing, rollers and planks are necessary.

## **ARTICLE XIII - SICK LEAVE**

All seniority employees with four (4) months of service or more on April 1 of each year shall received the following sick leave allowance: one (1) day of paid sick leave for each month of service up to a maximum of ten (10) days in any contract year.

To receive sick leave pay for the first (1<sup>st</sup>) day of any illness, notice of intended absence shall be given his/her Employer at least one (1) hour before starting time and provided the Employer has a representative available to receive such notice.

Effective July 1, 1992 employees shall accumulate a maximum of ten (10) days of unused sick leave per contract year, not to exceed thirty (30) days of such paid sick leave. Once during each contract year, an employee may cash out his earned but unused sick leave upon fifteen (15) days notice to the employer.

Any employee who has sick leave credit and is drawing disability insurance or worker's compensation shall, at his/her request, be paid the difference between such benefit payments and his/her straight-time earnings for such time benefit payments are made. These payments shall be charged to the employee's sick leave credit. The request for this procedure shall be made by the employee in writing.

Upon retirement, resignation, discharge or death, an employee or his/her estate shall collect cash payment for all unused accumulated sick leave.



In the event of injury on the job, an employee shall be entitled to the full day's pay.

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

#### **ARTICLE XIV - HEALTH AND WELFARE**

##### **SECTION 1 - HEALTH AND WELFARE PLAN - TEAMSTERS BENEFIT TRUST - PLAN I-85**

The parties acknowledge that a jointly administered trust fund established under Section 302 of the National Labor Relations Act and called Teamster Benefit Trust Fund, has for many years administered various employee benefit programs for employees covered by Collective Bargaining Agreements to which the Union is a party. The parties hereby agree for the term of this Agreement, and for so long thereafter as negotiations are conducted for a successor agreement to continue participation in said programs. Accordingly, the parties accept and agree to be bound by the Trust Agreement pursuant to which the Fund operates, and by the rules, regulations and policies, which the Trustees of the Fund shall from time to time promulgate for the administration of the Fund's programs.

##### **SECTION 2 - EMPLOYEE BENEFIT PROGRAMS**

The employee benefit programs which are presently in effect for active employees, and which shall continue during the term of this Agreement subject to such modifications as the Trustees may make, pursuant to their authority under the Trust Agreement of the Fund, include medical and hospital benefits, dental benefits, vision care benefits, prescription drug benefits, life and accident insurance, sick benefits and additional death benefits.

The benefit programs for retired employees which are presently in effect include medical and hospital benefits, vision care benefits, prescription drug benefits and death benefits. Said benefit programs shall be continued during the term of this Agreement subject to such modifications as the Trustees of the Fund may make based on the availability of funds for such programs.

##### **SECTION 3 - ELIGIBILITY AND COMPANY CONTRIBUTIONS**

- (a) Regular Employees. Effective January 1, 2014, a contribution to the Fund in the amount of \$2,396.00 per month shall be made by the Employer for each seniority list employee (i.e., employee on seniority on company seniority list), who completes eighty (80) hours employment in the previous calendar month. Said



contributions shall be made on or before the tenth (10<sup>th</sup>) day of the month followings which the hours are worked. Employment, for purposes of this section only, shall mean all compensable hours (hours worked, vacation pay, holiday pay, sick leave, jury duty and funeral leave).

(b) **Casual and Probationary.** Casual and probationary employees shall have the stipulated sum of \$13.83 for each hour worked contributed to the fund on their behalf by the employer on or before the tenth (10<sup>th</sup>) day of the month following the month in which the hours were worked. Contribution of the flat monthly rate for employees working eighty (80) or more hours in the preceding calendar month, shall be applicable only to those employees on the Company Seniority List. The Employer shall contribute the monthly contribution rate for each Regular Seniority employee in the employ of the Employer regardless of hours worked in the month providing the employee accepted all available work assignments in that month up to a maximum of eighty (80) hours, unless such absence was excused by the Employer or a term of condition of the Labor Agreement.

(c) **DEFINITION OF FLAT RATE** - In no case will the Company's contribution exceed the flat monthly rate for either casual or seniority employees in any one calendar month.

(d) **MAINTENANCE OF BENEFITS** - It is the intention of the parties that the benefits provided by the Teamsters Benefit Trust, Plan I-85, be maintained for the duration of this Agreement. The final determination of the amount of Employer contributions and the level of benefits shall be determined by the joint Board of Trustees of the Plan.

(d) (1) Effective only for the duration of this Agreement effective 4/1/2014 through 3/31/2017 this provision shall remain in effect, and shall expire on 3/31/2017.

The parties recognize that the Employer must responsibly estimate and budget the cost of MOB during the term of the Agreement. The Employer estimated cost for the years commencing from January 1, 2015 through December 31, 2016 is a seven (7%) percent increase in Health and Welfare cost for each year for a total estimated increase of fourteen (14%) percent over the two (2) year period. This equates to an increase of eighty-seven (\$.87) cents per hour of labor cost for Health and Welfare each year (total of \$1.74 hour) for every employee over the last two (2) years of this Agreement.

The parties also recognize that such projections may be exceeding or underestimated. Therefore it is agreed that if the cost of MOB exceeds fourteen (14%) percent over the years 2015 and 2016 the Employer will continue to contribute the full cost of Health and Welfare as determined by the Teamsters Benefit Trust. In the event the cost of MOB is less that fourteen (14%) percent over that same two (2) year period the savings to the Employer in dollar amount shall be implemented into the hourly base pay effective January 1, 2017. Such increase shall be paid to the eligible employees by February 1, 2017 retroactive to January 1, 2017. The Union may divert all or part of any such increase to pension.

## RSP

The Employer shall commence contributions to the Teamsters Benefit Trust Retirement Security Plan (RSP) to provide retiree medical benefits consistent with the RSP Plan summary dated September 2003.

Effective July 1, 2014, the Employer shall make contributions to the RSP for casual employees covered by this Agreement in the amount of \$3.05 per compensable hour.

Effective July 1, 2014, the Employer shall make a contribution to the RSP in the amount of \$528.59 per month for each employee on the Company Seniority List.

Effective July 1, 2015 and July 1, 2016, upon prior notification from Teamsters Benefit Trust, the Employer contribution rate shall increase by \$0.25 per hour each year for regular and casual employees. If the required contribution rate as specified by the Teamsters Benefit Trust exceeds \$0.25 per hour per year, the difference shall be paid by employee contributions.

The calculation for purposes of determining the hourly rate shall be based upon 173.3 hours worked per month.

The Maintenance of Benefits provision provided above in Section 3 (a) shall not apply to RSP benefits. Section 4, Employer contributions shall apply to the RSP Program.

### SECTION 4 - EMPLOYER CONTRIBUTIONS

If any seniority employee is absent because of injury or illness, on or off the job, the Company shall continue to make the required contributions for the month in which the injury occurs, until such employees returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months.

In any casual employee is absent because of injury on the job, the Company shall continue to make the required contributions for the month in which the injury occurred, provided, such employee was eligible for benefits from the fund and had worked eighty (80) or more hours in the month he/she was injured or the prior month. Such contribution shall be paid until such employee returns to work, however, such contributions shall not be paid for a period of more than twelve (12) months.

### SECTION 5 - MISCELLANEOUS

Article XVI (Health and Welfare and Pension Delinquencies) including the procedure for legal and economic action, shall apply to any Employer delinquency in payments.

## ARTICLE XV - PENSION PLAN

### SECTION 1 - EMPLOYER CONTRIBUTIONS

The Employer shall contribute to the Western Conference of Teamsters Pension Trust Fund for each regular, casual or probationary employee covered by this Agreement, for each compensable hour up to a maximum of three thousand (3000) hours per calendar year, the following amounts:



| <u>Effective Date:</u> | <u>Total:</u> | <u>PEER:</u> | <u>BASE:</u> |
|------------------------|---------------|--------------|--------------|
| April 1,2014           | \$8.38        | \$0.54       | \$7.84       |
| April 1,2015           | \$8.63        | \$0.57       | \$8.06       |
| April 1,2016           | \$8.88        | \$0.58       | \$8.30       |

Contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for the PEER must at all times be 6.5% of the basic contribution and cannot be decreased at any time.

The Company agrees to remit these monies to the appropriate area administrative office by the date designated.

### **SECTION 2 - PAYMENT DURING PERIOD OF ABSENCE**

If an employee is absent because of illness or off-the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month or four (4) weeks after contribution for active employment ceases.

If any employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work, however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first (1<sup>st</sup>) month after contribution for active employment ceases. If any employee is granted a leave of absence, The Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. The acceptance of such monies is at the sole discretion of the Board of Trustees.

### **SECTION 3 - DEFINITION OF REGULAR EMPLOYEE**

A regular employee, for the purpose of this Agreement, shall be any employee on the Regular Seniority List as defined by this Agreement.

### **SECTION 4 - DELINQUENT CONTRIBUTIONS**

Action for delinquent contributions may be instituted by the Local Union, the Area Conference or the Trustees. The employer, if delinquent must also pay all attorney fees and costs of collection.

### **SECTION 5 - POSTING NOTICE**

The Employer shall post on employees' bulletin board a duplicate copy of the reporting form sent to the Administrator's Office of payment made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments were made.



## **SECTION 6 - SUPPLEMENTAL 401K PLAN**

As soon as practicable, but no later than the first payday in 1999, the Employer shall deduct up to a maximum amount provided by law and applicable Internal Revenue Service regulations from each affected regular seniority employee's pay check and forward such amount to the Western Conference of Teamsters 401K Plan, or other 401K Plan designated by the Union, for credit to the individual employees account.

Each regular seniority employee who elects to participate in the 401K Plan shall present to the Employer the appropriate voluntary enrollment form within the designated enrollment period. Each participating employee shall indicate a percentage of wages to be deducted, as determined by the plan. All such contributions to the 401K Plan under this Agreement shall consist solely of each employees voluntary payroll deductions. The only cost to the Employer shall be the related payroll processing.

The Employer and the Union shall execute the required trust documents for participation in the Plan.

## **ARTICLE XVI - HEALTH & WELFARE PENSION DELINQUENCIES**

Notwithstanding anything herein contained, in the event any Employer is delinquent at the end of a period in the payment of his/her contribution to the Health and Welfare or Pension Fund or Funds, required to be paid under this Agreement or any supplement hereto, in accordance with the rules and regulations to the Trustees of such funds, after the proper official of the Union have given five (5) days' written notice excluding Saturdays, Sundays and holidays to the Employer of such delinquency in payments, the employees or the Union shall have the right to take any legal or economic action they see fit against such Employer to collect such delinquent amounts.

Whether or not such action is taken, the Employer shall be liable to the Trustees of the Health and Welfare and Pension Fund or Funds for all delinquent amounts or to the employees for any and all benefits under any Health and Welfare plan which the employee would have received if the Employer had not been delinquent in the payment of such contributions. The Trustees shall have the right to bring legal action to collect delinquent amounts or the employee shall have the right to bring legal action to obtain payment of such benefits. In any such action the Employer shall pay: (a) court costs and a reasonable attorney's fee; and (b) in the case of the collection of delinquent amounts by the Trustees or their agent, which collection does not require the institutions of a lawsuit, the collection costs involved.

The sole responsibility of the Employer shall be to pay the indicated contributions into the Health and Welfare and Pension Fund or Funds required to be paid into under this Agreement and herein described.

## ARTICLE XVII - EMERGENCY REOPENING

In the event of a declaration of war by the Congress of the United States, either party may reopen this Agreement upon sixty (60) days' written notice and request renegotiation of matters dealing with the wages and hours. Upon failure of the parties to agree in such negotiation, either party shall be permitted all lawful economic, legal recourse to support their request for revisions. If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

## ARTICLE XVIII - HEALTH & SAFETY

Refer the Letter of Understanding. Company will agree to maintain the safety and health of workers at the Marshalling yards by monitoring the conditions of dust, but will not be subject to the grievance procedure but to be monitored by the Joint Training Committee.

## ARTICLE XIX - FUNERAL LEAVE

In the event of death in the family (mother, father, grandmother, grandfather, wife, husband, sister, brother, daughter, son, stepdaughter and stepson), a seniority employee shall be entitled to a reasonable time off because of such death. Three (3) days' straight- time pay shall be paid to seniority employees for attending the funeral for days that fall within the employee's regularly scheduled work week.

## ARTICLE XX - JURY DUTY

Effective January 1, 1996, all regular employees called for jury duty will receive the difference between eight (8) hours' pay at the applicable hourly wage and actual payment received for jury service for each day or jury duty up to a maximum of ten (10) days' pay for each contract year.

When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of Employer contributions to Health and Welfare and Pension Plans, vacation eligibility and payment, holidays and seniority, accordance with the applicable provisions of this Agreement to a maximum of ten (10) days for each contract year.



### **ARTICLE XXI - JURISDICTION**

The Employer shall not be asked to act upon any question regarding jurisdiction which may arise between the Union and any other Union, whether such Union is affiliated with or independent of the signatory Union or not; and should a jurisdiction question arise, there shall be no strike, work stoppage, or work interruption by the signatory Union pending settlement of the jurisdictional question by the Unions involved. The Employer shall abide by any mutually agreed settlement of the jurisdictional question by the Union involved.

### **ARTICLE XXII - SEVERABILITY**

The provisions of this Agreement are deemed to be severable to the extent that, if and when a court or governmental agency of competent jurisdiction adjudges any provision of this Agreement to be in conflict with any law, rule, or regulation issued thereunder, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provision shall continue in full force and effect.

### **ARTICLE XXIII - ENTIRE AGREEMENT**

This Agreement constitutes the sole and entire existing Agreement between the parties hereby and supersedes all prior agreements or commitments, oral or written, between the Employer or the Union, or the employee, and expresses all the obligations of and restrictions imposed upon each of the respective parties during its term. The parties hereby mutually release each other from any and all other obligations to each other or the employees. This Agreement may be altered or amended only by written agreement between the parties hereto. The waiver of any breach hereof or any term or condition herein by either party shall not constitute a precedent for the future waiver of any breach, term or condition, nor deprive such party of the full benefit of rights hereunder pertaining to any breach, term or condition.



ARTICLE XXIV – TERM OF AGREEMENT

This Agreement shall become effective April 1, 2014, and shall continue in full force and effect, except as otherwise provided herein, to and including March 31<sup>st</sup>, 2017 and shall be considered as renewed from year-to-year thereafter unless either party hereto shall give written notice to the other of its desire to have the same modified, and such notice must be given at least sixty (60) days prior to the expiration of this Agreement.

In the event timely notice for negotiating contract modifications is given by either party, the other party shall make itself available for negotiations upon the request of the party giving notice, and a good faith effort shall be made by both parties to conclude such negotiations prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by

Their respective Officials duly authorized to do so this \_\_\_\_\_  
day of \_\_\_\_\_ 2014.

FOR THE UNION:

RETAIL DELIVERY DRIVERS  
DRIVER-SALESMEN AND  
HELPERS AND AUTO TRUCK  
DRIVERS, LOCAL 2785

By Joseph Cilia  
Joseph Cilia  
Secretary-Treasurer

Dated 8/8/14

By William Cromartie  
William Cromartie  
Business Representative

Dated 7/29/14

By Marty Frates  
Marty Frates  
Secretary-Treasurer  
Local 70

Dated 8/15/14

By Bill Hoyt  
Bill Hoyt  
Secretary-Treasurer  
Local 287

Dated 9/13/14

By B. [Signature] GM, VP  
Name and Title  
Freeman Exposition, Inc.

Dated 1/22/14

By [Signature] Sr. Director, US  
Name and Title  
GES/Global Experience Specialists

Dated Sept 5<sup>th</sup> / 2014

By [Signature] President  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated 08.19.14

By \_\_\_\_\_ Dated \_\_\_\_\_  
Arata Exposition, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Blaine Convention Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Concept Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Czarnowski Display Service, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Employco USA II, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Event Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Maxum Exposition Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
PS Services

By \_\_\_\_\_ Dated \_\_\_\_\_  
Renaissance Management, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
San Francisco Exposition Services, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_  
Service West, Inc.



By \_\_\_\_\_ Dated \_\_\_\_\_  
Shepard Exposition Service, Inc,

By \_\_\_\_\_ Dated \_\_\_\_\_  
T3 Exposition, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Union Payroll Agency

By \_\_\_\_\_ Dated \_\_\_\_\_  
Willwork, Inc., Exhibit Service

By \_\_\_\_\_ Dated \_\_\_\_\_  
ABC Expo Services, LLC

By \_\_\_\_\_ Dated \_\_\_\_\_  
Aesthetic Visual Production, Inc.

By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

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By \_\_\_\_\_ Dated \_\_\_\_\_

By \_\_\_\_\_ Dated \_\_\_\_\_

**NATIONAL MASTER FREIGHT AGREEMENT**  
**ADDENDUM I**

**ARTICLE 35**

**PREAMBLE**

While abuse of alcohol and drugs among our members/employees is the exception rather than the rule, the Teamsters National Freight Industry Negotiating Committee and the, Employers signatory to this Agreement share the concern expressed by many over the growth of substance abuse in American Society.

The parties have agreed that the Drug and Alcohol Abuse Program will be modified in the event that further Federal Legislation or Department of Transportation Regulations provide for revised testing methodologies or requirements. The parties have incorporated the appropriate changes required by the applicable DOT Drug Testing Rules under 49 CFR Parts 40 and 382, and agree that if new federally mandated changes are brought about, they too will become part of this Agreement.

The Drug Testing Procedure, agreed to by Labor and Management, Incorporates state-of-the-art employee protections during specimen collection and Laboratory Testing to protect the innocent and ensures the Employer complies with all applicable DOT Drug and Alcohol Testing Regulations. In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

**NMFA UNIFORM TESTING PROCEDURE**  
**(A) PROBABLE SUSPICION TESTING**

In cases in which an employee is acting in an abnormal manner and at least one (1) Supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the presence of a Union Shop Steward, if Possible) to undergo a urine specimen collection and a breath alcohol analysis as provided in Section 4B. The Supervisor(s) must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer Representative(s) can describe concerning the appearance, behavior, speech or breath odor of the employee. The observations may include the indication of chronic and withdrawal effects of controlled substances. The Supervisor(s) must make a written statement of these observations within twenty-four (24) hours.



**A copy must be provided to the Shop Steward or other Union Official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is solely on third (3<sup>rd</sup>) party observation and reports. The employee shall not be required to waive any claim or cause of action under the law. For all purposes herein, the parties agree that the terms “probable suspicion” and “reasonable cause” shall be synonymous.**

**The Following Collection Procedure Shall Apply To All Types of Testing:**

**A refusal to provide a urine specimen or undertake a breath analysis will constitute a presumption of intoxication and the employee will be subject to discharge without receipt of a prior warning letter. If the employee is unable to produce 45mL of Urine, he/she shall be offered up to forty (40) ounces of fluid to drink and shall remain at the collection site under observation until able to produce a 45mL specimen, for a period of up to three (3) hours from the first (1<sup>st</sup>) unsuccessful attempt to provide the urine specimen. If the employee is still unable to produce a 45mL specimen, the Employer shall direct the employee to undergo an evaluation which shall occur within five (5) business days, by a licensed physician, acceptable to the MRO who has the expertise in the medical issues concerning the employee’s inability to provide an adequate amount of urine. If the physician and MRO conclude that there is no medical condition that would preclude the employee from providing an adequate amount of urine, the MRO will issue a ruling that the employee refused the test. If an employee is unable to provide sufficient breath sample for analysis, the procedures outlined in the DOT Regulations shall be followed for all employees. Such employees shall be evaluated by a licensed physician, acceptable to the Employer, who has the expertise in the medical issues concerning the employee’s failure to provide an adequate amount of breath. Absent a medical condition, as determined by the licensed physician, said employee will be regarded as having refused to take the test. The Employer will adhere to DOT Regulations for employees who are unable to provide a urine or breath specimen due to a permanent or long-term medical condition. Contractual time limits for disciplinary action, as set forth in the appropriate Supplemental Agreement, shall begin on the day on which specimens are taken. In the event the Employer alleges only that the employee is intoxicated on alcohol and not drugs, previously agreed-to procedures under the appropriate Supplemental Agreement for determining alcohol intoxication shall apply.**

**In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the Drug Testing Procedure contained herein and the Breath Alcohol Testing Procedure contained in Section 4B shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for “alcohol and/or drug intoxication.”**



### **(B) DOT RANDOM TESTING**

It is agreed by the parties that random urine drug testing will be implemented only in accordance with the DOT Rules under 49CFR Part 382, Subpart C.

The method of selection for random Urine Drug Testing will be neutral so that all Employees subject to testing will have an equal chance to be randomly selected. The term "employees subject to testing" under this Agreement is meant to include any employee required to have a Commercial Drivers License (CDL) under The Department of Transportation Regulations.

Employees out on long term injury or disability for any reason shall not be tested.

The provisions of Article 35-Section 3 F 3 (Split Sample Procedures), and Article 35-Section 3 J 1 (One-Time Rehabilitation), shall apply to random Urine Drug Testing.

### **(C) NON-SUSPICION BASED POST-ACCIDENT TESTING**

Non-Suspicion based Post-Accident Testing is defined as Urine Drug Testing as a result of an accident which meets the definition of an accident as outlined in the Federal Motor Carrier Safety Regulations. Urine Drug Testing will be required after accidents meeting the following conditions and drivers are required to remain readily available for testing for thirty-two (32) hours following the accident or until tested.

Employees subject to Non-Suspicion based Post-Accident Drug Testing shall be Limited to those employees subject to DOT Drug Testing, who are involved in an Accident where there is:

- (1) A fatality, or;
- (2) A citation under State or Local Law is issued to the Driver for a moving traffic violation arising from the accident in which
  - (a) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
  - (b) One or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

The driver has the responsibility to make himself/herself available for Urine Drug Testing within the thirty-two (32) hour period in accordance with the procedures outlined in this Subsection. The driver is responsible to notify the Employer upon receipt of a citation and to note receipt thereof on the accident report. Failure to so notify the Employer shall subject the driver to disciplinary action.

If a driver receives a citation for a moving violation more than thirty-two (32) hours after a reportable accident, he/she shall not be required to submit to Post-Accident Urine Drug Testing.

The Employer shall make available a Urine Drug Test Kit and an appropriate collection site for the driver to provide specimens.

The provisions of Article 35-Section 3 F 3 (Split Sample Procedures), and Article 35-Section 3 J I (One-Time Rehabilitation), shall apply to Non-Suspicion based Post-Accident Urine Drug Testing.

#### **(D) CHAIN OF CUSTODY PROCEDURES**

Any specimens collected for Drug Testing shall follow the DHHS/DOT (Department of Health and Human Services/Department of Transportation) Specimen Collection Procedures. At the time specimens are collected for any Drug Testing, the employee shall be given a copy of the specimen procedures. In the presence of the employee, the specimens are to be sealed and labeled. As per DOT Regulations, it is the employee's responsibility to initial the seals on the specimen bottles, additionally ensuring that the specimens tested by the Laboratory are those of the employee.

**THE REQUIRED PROCEDURE FOLLOWS:** When urine specimens are to be provided, at least 45mL of specimen shall be collected. At least 30 mL shall be placed in one (1) self-sealing, screw-capped or snap-capped container. A urine Specimen of at least 15mL shall be placed in a second (2<sup>nd</sup>) such container. They shall be sealed and labeled by the collector, and initialed by the employee without the containers leaving the employee's presence. The employee has the responsibility to identify each container and initial same. Following collection, the specimens shall be placed in the transportation container together with the appropriate copies of the chain of custody form. The transportation container shall then be sealed in the employee's presence. The container shall be sent to the designated testing laboratory at the earliest possible time by the fastest available means.



**In this Urine Collection Procedure, the donor shall urinate into a collection container capable of holding at least 55mL, which shall remain in full view of the employee until transferred to tamper-resistant urine bottles, and sealed and labeled, and the employee has initiated the bottles.**

**It is recognized that the Specimen Collector is required to check for sufficiency of Specimen, acceptable temperature range, and signs of tampering, provided that the employee's right to privacy is guaranteed and in no circumstances may observation take place while the employee is producing the urine specimens, unless required by DOT Regulations. If it is established that the employee's specimen is outside of the acceptable temperature range or has been intentionally tampered with or substituted by the employee, the employee will be required to immediately submit an additional specimen under direct observation. Also, if it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations for creatinine, specific gravity, pH, and any substances that may be used to adulterate the specimen shall be performed by the laboratory. If the laboratory suspects the presence of an interfering substance/adulterant that could make a test result invalid, but the initial laboratory is unable to identify it, the specimen must be sent to another HHS certified laboratory that has the capability of doing so.**

**Any findings by the laboratory that indicate that a specimen is adulterated as a result of the fact that it contains a substance that is not expected to be present in human urine; a substance that is expected to be present is identified at a concentration so high that it is not consistent with human urine; or has physical characteristics which are outside the normal expected range for human urine shall be immediately reported to the Company's Medial Review Officer (MRO).**

**The parties recognize that the key to chain of custody integrity is the immediate sealing and labeling of the specimen bottles in the presence of the tested employee. If each container is received undamaged at the laboratory properly sealed, labeled and initialed, consistent with DOT Regulations as certified by the laboratory, the Employer may take disciplinary action based upon the MRO's ruling.**

#### **(E) URINE COLLECTION KITS AND FORMS**

**The Contents of the Urine Collection kit shall be as follows:**

- (1) The kit shall include a specimen collection container capable of holding at least fifty-five (55) mL of urine and contains a temperature reading device capable of registering the urine temperature specified in the DOT Regulations.**



(2) Two (2) plastic bottles that are capable of holding at least thirty-five (35) mL have screw-on or snap-on-caps, and markings clearly indicating the appropriate levels for the primary (30mL) and split (15mL) specimens.

(3) A uniquely numbered (i.e., Specimen Identification Number) DOT approved chain of custody form with similarly numbered Bottle Custody Seals, and a transportation kit seal (e.g., Box Seal) shall be utilized during the urine collection process and completed by the collection site person. In the case of probable suspicion or other contractually required testing, a Non-DOT chain of custody form will be used for the testing of Non-DOT employees. The appropriate laboratory copies are to be placed into the transportation container with the urine specimens. The exterior of the transportation kit shall then be secured, e.g., by placing the tamper-proof Box Seal over the outlined area.

(4) Shrink-wrapped or similarly protected kits shall be used in all instances.

#### (F) LABORATORY REQUIREMENTS

(1) URINE TESTING: In testing urine samples, the testing laboratory shall test specifically for those drugs and classes of drugs and adulterants employing the test methodologies and cutoff levels covered in the DOT Regulations 49 CFR, Part 40.

(2) SPECIMEN RETENTION: All specimens deemed positive, adulterated, substituted, or invalid by the laboratory, according to the prescribed guidelines, must be retained at the laboratory for a period of one (1) year.

(3) SPLIT SAMPLE PROCEDURE: The split sample procedure is required for all employees selected for urine drug testing. When any test kit is received by the laboratory, the "primary" sealed urine specimen bottle shall be immediately removed for testing, and the remaining "split" sealed specimen bottle shall be placed in secured storage. Such specimen shall be placed in refrigerated storage if it is to be tested outside of the DOT mandated period of time.

The employee will be given a shrink-wrapped or similarly protected urine collection kit. After receiving the specimen, the collector shall pour at least 30mL of urine into the specimen bottle and at least 15mL into the second split specimen bottle. Both bottles shall be sealed in the employee's presence, initialed by the employee, then forwarded to an accredited laboratory for testing.

If the employee is advised by the MRO that the first (1<sup>st</sup>) urine sample tested positive, adulterated, or substituted, in a random, return to duty, follow-up, probable suspicion or post-accident urine drug test, the employee may, within seventy-two (72) hours of receipt of the actual notice, request from the MRO that the second (2<sup>nd</sup>) urine specimen be forwarded by the first (1<sup>st</sup>) laboratory to another independent and unrelated accredited laboratory of the parties' choice for GC/MS confirmatory testing for the presence of the drug, or other confirmatory testing for adulterants, or to confirm that the specimen has been substituted as defined in 49 CFR Part 40. If the employee chooses to have the second (2<sup>nd</sup>) sample analyzed, he/she shall at that time execute a special check-off authorization form to ensure payment by the employee. Split specimen testing will conform to the regulations as defined in 49 CFR Part 40.

If the employee chooses the optional split sample procedure, and so notifies his Employer, disciplinary action can only take place after the MRO reports a positive, adulterated, or substituted result on the primary test and the MRO reports that the testing of the split specimen confirmed the result. However, the employee may be taken out of service once the MRO reports a positive, adulterated, or substituted result based on the testing of the primary specimen while the testing of the split specimen is being performed. If the second (2<sup>nd</sup>) test confirms the findings of the first laboratory and the employee wishes to use the rehabilitation options of this Section, the employee shall reimburse the employer for the cost of the second (2<sup>nd</sup>) sample's analysis before entering the rehabilitation program. If the second (2<sup>nd</sup>) laboratory report is negative, for drugs, adulterants, or substitution, the employee will be reimbursed for the cost of the second (2<sup>nd</sup>) test and for all lost time. It is also understood that if an employee opts for the split sample procedure, contractual time limits on disciplinary action in the Supplements are waived.

(4) **LABORATORY ACCREDITATION**: All laboratories used to perform urine drug testing pursuant to this Agreement must be certified by Health and Human Services under the National Laboratory Certification Program (NLCP).

#### (G) **LABORATORY TESTING METHODOLOGY**

(1) **URINE TESTING**: The initial testing shall be by immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).



All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques. Quantitative GC/MS confirmatory procedures for drugs and confirmatory procedures for specimens that are initially identified as being adulterated or substituted shall comply with the testing protocols mandated by the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revision in accordance with subsequent amendments to the HHS Guidelines).

Validity testing shall be conducted on all specimens, pursuant to HHS requirements, to determine whether they have been adulterated or substituted. All specimens which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative, unless they are confirmed to be adulterated, substituted, or invalid. Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive. Specimens that are confirmed to be adulterated shall be reported as such.

When a grievance is filed as a result of a drug test that is ruled positive, adulterated, or substituted, the Employer shall provide a copy of the MRO ruling to the Union.

Where Schedule 1 and 2 drugs are detected, the laboratory is to report a positive test based on a forensically acceptable positive quantum of proof. All positive test results must be reviewed by the certifying scientist and certified as accurate.

(2) **PRESCRIPTION AND NON-PRESCRIPTION MEDICATIONS:** If an employee is taking a prescription or non-prescription medication in the appropriate described manner he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

(3) **MEDICAL REVIEW OFFICER (MRO):** The Medical Review Officer (MRO) shall be a licensed physician with the knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible medical causes of specimens having an invalid result, and applicable DOT Agency Regulations. In addition, the MRO shall keep current on applicable DOT Agency Regulations and comply with the DOT qualification training and continuing education requirements. The MRO shall review all urine drug test results from the laboratory and shall examine alternate medical explanations for tests reported as positive, adulterated, or substituted, as well as those results reported as invalid. Prior to the final decision to verify a urine drug test result, all employees shall have the opportunity to discuss the results with the MRO. If the employee declines to speak with the MRO, or the employee fails to contact the MRO within seventy-two (72) hours of being notified to do so by the Employer, or if the MRO is unable to contact the employee within ten (10) days of the receipt of the drug test result being reported to him by the laboratory, then the MRO may report the result to the Employer.



**(4) SUBSTANCE ABUSE PROFESSIONAL (SAP):** The substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, or employee assistance professional, or a drug and alcohol counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders and be knowledgeable of the SAP function as it relates to Employer interest in safety- sensitive functions, and applicable DOT Agency Regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.

**(H) LEAVE OF ABSENCE PRIOR TO TESTING**

**(1)** An employee shall be permitted to take leave of absence in accordance with the FMLA or applicable State leave laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

**(2)** Employees requesting to return to work from a voluntary leave of absence for drug use or alcoholism shall be required to submit to testing as provided for in Part J of this Section. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

The provisions of this Section shall not apply to probationary employees.

**(1) Disciplinary Action Based on Positive, Adulterated, or Substituted Test Results.**

Consistent with past practice under this Agreement, and notwithstanding any other language in any Supplement, the Employer may take disciplinary action based on the test results as follows:

- (1)** If the MRO reports that a urine drug test is positive, adulterated, or substituted, the employee shall be subject to discharge except as provided in Part J.
- (2)** The following actions shall apply in probable suspicion testing based on DOT and contractual mandates.

- (a) If the urine drug test is positive, adulterated, or substituted, according to the procedures described in Part G, the employee shall be subject to discharge.
- (b) If the breath alcohol test results show a blood alcohol concentration equal to or above the level previously determined by the appropriate Supplemental Agreement for alcohol intoxication, the employee shall be subject to discharge pursuant to the Supplement Agreement.
- (c) If the breath alcohol test is negative and the urine drug test is negative, the employee shall be immediately returned to work and made whole for all lost earnings.

**(J) RETURN TO EMPLOYMENT AFTER A POSITIVE URINE DRUG TEST**

(1) Any employee with a positive, adulterated, or substituted urine drug test result (other than under probable suspicion testing), thereby subjecting the employee to discipline, shall be granted reinstatement on a one (1) time lifetime basis if the employee successfully completes a course of education and/or treatment program as recommended by the Substance Abuse Professional (SAP). The SAP will recommend a course of education and/or treatment with which the employee must demonstrate compliance prior to returning to DOT safety sensitive duty. The SAP will refer him/her to a treatment program which has been approved by the applicable Health and Welfare Trust Fund, where such is the practice. Any cost of evaluation, education and/or treatment over and above that paid for by the applicable Health and Welfare Trust Fund, must be borne by the employee.

(2) Employees electing the one time lifetime evaluation and/or rehabilitation must notify the Company within ten (10) days of being notified by the Company of a positive, adulterated, or substituted urine drug test. The evaluation process and education and/or treatment program must take a minimum of ten (10) days. The employee must begin the evaluation process and education and/or treatment program within fifteen (15) days after notifying the Company. The employee must request reinstatement promptly after successful completion of the education and/or treatment program. After the minimum ten (10) day period and re-evaluation by the SAP, the employee may request reinstatement, but must first provide a negative return to duty urine drug test, to be conducted by a clinic and laboratory of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement.



After the discharge is sustained, the employee must notify the Company within ten (10) days of the date of the decision, of the desire to enter the evaluation process and education and/or treatment program.

(3) While undergoing treatment, the employee shall not receive any of the benefits provided by this Agreement or Supplements thereto except the continued accrual of seniority.

(4) Before reinstatement after the minimum ten (10) day period, the employee must be re-evaluated by the Substance Abuse Professional to determine successful compliance with any recommended education and/or treatment program. The employee must then submit to the Employer's return to duty urine drug test (and alcohol test if so prescribed by the SAP) with a negative result. The employee will be subject to at least six (6) unannounced follow up urine drug test in the first (1st) year, as determined by the SAP. If, at any time, the employee tests positive, provides an adulterated or substituted specimen, or refused to submit to a test, the employee shall be subject to discharge.

(a) Return to duty drug test is a urine drug test which an employee must complete with a negative result, after having been reevaluated by a SAP to determine successful compliance with recommended education and/or treatment.

(b) Follow-up drug testing shall mean those unannounced urine drug tests required (minimum of six (6) in a twelve (12) month period) when an employee test positive, provides an adulterated or substituted specimen, or refused to be tested and has been evaluated by the SAP, completed education and/or treatment, been re-evaluated by SAP and returned to work. The requirements of follow up testing follow the employee through breaks in service (i.e., layoff, on the job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow up urine drug and/or alcohol tests and to extend the twelve (12) month period up to sixty (60) months.



**(K) SPECIAL GRIEVANCE PROCEDURE**

(1) The parties shall together create a Special Region Joint Area Committee consisting of an equal number of Employer and Union Representatives to hear drug related discipline disputes. All such disputes arising after the establishment of the Special Region Joint Area Committee shall be taken up between the Employer and Local Union involved. Failing adjustment by these parties, the dispute shall be heard by the Special Region Joint Area Committee within Ninety (90) days of the Committee's receipt of the dispute. Where the Special Region Joint Area Committee, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal. Where the Special Region Joint Area Committee is unable to agree on or come to a decision on a dispute, the dispute will be referred to the National Grievance Committee.

(2) The procedures set forth herein may be invoked only by the authorized Union Representative or the Employer.

**(L) PAID FOR TIME**

(1) **TRAINING**: Employees undergoing substance abuse training as required by the DOT will be paid for such time and the training will be scheduled in connection with the employee's normal work shift, where possible.

(2) **TESTING**: Employees subject to testing and selected by the random selection process for urine drug testing shall be compensated at the regular straight time hourly rate of pay in the following manner provided that the test is negative:

**(a) RANDOM DRUG TESTS:**

(1) for all time at the collection site

(2) (a) For travel time one way if the collection site is reasonably en route between the employee's home and the terminal, and the employee is going to or from work; or

(b) For travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee's home and the terminal.

(3) When an employee is on the clock and a random drug test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.

(4) The Employer will not require the city employee to go for urine drug testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.

(5) During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and from the collection site to take a random drug test.

(6) If a road driver is called at home to take a random drug test at a time when the road driver is not en route to or from work, the driver shall be paid, in addition to all time at the collection site, travel time both ways between the driver's home and the collection site with no minimum guarantee.

**(b) NON-SUSPICION BASED POST-ACCIDENT TESTING:**

(1) In the event of a non-suspicion based post-accident testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the thirty-two (32) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

(2) When the Employer takes a road driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the road driver to return to his/her home terminal in accordance with the Supplement Agreement.

**SECTION 4 — ALCOHOL TESTING:** The parties agree that in the event of further Federal Legislation or DOT Regulations providing for revised methodologies or requirements, those revisions shall, to the extent they impact this Agreement, unless mandated, be subject to mutual agreement by the parties.

(a) **EMPLOYEES WHO MUST BE TESTED:** There shall be random, no suspicion based post-accident and probable suspicion alcohol testing of all employees subject to DOT mandated alcohol testing. This includes all employees who, as a condition of their employment, are required to have a DOT physical, a CDL and are subject to testing for drugs under Article 35-Section 3(b).

Employees covered by this Collective Bargaining Agreement who are not subject to DOT mandated alcohol testing are only subject to probable suspicion testing as provided in Article 35-Section 3 of the NMFA or the appropriate Article of the applicable Supplemental Agreement. The alcohol breath testing methodology outlined in this Section will be utilized for all employees required to undergo probable suspicion testing. (For testing results and discipline refer to NMFA, Article 35-Section 312).

(b) **ALCOHOL TESTING PROCEDURE:** All alcohol testing under this Section will be conducted in accordance with applicable DOT/FMCSA Regulations. All equipment used for alcohol testing must be on the NHTSA Conforming Products List and be used and maintained in compliance with DOT requirements. Breath samples will be collected by a Breath Alcohol Technician (BAT) who has successfully completed the necessary training course that is the equivalent of the DOT model course and who is knowledgeable of the alcohol testing procedures set forth in 49 CFR Part 40 and any current DOT Guidance. Law Enforcement Officers who have been certified by State or Local Governments to conduct breath alcohol testing are deemed to be qualified as Breath Alcohol Technicians. The training shall be specific to the type of Evidential Breath Testing (EBT) device being used for testing. The Employer shall provide the employees with material containing the information required by Section 382.601 of the Federal Motor Carrier Safety Regulations.



(1) **SCREENING TEST**: The initial screening test uses an Evidential Breath Testing (EBT) device, unless other testing methodologies or devices are mandated or agreed upon, to determine levels of alcohol. The following initial cutoff levels shall be used when screening breath samples to determine whether they are negative or positive for alcohol.

**Breath Alcohol Levels:**

Less than 0.02% BAC - Negative

0.02% BAC and above – Positive (Requires Confirmation Test)

(2) **CONFIRMATORY TEST**: All samples identified as positive on the initial test, indicating an alcohol concentration of (0.02%) BAC or higher, shall be confirmed using an (EBT) device that is capable of providing a printed result in triplicate; is capable of assigning a unique number to each test; and is capable of printing out, on each copy of the printed test result, the manufacturer's name for the device, the device's serial number and the time of the test unless other testing methodologies or devices are mandated or mutually agreed upon.

A confirmation test must be performed a minimum of fifteen (15) minutes after the screening test, but not more than thirty (30) minutes, unless otherwise provided by conditions set forth and defined in 49 CFR Part 40.

The following cutoff levels shall be used to confirm a positive test for alcohol:

**Breath Alcohol Levels:**

Less than 0.02 % BAC - Negative

0.02% BAC to 0.039% BAC - Positive

0.04% BAC and above -Positive

Refer to Section 4L for Discipline Based on a Positive Test

(c) **NOTIFICATION:** All employees subject to DOT mandated random alcohol testing will be notified of testing by the Employer, in person or by direct phone contact.

(d) **PRE-QUALIFICATION TESTING FOR NON-DOT PERSONNEL**

Section has been deleted

(e) **RANDOM TESTING:** The method used to randomly select employees for alcohol testing shall be neutral, scientifically valid and in compliance with DOT Regulations.

The annual random testing rate for alcohol use shall be the rate established by the Administrator of the FMCSA.

In the event of a grievance or litigation, the Employer shall, upon written request from the employee, release to the employee and the Union (in its capacity as Representative of the grievant and as a decision maker in the grievance process), information required to be maintained under the DOT Alcohol Testing Regulations and arising from the results of an alcohol test which is subject to release under the regulations.

The parties agree that no effort will be made to cause the system and method of selection to be anything but a true random selection procedure ensuring that all affected employees are treated fairly and equally.

Employees subject to random alcohol testing shall be tested within one (1) hour prior to starting the tour of duty, during the tour of duty, or immediately after completing the tour of duty.

Employees who are on long-term illness or injury leave of absence, disability or vacation shall not be subject to testing during the period of time they are away from work.

(f) **NON-SUSPICION BASED POST ACCIDENT TESTING:** Employees subject to Non-Suspicion based Post Accident alcohol testing shall be limited to those employees subject to DOT alcohol testing, who are involved in an accident where there is:

- (1) A fatality, or;
- (2) A citation under State or Local Law is issued to the Driver for a moving traffic violation arising from the accident in which:
  - (a) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or
  - (b) One or more motor vehicles incurring disabling damage as a result of the accident, requires the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

Alcohol Testing will be required under the above conditions and employees are required to submit to such testing as soon as practicable. Under no circumstances shall this type of testing be conducted after eight (8) hours from the time of the accident.

It shall be the responsibility of the driver to remain readily available for testing after the occurrence of a commercial motor vehicle accident. It is also the responsibility of the employee to not use alcohol for eight (8) hours or until a DOT Post Accident Alcohol Test is performed, whichever occurs first.

It is not the intention of this language to require the delay of necessary medical attention or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or necessary medical attention.

Prior to the effective date of the DOT Alcohol Testing Regulations, the Employer agrees to give each employee subject to DOT Non-Suspicion based Post-Accident Testing written notification of the procedures required by the DOT Regulations in the event of an accident as defined by the DOT.

**(g) SUBSTANCE ABUSE PROFESSIONAL (SAP):**

(1) The Substance Abuse Professional (SAP), as provided in the regulations, means a licensed physician (Medical Doctor or Doctor Osteopathy), or a licensed or certified Psychologist, Social Worker, or Employee Assistance Professional, or a Drug and Alcohol Counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & other drug abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders, be knowledgeable of the SAP function as it relates to Employer interest in safety sensitive functions, and applicable DOT Agency Regulations. In addition, the SAP shall comply with the DOT qualification training and continuing education requirements.



(2) The Employer will provide the employee with a list of resources available to the driver in evaluating and resolving problems with the misuse of alcohol as soon as practicable but no later than thirty-six (36) hours after the Employer's receipt of notice from the BAT that the employee has a BAC of (0.04%) or higher, exclusive of holidays and weekends. The SAP will be responsible for recommending the appropriate course of education and/or treatment required prior to the employee returning to work and is the only person responsible for determining, during the evaluation process, whether an employee will be directed to a Rehabilitation Program, and if so for how long.

(3) Follow up and return to duty test need not be confined to the substance involved in the violation. If the SAP determines that a driver needs assistance with an alcohol and drug abuse problem, the SAP may require drug tests to be performed along with any required alcohol follow-up and/or return-to-duty tests, if it has been determined that a driver has violated the drug testing prohibition.

(4) Any cost of evaluation by the SAP and/or rehabilitation recommended by the SAP associated with the abuse of alcohol while performing or available to perform safety-sensitive functions Under this Agreement, over and above that paid for by the applicable Health and Welfare Trust Fund, must be borne by the employee. The Employer will pay for random; Non-Suspicion based Post-Accident and Probable Suspicion Alcohol Testing. Return to duty and follow up alcohol testing that is prescribed by the SAP, will be paid for by the Employer, provide the employee tests negative.

(h) **PROBABLE SUSPICION TESTING:** Employee subject to DOT probable suspicion alcohol testing under this Section shall be tested in accordance with current, applicable DOT Regulations.

For all purposes herein, the parties agree that the terms "Probable Suspicion" and "Reasonable Cause" shall be synonymous.

Probable suspicion is defined as an employee's specific observable appearance, behavior, speech or body odor that clearly indicates the need for probable suspicion alcohol testing.

In the event the Employer is unable to determine whether the abnormal behavior or appearance is due to alcohol or drugs, the Employer shall specify that the basis for any disciplinary action or testing is for alcohol and/or drug intoxication. In such cases, the employee shall be tested in accordance with Article 35-Section 3A, and applicable DOT Alcohol Testing Regulations.

In cases where an employee has specific, observable, abnormal indicators regarding appearance, behavior, speech or body odor, and at least one (1) Supervisor, two (2) if available, have probable suspicion to believe that the employee is under the influence of alcohol, the Employer may require the employee, in the presence of a Union Shop Steward or other employee requested by the employee under observation, to submit to a breath alcohol test. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3<sup>rd</sup>) party observation and reports.

The Supervisor(s) must make a written statement of these observations within twenty-four (24) hours. Upon request, a copy must be provided to the Shop Steward or other Union Official after the employee is discharged or suspended or taken out of service.

All Supervisors and Employer Representatives designated to determine whether probable suspicion exists to require an employee to undergo alcohol testing shall receive specific training on the physical, behavioral, speech and performance indicators of how to detect probable suspicion alcohol misuse and use of controlled substances as required by DOT Regulations.

In the event the Employer requires a probable suspicion test, the Employer shall provide transportation to and from the testing location.

(1) **PREPARATION FOR TESTING:** All alcohol testing shall be conducted in conformity with the DOT Alcohol Regulations. Any alleged abuse by the Employer, such as proven the harassment of any employee or deliberate violation of the regulations or the contract shall be subject to the Grievance Procedure to provide a reasonable remedy for the alleged violation.

Upon arrival at the testing site, an employee must provide the Breath Alcohol Technician (BAT) with proper identification. The employee shall not be required to waive any claim or cause of action under the law.

A standard DOT approved alcohol testing form will be used by all testing facilities. In the case of probable suspicion or other contractually required testing, a Non- DOT chain of custody form will be used for the testing of Non-DOT employees.

(j) **SPECIMEN TESTING PROCEDURES:** All procedures for alcohol testing will comply with Department of Transportation Regulations.

No authorization personnel will be allowed in any area of the testing site. Only one (1) Alcohol Testing Procedure will be conducted by a BAT at the same time.



The employee will provide his or her breath sample in a location that allows for privacy. The Employer agrees to recognize all employees' rights to privacy while being subjected to the testing process at all times and at all testing sites. Further, the Employer agrees that in all circumstances the employee's dignity will be considered and all necessary steps will be taken to ensure that the entire process does nothing to demean, embarrass or offend the employee unnecessarily.

Testing will be under the direct observation of a Breath Alcohol Technician (BAT). All procedures shall be conducted in a professional, discreet and objective manner. Direct observation will be necessary in all cases.

The employee shall provide an adequate amount of breath for the Evidential Breath Testing device. If the individual is unable to provide a sufficient amount of breath, the BAT shall direct the individual to again attempt to provide a complete sample.

If an employee is unsuccessful in providing the requisite amount of breath, the Employer then must have the employee obtain, within five (5) days, an evaluation from a licensed Physician selected by the Employer and the Local Union and who has the expertise in the medical issues concerning the employee's inability to provide an adequate amount of breath. If the Physician is unable to determine that a medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath, the employee's failure to provide an adequate amount of breath will be regarded as a refusal to take the test and subject the employee to discharge.

**(k) LEAVE OF ABSENCE PRIOR TO TESTING:** An employee shall be permitted to take a leave of absence in accordance with the FMLA or applicable State Leave Laws for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. This provision does not alter or amend the disciplinary provision (Article 35 -Section 4L) of this Section.

Before returning to work from a voluntary Leave of Absence, the employee must have completed any recommended treatment and taken a return to duty test, with a result of less than (0.02%) BAC , and further be subject to six (6) unannounced follow up alcohol tests in the first (1<sup>st</sup>) twelve (12) months following the employee's return to duty.



The Supplemental Agreements shall address the issue of an extra-board driver who, while at his home terminal, has consumed alcohol, is then called for dispatch and requests additional time off. Requesting time off under this provision shall not be used as a subterfuge to avoid taking a random alcohol (and/or drug) test.

**(L) DISCIPLINARY ACTION BASED ON POSITIVE TEST RESULTS:**

**(1) FIRST POSITIVE TEST**

**0.02% BAC - 0.039% BAC**

**Out of Service for twenty-four (24) hours**

**0.04% BAC less than State DWI/DUI limit**

**Out of Service for the length of time determined by the SAP with minimum of twenty-four (24) hours.**

**State DWI/DUI Limit and Above**

**Subject to Discharge**

**(2) SECOND POSITIVE TEST**

**0.02% BAC - 0.039% BAC**

**Out of Service for a five (5) calendar day Suspension**

**0.04% BAC - less than State DWI/DUI limit**

**Out of Service for the length of time determined by the SAP with a minimum of a twenty (20) calendar day Suspension**

**State DWI/DUI limit and above**

**Subject to Discharge**

**(3) THIRD POSITIVE TEST**

**0.02% BAC - 0.039% BAC**

**Out of Service for a fifteen (15) calendar day Suspension**

**0.04% BAC - less than State DWI/DUI limit**

**Out of Service for the length of time determined by the SAP with a minimum of a thirty (30) calendar day Suspension**

**State DWI/DUI limit and above**

**Subject to Discharge**

**(4) FOURTH POSITIVE TEST**

**0.02% BAC - 0.039% BAC**

**Subject to Discharge**

**0.04% BAC - less than State DWI/DUI**

**limit Subject to Discharge**

**State DWI/DUI limit and above**

**Subject to Discharge**



(5) An employee who is tested positive in a Non-Suspension based Post-Accident Alcohol Testing situation shall be subject to the following discipline for the positive alcohol test or the vehicular accident, whichever is greater.

**FIRST** (1<sup>st</sup>) Non-Suspicion based Post-Accident Positive Test - 0.02% BAC - 0.039% BAC - thirty (30) calendar day Suspension. 0.04% BAC and higher - subject to Discharge.

**SECOND** (2<sup>nd</sup>) Non-Suspicion based Post-Accident Positive Test - 0.02% BAC and Higher - subject to Discharge.

(6) An employee's refusal to submit to any alcohol test will subject the employee to discharge.

(m) **RETURN TO DUTY AFTER A POSITIVE (GREATER THAN (.04) TO THE STATE LIMIT) ALCOHOL TEST:**

Before returning to work the employee must be evaluated by a SAP, comply with Any education and/or treatment recommended by the SAP, be re-evaluated by the SAP to determine compliance with recommended education and/or treatment, and take a return to duty alcohol test, showing a result of less than (0.02%) BAC. The employee will be subject to at least six (6) unannounced follow-up alcohol and/or drug tests as determined by the SAP. The requirements of follow-up testing follow the employee through break in service (i.e., layoff, on the job injury, personal illness/injury, leave of absence, etc.). In addition, the requirements of follow-up testing follow the employee to subsequent employers. The SAP has the authority to order any number of follow up alcohol and/or urine drug test and to extend the twelve (12) month period up to sixty (60) months.

(n) **PAID FOR TIME TESTING:** Employees subject to testing and selected by the random selection process for alcohol testing shall be compensated at the regular straight time hourly rate of pay provided that the test is negative:

**(1) RANDOM ALCOHOL TEST**

**(a) PAID FOR ALL TIME AT THE COLLECTION SITE**

- (b) 1. For travel time one way if the collection site is reasonably en route between the employee's home and the terminal, and the employee is going to or from work; or
- (2) For travel time both ways between the terminal and the collection site, only if the collection site is not reasonably en route between the employee's home and the terminal.
- (c) When an employee is on the clock and a random alcohol test is taken any time during the employee's shift, and the shift ends after eight (8) hours, the employee is paid time and one-half for all time past the eight (8) hours.
- (d) The Employer will not require the city employee to go for alcohol testing before the city employee's shift, provided the collection site is open during or immediately following the employee's shift.
- (e) During an employee's shift, an employee will not be required to use his/her personal vehicle from the terminal to and from the collection site to take a random alcohol test.
- (f) If a road driver is called to take a random alcohol test at a time when the road driver is not en route to or from work, the driver shall be paid, in addition to all time at the collection site, travel time both ways between the location of the driver when called and the collection site with no minimum guarantee.

**(2) NON-SUSPICION BASED POST-ACCIDENT TESTING:**

- (a) In the event of a Non-Suspicion-based Post-Accident Testing situation, where the employee has advised the Employer of the issuance of a citation for a moving violation, but the Employer does not direct the employee to be tested immediately, but sends the employee for testing at some later time (during the eight (8) hour period), the employee shall be paid for all time involved in testing, from the time the employee leaves home until the employee returns home after the test.

(b) When the Employer takes a driver out of service and directs the employee to be tested immediately, the Employer will make arrangements for the driver to return to his/her home terminal in accordance with the Supplemental Agreement.

(o) **RECORD RETENTION:** The Employer shall maintain records in a secure manner so that disclosure of information to unauthorized persons does not occur. Each Employer or its Agents is required to maintain the following records for two

(2) years.

1. Records of the inspection and maintenance of each (EBT) used in employee testing
2. Documentation of the Employer's compliance with the Quality Assurance Program for each (EBT) it uses for alcohol testing and
3. Records of the training and proficiency testing of each (BAT) used in employee testing
4. It is agreed that the parties will engage in Reasonable Suspicion Training for Forepersons and Supervisors during the term of this Agreement. Training will be conducted through Teamsters Assistance Program.

The Employer must maintain for five (5) years records pertaining to the calibration of each (EBT) used in alcohol testing, including records of the results of external calibration checks.



**(P) SPECIAL GRIEVANCE PROCEDURE**


**(1) The parties shall together create a Special Region Joint Area Committee consisting of an equal number of Employer and Union Representative to hear drug and alcohol related discipline disputes. All such disputes arising after the establishment of the Special Region Joint Area Committee shall be taken up between the Employer and Local Union involved. Failing adjustment by these parties, the dispute shall be heard by the Special Region Joint Area Committee within ninety (90) days of the Committee's receipt of the dispute. When the Special Region Joint Area Committee, by majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal. Where the Special Region Joint Area Committee is unable to agree or come to a decision on a dispute, the dispute will be referred to the National Grievance Committee.**

**(2) The procedures set forth herein may be invoked only by the authorized Union Representative or the Employer.**


**(3) Any Employer requiring casual or probationary employees to have a Current Negative Drug Screen in compliance with DOT regulations, shall reimburse the employee five dollars (\$5.00) per shift. Payment shall be made on a separate check.**

**FOR THE UNION:**

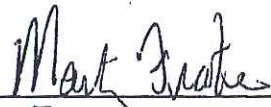
**Retail Delivery Drivers,  
Driver-Salesmen and Helpers  
and Auto Truck Drivers  
Local Union No.2785**

By   
**Joseph Cilia  
Secretary-Treasurer**

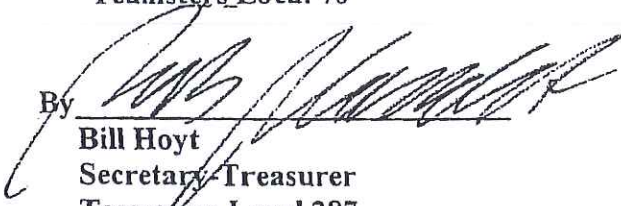
Dated 8/8/2014

By   
**William Cromartie  
Business Representative**

Dated 7/29/14

By   
**Marty Frates  
Secretary-Treasurer  
Teamsters Local 70**

Dated 8/15/14

By   
**Bill Hoyt  
Secretary-Treasurer  
Teamsters Local 287**

Dated 9/3/14

FOR THE EMPLOYERS:

By BMKK GM/VP  
Name and Title  
Freeman Exposition, Inc.

Dated 8/22/14

By Ray Lylin SR. Director LR  
Name and Title  
GIS/Global Experience Specialists

Dated Sept 5<sup>th</sup> / 2014

By Alfred M. Curran, President  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated 08/19/16



**MEMORANDUM OF AGREEMENT**  
**ADDENDUM II**

By and Between

**TEAMSTERS LOCAL UNION NO. 2785**

**TRADE SHOW INDUSTRY**


**RE: SAN FRANCISCO SICK LEAVE ORDINANCE**

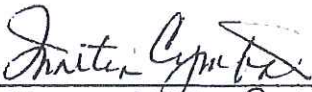
To the fullest extent permitted, this Agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended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

**For the Union**

**For The Trade Show Industry**  
**Contractors**

RETAIL DELIVERY DRIVERS, DRIVER-  
SALESMEN & HELPERS & AUTO TRUCK  
DRIVERS LOCAL UNION NO. 2785

By   
William Cromartie  
Business Representative

By   
Name and Title *St. V. Inc. President*

Dated 7-22-2011

Dated 7/22/11

JB:WC:yb  
opeiu3(50)

1.

**MEMORANDUM OF AGREEMENT**  
**ADDENDUM III**

This Memorandum of Agreement by and between the Tradeshow Employers signatory to the Convention and Tradeshow Agreement and Teamsters Local 2785, Local 287, Local 70 constitutes an amendment to such Agreement, Under the following terms and conditions.

Local 2785 Convention and Tradeshow Agreement is hereby considered the entire Bay Area Collective Bargaining Agreement within the jurisdiction of Joint Council of Teamsters No. 7 covering workers employed at Tradeshows irrespective of such workers Local Union affiliation.

Local 287 shall establish a Tradeshow and Convention pool of twenty-five (25) existing members trained and qualified to work Tradeshows under the Agreement. Such training shall be accomplished under the direction of the Local 2785 Convention Trades Training Trust and completed within three (3) months from the effective date of this Memorandum of Agreement.

Local 287's pool are casual employees and shall be dispatched by Local 287 from the Tradeshow and Convention Pool, to the extent they are available, to Tradeshows within the geographical jurisdiction of Local 287, prior to dispatch of casual employee members of Local 2785.

Such Local 287 members shall also be eligible to work Tradeshow within the geographical jurisdiction of Local 2785 following the dispatch of available casual employee members of Local 2785. The Employer may request fifty (50) percent of the number of required workers by name. Geographical jurisdiction for purpose of this Memorandum of Agreement shall be as determined by Joint Council No. 7 and accepted by the signatory Employers. The parties recognize the Tradeshow Employers right and obligation to work their regular employees, including, but not limited to, foremen and drivers prior to employing Local 287 and Local 2785 casual employees. However, within the jurisdiction of Local 287, to the extent practicable and event specific, this number shall be limited to one (1) foreman and two (2) drivers. Qualified Local 287 casuals shall be used to fill remaining positions until the list is exhausted. Thereafter, any remaining positions may be filled by regular employees or Local 2785 casuals as applicable. Nothing herein shall be construed to require that seniority employees be placed on layoff to facilitate employment of casual employees. In the event there is no work available within the jurisdiction of Local 2785 for seniority employees, either with their own employer or another signatory employer, they may be assigned one on one to work for their regular employer within Local 287 jurisdiction.



**Within the jurisdiction of Local 70 the Employers continue to reserve their right to work their regular employees. However, to the extent practicable and event specific, this shall be limited to the minimum number of required foreman and drivers. If additional forklift operators as required they shall be worked (1) on (1) with Local 70 casuals, with the first (1<sup>st</sup>) forklift position filled by Local 70. If insufficient Local 70 qualified casuals are available, remaining positions may be filled by regular employees or Local 2785 casuals as applicable.**

**In the event of deco material or freight delivered to any venue by drivers and helpers who are members of a Teamsters Local Union affiliated with Joint Council No. 7 and employed by a signatory Employer of such Local Union, no more than two (2) such employees may be utilized to unload or assist in the unloading of their one (1) truck or trailer at that venue.**

**In the event of a dispute of the implementation of this Memorandum, the Convention Trades Training Trust (CTTT) shall review the facts and circumstances of the case and render a final and binding resolution.**

**If the CTTT fails to reach a decision either party may elect to bypass the initial grievance procedure and submit the dispute directly to an expedited arbitration. Local 2785 may appoint a Local 287 Representative to vacancy on the CTTT.**

**It is the intent of the parties that this Memorandum of Agreement continues and formalizes the current work practice of the below signatory Employers within the jurisdiction of Local 287 in effect since March, 2010.**

**This Memorandum of Agreement is applicable only to such Employer Signatory to both the Master Agreement and this Memorandum. Further this Memorandum modifies and amends only such provisions of the current Local 2785 Convention and Tradeshow Agreement as stated herein. All other terms and conditions of such Agreement remain in full force and effect.**

**FOR THE UNION:**

**Retail Delivery Drivers,  
Driver-Salesmen and Helpers  
and Auto Truck Drivers  
Local Union No.2785**

By Joseph Cilia  
Joseph Cilia  
Secretary-Treasurer

Dated 8/2/2017

By William Cromartie  
William Cromartie  
Business Representative

Dated 7/29/14

By Marty Frates  
Marty Frates  
Secretary-Treasurer  
Teamsters Local 70

Dated 3/1/17

By Bill Hoyt  
Bill Hoyt  
Secretary-Treasurer  
Teamsters Local 287

Dated 7-3-



FOR THE EMPLOYERS:

By B. W. K. [Signature] GM  
Name and Title  
Freeman Exposition, Inc.

Dated 8/22/14

By [Signature] Sr. Director, LA  
Name and Title  
GES/Global Experience Specialists

Dated Sept 5<sup>th</sup> / 2014

By [Signature]  
Name and Title  
Curtin Convention & Exposition Services, Inc.

Dated 08.19.14

AMENDMENT TO ADDENDUM III

MEMORANDUM OF AGREEMENT RE TRADE SHOW WORK WITHIN JC-7

EFFECTIVE APRIL 1, 2014 THROUGH MARCH 31, 2017

This Amendment to Addendum III applies only to Article X Work Rules Section 1 Work Jurisdiction of page 16 of the current Collective Bargaining Agreement and relates only to work solely within the jurisdiction of Teamsters Local 287 and it is agreed and understood there is no change in or effect to the work practice of any current signatory Employers to the Bay Area Collective Bargaining Agreement within Teamsters Joint Council Number 7. The scope of this Amendment shall apply to all special events and concerts only within the jurisdiction of Local 287.

In accordance with the foregoing; Article X, Section 1, paragraph (a) is amended as follows (new language is underlined):

(a) Drive, load, unload trucks, trailers and vans; operate forklifts, electric pallet jacks or any other type of equipment used in connection with trucks: the loading and unloading of trucks, trailers and vans includes the transporting of all material from the truck, trailer or van to its final point of rest and transporting of all material from the final point of rest to the truck, trailer or van.

FOR THE UNION:

By [Signature]  
Bill Hoyt  
Secretary-Treasurer  
Teamsters Local 287

Dated 4/13/14

FOR THE EMPLOYER:

By [Signature] 4/6/14  
Name and Title  
Freeman Exposition, Inc.

Dated 4/22/14

By [Signature] SR. Director, LL  
Name and Title  
GES/Global Experience Specialist

Dated Sept 5<sup>th</sup> / 2014

By [Signature]  
Name and Title President  
Curtin Convention & Exposition Services, Inc

Dated 08.19.14.



MEMORANDUM OF UNDERSTANDING

By and Between

TEAMSTERS LOCAL UNION 2785

and

CONVENTION AND TRADE SHOW EMPLOYERS

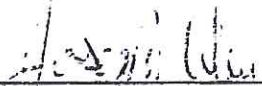
During the course of negotiations for the current Collective Bargaining Agreement Effective April 1, 2014 through March 31, 2017 the cost of employee Health and Welfare, specifically coverage under Plan 1-85 and the Maintenance of Benefits Provision Article XIV Section 3 was a major topic of concern.


The result of these discussions is the parties agree to review the provisions of Plan 1-85 through the Local 2785 Advisory Committee of the Teamsters Benefit Trust with intent to continue providing affordable healthcare for the members of the plan and recommending possible cost reductions where practicable and necessary to maintain the integrity and affordability of the plan. It is the intent of the parties to complete such review and present any mutually agreed changes to the full Trust within the first (1<sup>st</sup>) year of the effective date of the current Collective Bargaining Agreement in time for possible implementation in the successor Agreement.

FOR THE UNION:

FOR THE EMPLOYERS:

RETAIL DELIVERY DRIVERS,  
DRIVER-SALESMEN AND  
HELPERS AND AUTO TRUCK  
DRIVERS LOCAL UNION NO. 2785

By   
Joseph Cilia  
Secretary-Treasurer

By   
Name and Title  
Freeman Exposition

Dated 8/21/14

Dated 8/22/14

By [Signature] SR. Director, LL  
Name and Title  
GIS/Global Experience Specialist

Dated Sept 5<sup>th</sup> / 2014

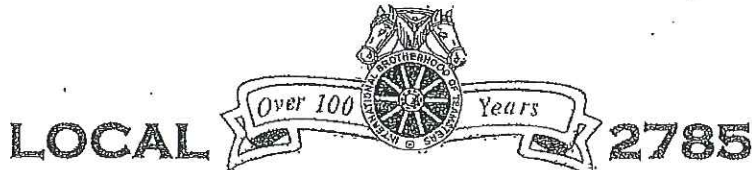
By [Signature]  
Name and Title President  
Curtin Convention & Exposition Services, Inc

Dated 08.19.14.





**RETAIL DELIVERY DRIVERS,  
DRIVER-SALESMEN AND HELPERS,  
AND AUTO TRUCK DRIVERS,  
SAN FRANCISCO AND SAN MATEO COUNTIES, CALIFORNIA**



**LOCAL 2785**  
5 THOMAS MELLON CIRCLE, SUITE 130 SAN FRANCISCO, CALIFORNIA 94134  
(415) 467-0450 FAX (415) 467-5677

**CONVENTION AND TRADE SHOW AGREEMENT 1-1-2017**

**BENEFITS: (Hourly and Monthly)**

- \$14.68 Health and Welfare (Seniority rate \$2,543.00)
- \$ 3.55 Retirement Security Fund (RSP) July 1, 2017 (Seniority Rate \$615.25)
- \$ 8.88 Western Conference Pension Trust Fund
- \$ .25 Joint Training Fund

|         | <u>DRIVERS</u>         | <u>FOREMAN</u>         |
|---------|------------------------|------------------------|
| Regular | \$35.02 + 5% = \$36.77 | \$39.41 + 5% = \$41.38 |
| 1 - ½   | \$52.53 + 5% = \$55.16 | \$59.12 + 5% = \$62.08 |
| Double  | \$70.04 + 5% = \$73.54 | \$78.82 + 5% = \$82.76 |

|         | <u>FORKLIFT</u>        | <u>HELPERS</u>         |
|---------|------------------------|------------------------|
| Regular | \$34.27 + 5% = \$35.98 | \$33.95 + 5% = \$35.65 |
| 1 - ½   | \$51.41 + 5% = \$53.98 | \$50.93 + 5% = \$53.48 |
| Double  | \$68.54 + 5% = \$71.97 | \$67.90 + 5% = \$71.30 |

wcm:gy  
opeiu(29)AFL-CIO  
revised 11-2-16

## Attachment 2

### Summary Chart of Rates for Highest Prevailing Wages for Commercial Vehicle Loading and Unloading on City Property

## Summary of Rates : Loaders and Unloaders

This chart is a summary of the hourly wage rate and fringe benefits required by the Collective Bargaining Agreement between Freeman Exposition Inc., GES/Global Experience Specialists, Curtin Convention & Exposition Services, Inc., and all other signatory employers within the greater San Francisco Bay Area and Teamsters Local 2785, Local 287 and Local 70. This Agreement is in effect from April 1, 2014 through March 31, 2017. (Attachment 2). **The chart does NOT include all the information contained in the Collective Bargaining Agreement. Please refer to Attachment for complete information on wages and fringe benefits.**

| CRAFT (JOURNEY LEVEL) A | EMPLOYER PAYMENTS |                  |         |          |  | STRAIGHT-TIME |                   | OVERTIME HOURLY RATE |           |
|-------------------------|-------------------|------------------|---------|----------|--|---------------|-------------------|----------------------|-----------|
|                         | Basic Hourly Rate | Health & Welfare | Pension | Training | Vacation varies by B hours worked and at 3, 10, and 20 years | HOURS         | TOTAL HOURLY RATE | 1.5 X                | 2 X       |
| Drivers                 | \$ 35.02          | \$ 14.68         | \$ 8.88 | \$ 0.25  | \$ 2.02  | \$ 8.00       | \$ 60.85          | \$ 78.36             | \$ 95.87  |
| Forklift Operators      | \$ 34.27          | \$ 14.68         | \$ 8.88 | \$ 0.25  | \$ 1.98  | \$ 8.00       | \$ 60.06          | \$ 77.20             | \$ 94.33  |
| Helpers                 | \$ 33.95          | \$ 14.68         | \$ 8.88 | \$ 0.25  | \$ 1.96  | \$ 8.00       | \$ 59.72          | \$ 76.70             | \$ 93.67  |
| Foremen                 | \$ 39.41          | \$ 14.68         | \$ 8.88 | \$ 0.25  | \$ 2.27  | \$ 8.00       | \$ 65.49          | \$ 85.20             | \$ 104.90 |

### Footnotes

- A. Wages include a \$0.70 increase effective January 1, 2017
- B. Vacation rates have years of service tiers and range from 40% to 100% depending on Hours/Weeks/Days
- C. Foremen are paid 15% over the Forklift Operator rate