# AGREEMENT BETWEEN

OUTFRONT Media, LLC. OF SOUTHERN CALIFORNIA OUTFRONT Media, LLC. OF NORTHERN CALIFORNIA

**AND** 

TEAMSTERS LOCAL 542 (SAN DIEGO); 853 (SAN LEANDRO) AND 986 (LOS ANGELES); AFFILATES OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

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# OUTFRONT Media INC.,

# JANUARY 1, 2019 - DECEMBER 31, 2023

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# **ARTICLE I - PURPOSE**

# **SECTION 1**

Whereas the general purpose of this Agreement is to promote the mutual interests of the Employer and its Union employees and to provide for the operation of the Employer's business under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production, the parties to this Agreement hereby agree to cooperate fully for the purpose of preventing and adjusting misunderstandings by establishing rules and minimum wage rates based on the standard of the very best effort of the employee in exchange for fair compensation.

# **SECTION 2**

This Agreement covers only those matters specifically contained herein and supersedes all prior agreements between the Employer and the Union, including any letters of interpretation, verbal understanding, arbitration award and/or past practices.

# **ARTICLE II - RECOGNITION**

#### **SECTION 1**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees covered herein as to wages, hours and working conditions. The term "employee" as used in this Agreement shall only include all employees engaged in billposting or billroom work who are employed at the Employer's present locations in California.

# **SECTION 2**

An employee who has never accrued seniority under this Agreement or predecessor agreements between the Employer and the Union, or an employee rehired after termination of seniority shall be in "probationary" status until three (3) calendar months of continuous employment. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement.

# ARTICLE III - MANAGEMENT RIGHTS

#### **SECTION 1**

Except as expressly modified or restricted by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all of it normal,

statutory, inherent and common law rights, prerogatives and functions to manage their business.

#### **SECTION 2**

The sole and exclusive rights of management which are not abridged by this Agreement shall include, but are not limited, to the following rights:

- a) To determine the existence or non-existence of the facts which are the basis of a management decision
- b) To establish, continue or discontinue policies, practices and procedures for the conduct of the business.
- c) To determine and, from time-to-time, to re-determine, the methods, processes and materials to be employed.
- d) To introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery and equipment.
- e) To discontinue processes or operations of the Employer.
- f) To establish work and quality standards.
- g) To maintain the efficiency of operations.
- h) To determine the number of hours per day or week that operations shall be carried on in accordance with the terms of this Agreement.
- To determine and to select the equipment to be used in the Employer's operations, and, from time-to-time, to change or to discontinue the use of any equipment and to select new equipment for its operations, including equipment for new operations.
- j) To establish day and night shifts, and from time-to-time, to change the shifts and the hours and employees of the shifts in accordance with the terms of this Agreement.
- k) To select and to hire employees, determine their qualifications and assign and direct their work.
- 1) To determine the number and type of employees required.
- m) To assign work to such employees in accordance with requirements as determined by management.

- n) To set the standards of productivity, the products to be produced, and/or the services to be rendered.
- o) To establish and to change work schedules and assignments in accordance with the terms of this Agreement.
- p) To transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work.
- q) To determine the fact of lack of work.
- r) To make and enforce safety rules; to make and enforce other reasonable rules governing the conduct of employee within the plant and in the field and for the maintenance of discipline.
- s) To suspend, discharge or otherwise discipline employees for just case.

The Employer shall have the sole and exclusive right to subcontract work. No employee on the active payroll as of January 1, 2000, will be laid off due solely to subcontracting.

#### **SECTION 4**

The Employer shall have the right to require of any employee at any time a physical examination by a physician of its choosing to determine said employee's physical and mental ability to perform the essential functions of his/her job classification efficiently and safely. The Employer shall have the right to evaluate the ability of the employee to perform his/her job assignment efficiently and safely, and the Employer may promote, demote, lay-off, transfer or discharge said employees as a result of such evaluation. Any disciplinary action taken under this Section 4 is grievable and/or arbitrable under the terms of this Agreement.

# **SECTION 5**

The Employer shall have the right to conduct job studies and to evaluate the work performance of the employees covered by this Agreement, and shall have the sole and exclusive right to demote, transfer or discharge employees for inefficiency, incompetence, or inability to perform the work assigned to them. Any action take under this Section 5 is grievable and/or arbitrable under the terms of this Agreement.

The Employer shall have the right to discipline and/or discharge an employee, pursuant to the OUTFRONT Media Controlled Substance & Alcohol Abuse Policy Statement dated January 2014.

The union acknowledges receipt by it and its members who are covered by this agreement of the OUTFRONT Media Substance and Alcohol Abuse Policy Statement dated March 2015. While not part of the collective bargaining agreement, the union and the employees fully endorse the said policy; and, understand and agree that the employees who are covered by this agreement are subject to said policy.

If in the future the company makes any changes to the policy it will contact the union prior to implementation to give the union prior notice as to the specific changes.

# **SECTION 7**

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

#### **SECTION 8**

The Employer's policy of expansion of output and cost reduction through improved methods and better equipment is of vital importance to the employees and the Employer. The elements of methods, equipment, etc., are the exclusive responsibility of management for the production and sale of their services and must be produced at a cost free of disadvantages in a competitive market with other kinds of advertising media.

# **SECTION 9**

There shall be no restriction placed upon the amount of work performed by any individual or group of individuals, nor shall production be limited in any manner.

# **SECTION 10**

Subject to the regular hours of work established hereunder, the Employer retains the sole right to determine the extent to which its plant or any part thereof shall be operated or shutdown or production reduced or increased. No shutdown or reduction because of the lack of sales, shortage of material or other similar causes shall be deemed a lockout within the meaning of this Agreement. The right to establish posting standards and the scheduling of operations and the choice of equipment for various jobs shall be vested exclusively in the Employer.

The Employer shall not be required to assign any employee to modified work; provided, however, journeymen billposters, who are physically incapable of performing the essential functions of the job of billposting as certified by both the employee's and the Employer's physician, shall have the right to replace a less senior billroom employee if both employees are, in the opinion of the Employer, in all respects equal in skill and ability to perform billroom work. The displaced, less senior billroom worker shall be terminated unless he/she is physically capable of performing the essential functions of the job of billposting.

# **ARTICLE IV - DISCIPLINE AND DISCHARGE**

#### **SECTION 1**

The Union recognizes and acknowledges that the Employer has the duty of maintaining good discipline among its employees because the Employer is responsible for the efficient operation of its business.

#### **SECTION 2**

The Employer shall have the right to discipline and/or discharge employees for just cause.

# **SECTION 3**

In the case of any offense which would constitute just cause for discharge of an employee, the Employer has the right to impose a penalty less than discharge; the imposition of such lesser penalty may not be used as evidence of discriminatory treatment in any arbitration proceeding under this Agreement.

#### **SECTION 4**

The following shall constitute just cause for discharge or other disciplinary action and their enumeration here is by way of illustration and shall not be deemed to exclude or restrict the Employer's right to discharge employees for any other just cause:

- a) Violation of reasonable Employer rules; and Employer rule shall be presumed to be reasonable unless the Union, within thirty (30) calendar days of the Union's receipt of a copy of a newly promulgated rule, files a grievance challenging the reasonability of the rule.
- b) Assault on an employee or a manager where there is a workplace nexus.
- c) Possessing intoxicants or illegal drugs on Employer property.

- d) Drinking intoxicants, using illegal drugs, and/or misusing legal drugs or controlled substances on Employer property.
- e) Drinking intoxicants, using illegal drugs, and/or misusing legal drugs or controlled substances off Employer property and then returning to work under the influence, thereof.
- f) Insubordination which shall be defined as a refusal of an employee to follow orders, a refusal to perform work as assigned or the use of abusive, profane and/or inflammatory language when directed at a Manager.
- g) Obtaining employment by supplying false or misleading information to the Employer.
- h) Working for any outdoor advertising media company within the State of California unless the employee has the express written permission of the Employer and the Union.
- After receiving a written warning not to do so, continuing to work for any employer if doing so interferes with the employee's satisfactory performance for OUTFRONT Media, LLC.
- j) Excessive, unexcused absenteeism and/or tardiness.
- k) Dishonesty.
- Refusal to execute any work received from or destined to another employer whose employees are locked out or on strike.
- m) Refusal to use materials or equipment received from or delivered by another employer whose employees are locked out or on strike.
- n) Falsely reporting to the Employer that the employee has posted the advertiser's copy.
- o) Loss and/or suspension of licensed driving privileges for working purposes.

If an employee fails to use, in the manner prescribed by OSHA, CAL-OSHA, and/or the Employer, safety belt and/or harness and/or safety line equipment, which is provided and the use of which is required by OSHA, CAL-OSHA, and/or the Employer, such failure will be recognized by the Employer, the Union, and the employee as a safety offense of such serious matter that said safety offense shall be deemed cause for discharge.

# <u>ARTICLE V – NO STRIKES</u>

# **SECTION 1**

There shall be no strikes (including sympathy, unfair labor practice, or wildcat strikes), sit-downs, slow-downs, work stoppages, boycotts, any acts honoring a picket line or any other acts that interfere with the Employer's operations or the production or sale of its products or services during the term of this Agreement by the Union, its officers, agents and members, or by the employees. It is understood that the foregoing proscriptions are specifically intended to include, but are in no way limited to, the following:

- a) The honoring of a picket line, or any other concerted activity, of either a sister or affiliate local of the Union, of any other organized unit at the Employer, or of any other group or individual; and
- b) The participation in or support or encouragement of any consumer boycott, advertising boycott, or information picketing, or either a sister or affiliate local of the Union, of any other organized unit at the Employer or of any other group or individual.
- c) The refusal to work or cross a picket line because the Employer has locked-out any other organized unit at the Employer or any other group or individual.

#### **SECTION 2**

The Union agrees that it will not authorize, ratify, or condone any strike or any other activity described herein. In the event of any strike or any other proscribed activity not authorized, ratified, or condoned by the Union, the Union and its officers, agents and representatives will make every good faith effort to end such activity.

#### **SECTION 3**

The obligations, rights and provisions of this Article shall be completely independent of and shall not be affected or limited by the inclusion or absence of any other provisions of this Agreement, including any grievance and/or arbitration provisions.

#### **SECTION 4**

Any or all employees participating in any activity proscribed herein shall be subject to disciplinary action, including discharge.

#### **SECTION 5**

The Employer shall have direct recourse to the National Labor Relations Board or the courts for a violation of this Article. The Employer, the International Union, and the Local Union do hereby expressly agree that any strike or other proscribed activity is and shall be deemed to be over a dispute with the Employer by an employee or group of employees involving the interpretation or effect of this Article and shall be immediately enjoined by any court of competent jurisdiction.

# ARTICLE VI - SCALE OF WAGES

# **SECTION 1**

A Billposter shall be paid hourly as follows:

# (a) (Local 542)

Effective January 1, 2019, a Billposter will be paid a forty (40) hour workweek. Thereafter:

Effective:	Per Hour	
2/1/19	\$ 24.55	
1/1/20	\$ 25.41	
1/1/21	\$ 26.30	
1/1/22	\$ 27.22	
1/1/23	\$ 28.17	

# (b) (Local 853)

Effective January 1, 2019, a Billposter will be paid a forty (40) hour workweek. Thereafter:

Effective:	Per Hour	
2/1/19	\$ 25.88	
1/1/20	\$ 26.79	
1/1/21	\$ 27.73	
1/1/22	\$ 28.70	
1/1/23	\$ 29.70	

# (c) (Local 986)

Effective January 1, 2019, a Billposter will be paid a forty (40) hour workweek. Thereafter:

Effective:	Per Hour
2/1/19	\$ 23.42
1/1/20	\$ 24.24
1/1/21	\$ 25.09
1/1/22	\$ 25.97
1/1/23	\$ 26.88

(d) In the event any of the union parties hereto or any other affiliated local union of the Teamsters' International Union enters into a collective bargaining agreement covering billposters employed in California and the terms and conditions of that collective bargaining agreement are more favorable to the employer with respect to economics and/or poster panel productivity than the terms and conditions of this OUTFRONT Media agreement, then and in such event OUTFRONT Media shall be entitled to access such more favorable terms applicable to its billposters initially hired after 1/1/11 and employed in the area(s) covered by the more employer favorable agreement via a modification of this agreement. The parties recognize and acknowledge that application of this provision will create a two-tier system with respect to the economic package.

If there is a dispute as to the appropriate contract modification OUTFRONT Media is entitled to such dispute will be resolved by arbitration pursuant to American Arbitration Association (AAA) rules for expedited labor/management arbitration.

(e) Miscellaneous clip replacements and other minor hardware maintenance is recognized by the parties as part of the copy change work process. However, the replacement of the cord/cable which requires re-installing the cable mounted perimeter hardware shall be compensated at the regular hourly rate.

The "outlying areas" for purposes of this paragraph are as follows:

- a) OUTFRONT Media LLC, Northern CA: San Jose, Vallejo/Napa ("County Run"), Lodi and Belmont/South San Mateo County.
- b) OUTFRONT Media LLC, Southern CA (San Diego): Fallbrook, Laucadia, Encenitas, Alpine, Vista, San Marcos, Ramona, Solana Beach and San Ysidro.
- c) OUTFRONT Media LLC Los Angeles: Lancaster, Palmdale and Santa Clarita.

#### **SECTION 2**

No Billposter may actually work more than forty (40) hours in a given workweek without the express permission of management.

Local 542

2/1/14 \$20.93 per hour; 10/1/14 -\$.46 to H&W, \$20.47 per hour; 1/1/15 + \$.75 wage increase, \$21.22 per hour; 10/1/15 \$.31 to H&W not deducted, \$21.22 per hour; 1/1/16 +\$.75 wage increase \$21.97 per hour; 10/1/16 \$.31 to H&W not deducted, \$21.97 per hour; 1/1/17 +\$.75 wage increase, \$22.72 per hour; 1/1/18 +\$1.00 wage increase, \$23.72 per hour.

1/1/2019: 3.5% per hour \$24.55 per hour

1/1/2020: 3.5% per hour \$25.41 per hour

1/1/2021: 3.5% per hour \$26.30 per hour

1/1/2022: 3.5% per hour \$27.22 per hour

1/1/2023: 3.5% per hour \$28.17 per hour

#### Local 853

2/1/14 \$22.69 per hour; 10/1/14 -\$.47 to H&W, \$22.22 per hour; 1/1/15 + \$.75 wage increase, \$22.97 per hour; 10/1/15 -\$.29 to H&W, \$22.68 per hour; 1/1/16 +\$.75 wage increase, \$23.43 per hour; 10/1/16 -\$.18 to H&W, \$23.25 per hour; 1/1/17 +\$.75 wage increase, \$24.00 per hour; 1/1/18 +\$1.00 wage increase, \$25.00 per hour.

1/1/2019: 3.5% per hour \$25.88 per hour

1/1/2020: 3.5% per hour \$26.79 per hour

1/1/2021: 3.5% per hour \$27.73 per hour

1/1/2022: 3.5% per hour \$28.70 per hour

1/1/2023: 3.5% per hour \$29.70 per hour

#### Local 986

2/1/14 \$23.20 per hour; 10/1/14 -\$.46 to H&W, \$22.74 per hour; 1/1/15 + \$.75 wage increase, \$23.49 per hour; 4/1/15 -\$.75 wage diverted to pension, \$22.74 per hour; 10/1/15 -\$.31 to H&W, \$22.43 per hour; 1/1/16 +\$.75 wage increase diverted to pension, \$22.43 per hour; 10/1/16 -\$.30 to H&W, \$22.13 per hour; 1/1/17 +\$.75 wage increase diverted to pension, \$22.13 per hour; 1/1/18 +\$1.00 wage increase \$.50 diverted to pension, \$22.63 per hour.

1/1/2019: 3.5% per hour \$23.42 per hour

1/1/2020: 3.5% per hour \$24.24 per hour

1/1/2021: 3.5% per hour \$25.09 per hour

1/1/2022: 3.5% per hour \$25.97 per hour

1/1/2023: 3.5% per hour \$26.88 per hour

Effective 1/1/2019, while training a new billposter the training employee will be paid an additional \$.75 per hour for each hour the training occurs not to be less than 8 hrs for each day trained. This pertains to Locals 542, 853 and 986.

# **SECTION 3**

# TRAINEE SCHEDULE - RATES

0-6 Months: 70% of scale

7-12 Months: 80% of scale

13-18 Months: 90% of scale

19 Months Full scale.

# **SECTION 4**

In the event of vehicle mechanical breakdown which renders the vehicle inoperable, a Billposter will be paid at his/her regular hourly rate from the point in time the employee calls the office to report the breakdown until the vehicle is operable up to a maximum of eight (8) hours.

# **SECTION 5**

A Billposter assigned to yard work will be paid at his/her regular hourly rate.

# **SECTION 6**

For purposes of calculating hours worked, a Billposter's workday begins at the time he arrives at his base or his first posting location; a Billposter's day ends at the time he completes his last posting assignment or the time of his return to his base after completing his last posting assignment.

# **SECTION 7**

If an employee is assigned a mixture of Billposting and Billroom work, he will be paid the applicable hourly rate. Trainee rates shall be governed by Article VI, Section 3. Journeyman Billposter rates shall be governed by Article VI, Sections 1 and 2.

# ARTICLE VII - WORKDAY/WORKWEEK

#### **SECTION 1**

Forty (40) hours actually worked at straight-time shall constitute a week's work. A scheduled workday may include as many as ten (10) hours. The provisions of this Article are intended merely to provide a basis for determining the number of hours of work for which an employee shall be paid at overtime rates, and nothing herein shall be construed as a guarantee by the Employer of a specified number of hours of work per day or per week. Employees will not be scheduled to work on Sunday as part of their scheduled workweek, unless it is necessary to meet a production schedule that must be worked to meet a request of the advertising customer.

# **SECTION 2**

The Employer shall have the sole and exclusive right to establish and, from time-to-time, change the hours for the commencement or cessation of work as well as the daily and weekly work schedules for all employees, for different job classification, or for individual employees within each job classification. Consistent with production requirements, the Employer will make a good faith effort to schedule an employee's workweek over four (4) or five (5) consecutive days.

#### **SECTION 3**

An unpaid lunch period shall be provided on each shift. The Employer shall designate the time and length of said break period.

#### **SECTION 4**

All work performed in excess of forty (40) hours straight-time in any one (1) week shall be paid for at the rate of one-and-one-half (1 ½) times the straight-time rate. There shall be no duplication or pyramiding of overtime pay.

#### **SECTION 5**

Where a Journeyman Billposter is specifically directed by the Employer to work in excess of forty (40) hours in any week, such Billposter shall be paid for such work performed in excess of forty (40) hours, at one-and-one-half (1 ½) times the normal rate set forth in Article VI of this Agreement applicable for such work.

# **SECTION 6**

When an employee reports to work there will be a minimum of a 2 hr show up time paid and when the employee is instructed to work the minimum of 4 hrs will be paid to the employee.

# **ARTICLE VIII - MANAGERS**

# **SECTION 1**

The operation of and the authority and control over the Billposting Department shall be vested and exclusively in the Employer through its representatives, the Managers. Managers shall have the right to perform any and all work in the bargaining unit. No employee on the active payroll will be laid off due to the performance of unit work by a Manager.

# **SECTION 2**

In the event of a disagreement with regard to the Manager's directions which cannot be adjusted amicably by the Manager and the employee concerned, said disagreement shall be submitted to the grievance process as provided elsewhere in this Agreement. Pending a final disposition of the disagreement through the grievance process, the Manager's orders shall be followed.

# ARTICLE IX - SENIORITY/LAYOFFS

# **SECTION 1**

The Employer shall have the right to layoff employees in any classification, or combination, thereof. In making the determination for layoffs, the Employer shall select employees for layoff using the following criteria:

- a) The comparative skills and abilities of the employees;
- b) Seniority;
- c) The comparative performance, discipline, attendance and tardiness records of the employees;
- d) The number of employees the Employer determines it needs in a particular job classification (Billposter or Billroom employee).

#### **SECTION 2**

Within a particular job classification selected for layoffs, if two (2) or more employees within the classification are equal, as determined by management, under factors (a) and (c) above, then the employee with the least seniority will be laid off.

The Company's National Operation Director and/or General Manager of the affected OUTFRONT Media local market (or person acting in said capacity) will review all decisions regarding layoffs before implementation of the decision. The decision of the National Operations Director and/or General Manager shall be final and not subject to arbitration under this Agreement, except on the grounds that the decision was arbitrary or discriminatory. If the employee with the least seniority is laid off, this decision will not be subject to grievance or arbitration.

# **SECTION 4**

Employees will be recalled according to the criteria listed in Section 1 above.

#### **SECTION 5**

The Employer shall have the right to layoff, without regard to subcontracting.

# **SECTION 6**

An employee's continuous service shall be deemed to be broken and seniority lost if:

- 1. He or she is discharged for just cause;
- 2. He or she voluntarily quits;
- 3. He or she fails to return to work after a layoff within ten (10) working days after notification by Certified Mail (unless extenuating circumstances prevent the employee from doing so);
- 4. Such employee has been laid off for three (3) months or more, unless the employee has five (5) years or more of continuous employment with the Employer, in which case, the employee shall not lose his/her seniority until he/she has been laid off for twelve (12) months or more.
- 5. An employee is absent for more than two (2) consecutive working days without just cause or without notifying the Employer.
- 6. The employee has incurred a break in active employment for any reason not listed in 1-5 above including but not limited to illness or injury which break exceeds one (1) full year, eighteen (18) months if the illness or injury is Workers' Compensation related.

No one selected for layoff may bump into another job classification.

# **SECTION 8**

Seniority shall apply only to layoffs resulting from a reduction in the workforce, rehiring and the choice of vacation times within the limits prescribed in Article XI of the Agreement. Seniority shall not apply to choice of shifts or other aspects of employment.

# **SECTION 9**

Seniority is hereby defined as an employee's length of continuous service in the main office, in a branch or in a sub-base of the Employer as an employee defined in this Agreement. Discharge or resignation shall constitute a break in continuous employment.

# ARTICLE X - UNION SECURITY AND DUES CHECKOFF

# **SECTION 1**

The Employer agrees to require as a condition of continued employment that all present employee subject to the provisions of this Agreement must become members of the Union not later than the thirty-first (31<sup>st</sup>) day following the beginning of such employment or thirty-one (31) days following the execution of this Agreement, whichever is the later, and all new or additional employees must become members of the Union not later than the thirty-first (31<sup>st</sup>) day following the beginning of such employment and all such employees must remain members of the Union in good standing thereafter by the payment of initiation fees and dues so long as they remain on the Employer's payroll.

# **SECTION 2**

The Employer, at the Union's request, agrees to withhold from the wages of those employees who so authorize it by written assignment, regular monthly Union membership dues. Assignment, once executed under this Agreement, shall be irrevocable for a period of one (1) year from the date of their execution, or until the termination date of this Agreement, or until the employee leaves the bargaining unit, whichever occurs first. The Union shall submit to the Employer properly executed assignments for those employees from whose pay deductions shall be made.

# **SECTION 3**

The Employer shall remit such deductions each month to the duly authorized officer of the Union by the twentieth (20<sup>th</sup>) day of each month.

The Union accepts full responsibility for the authenticity of each and every authorization and assignment submitted to the Employer, and the Union shall indemnify and save the Employer harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as herein provided. The Union agrees to refund promptly to the Employer any such dues or initiation fees found to have been erroneously or improperly deducted.

# SECTION 5

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deduced from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

#### **SECTION 6**

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of deductions from employee's paycheck of money requested by the Union for DRIVE. The Union assumes full responsibility for the disposition of the moneys so deducted once they have been transmitted as required by the above paragraph.

#### ARTICLE XI – VACATIONS

#### **SECTION 1**

Regular Employees shall be granted vacation benefits in accordance with the following schedule. Continuous service is defined as total continuous employment with the Employer not total continuous employment with the employment in the bargaining unit:

For computation of vacation pay, one day is equal to the applicable payment for twelve (12) fully posted poster panels for Billposters. Those employees assigned to the Billroom will receive eight (8) hours pay.

Length of Continuous Service	Duration of Vacation if Continuously Employed	Basis of Calculation
30 calendar days		
to 12 months	none	from date of employment
12 months to 120 months	10 days off with pay	from employment anniversary date
10 years to 20 years	15 days off with pay	from employment anniversary date
After 20 years	20 days off with pay	from employment anniversary date
After 21 years	21 days off with pay	from employment anniversary date
After 22 years	22 days off with pay	from employment anniversary date
After 23 years	23 days off with pay	from employment anniversary date
After 24 years	24 days off with pay	from employment anniversary date
After 25 years	25 days off with pay	from employment anniversary date

Vacations shall not accumulate from year-to-year, and employees cannot waive their vacations and draw double pay for work performed during their vacation periods; except, by mutual consent of the employee, Employer and the Union. Vacation pay will be made available prior to vacation leave provided a ten (10) day advance notice is given.

# **SECTION 3**

Vacations will be granted at such times during the year considering the wishes and seniority of the employees as well as the requirements of the Employer's operations. No more than one (1) vacation can be taken in any one (1) year; however, the Employer may allow an employee to split his vacation time a maximum of one (1) week at a time, upon the employee's request solely at the Employer's discretion.

# **SECTION 4**

Upon termination of any employee's service, he or she shall receive such vacation pay, if any, which was previously earned but not taken, and, in addition, shall receive such vacation pay as may have accrued to him or her since the date of his or her last employment anniversary in accordance with paragraph 1 of this Article.

#### **SECTION 5**

In no event will vacation benefits accrue beyond a thirty (30) day period when an employee is away from work due to illness, injury or authorized leave of absence; except, in the case of an industrial injury, such benefits will accrue for six (6) months. Vacation pay will be determined on a percentage basis for days actually worked.

# **ARTICLE XII – HOLIDAYS**

#### **SECTION 1**

The following days shall be recognized as paid holidays under this Agreement:

New Year's Day

Martin Luther King Jr. Day

President's Birthday

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

Employee's Birthday

The Day after Thanksgiving

#### **SECTION 2**

All eligible employees (those continuously employed forty-five (45) calendar days or more) shall receive pay for eight (8) hours straight-time pay if an employee is assigned to the Billroom or is still a Trainee), even though no work is performed on the above-named holidays; provided, that they are available for work on the scheduled workday preceding the holiday and the scheduled workday following the holiday, unless excused by the Employer, and have performed some compensable service during the twenty-one (21) day period prior to the holiday. The only exception to this is absence because of industrial accident, not to exceed six (6) months, or other injury or illness, not to exceed three (3) months.

# **SECTION 3**

If a holiday falls on Saturday, the Employer shall pay for such holiday. Said holiday will be recognized on the preceding Friday. If work is available, employee shall have the option of working the preceding Friday. Pay for such work shall be at straight-time hourly rates. If a holidays fall on Sunday, the following Monday shall be observed as the holiday.

# **SECTION 4**

To be eligible for the Birthday Holiday, an employee must notify the Employer, in writing, at least fifteen (15) days prior to the day on which the employee desires to observe said holiday. Approval of the day selected for the day of observance shall be at

the Employer's discretion, giving full consideration to the desires of the employee. No more than two (2) employees shall be on the same day, and seniority shall govern in the case of a conflict.

# **ARTICLE XIII – SICK AND BEREAVEMENT**

# **SECTION 1**

Upon completion of one (1) full year of service under this Agreement and its predecessors, and employee shall be entitled to six (6) days of paid sick leave for his or her use in case of bona fide illness or injury during each ensuring year of service, based upon the employee's anniversary date. Sick days will be paid at the rate of eight (8) hours pay. Upon termination, a terminated employee will be paid pro-rata for any day(s) of sick leave accrued but unused to that date. If a terminated employee has, however, used more paid sick leave to the date of his or her termination than he or she would have otherwise been entitled to on a pro-rate basis, an appropriate adjustment recouping same will be made in that employee's final paycheck.

Paid sick leave may be integrated with California State Disability payments or Workers' Compensation payments to the extent paid sick leave is otherwise available to the employee under this Article.

#### **SECTION 2**

**Section 1.1:** An employee who is hired after the effective date of this agreement will be entitled to use twenty-four (24) hours of paid sick leave beginning on the ninetieth (90<sup>th</sup>) day of employment.

Beginning on the first day of the second year of employment, employees shall receive forty-eight (48) hours of sick leave per calendar year.

Paid sick leave may be used for the following reasons:

1. Diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee:

Diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee's family member. For purposes of this section, employee's family member includes the follows:

- a. A biological, adoptive or foster child, step-child, legal ward or a child to which the employee stands in loco parentis;
- b. A biological, adoptive, or foster parent, step-parent, or legal guardian of an employee's or the employee's spouse or registered domestic

partner, or a person who stood in loco parentis when the employee was a minor child;

- c. Spouse;
- d. Registered domestic partner;
- e. Grandparent; and
- f. Sibling.

An employee who is a victim of domestic violence, sexual assault, or stalking for the purposes described in Subdivision (c) of Section 230 and Subdivision (a) of Section 230.1 of the California Labor Code.

<u>Section 1.2.</u> Employees shall be paid a maximum of 8 hours per absence on a 5-day work schedule and 10 hours per absence on a 4-day work schedule.

Section 1.3 Sick-leave payments shall begin on the first (1st) day of an absence.

<u>Section 1.4</u> Upon request, the Employer shall inform the Employee of the amount of sick leave, if any, that Employee has in the "bank."

Section 1.5 Upon termination a terminated employee will be paid pro-rata for any day(s) of sick accrued but unused to that date. If a terminated employee has however used more paid sick leave to the date of his or her termination than he or she would have otherwise been entitled to on a pro-rata basis an appropriate adjustment recouping same will be made in that employee's final paycheck.

#### **SECTION 3**

Bereavement –Upon the death of the employee's mother, father, spouse (same sex partner), son, daughter, step-children, brother, sister, current mother-in-law, current father-in-law, and grandparents for each day of paid leave; employees will receive eight (8) hours pay. Employees will be entitled to three (3) days of paid bereavement provided the employee attends the funeral of the deceased relative.

#### **SECTION 4**

Employees injured on the job shall be paid his/her regular hourly rate when scheduled to go for medical treatment on the day of the injury during regular hours of work on their initial visit.

#### ARTICLE XIV - HEALTH AND WELFARE PLAN

# **SECTION 1**

The employer will be required to pay the current monthly premium rates for each group and going forward the company will agree to pay the first \$15.00 per month of increases each renewal year of the H&W plan for the duration of this agreement. If the plans increase more than the \$15.00 per month per employee, the employee will be responsible for those increases through weekly payroll deductions.

Any premium increase in excess of the amounts set forth above and/or set forth in Appendixes A, B and/or C herein shall be paid by the employees effective at the time of and taken as reduction from the wage of each employee.

Conversely in the event of a welfare premium reduction the savings (to the company) will be calculated and the mathematical equivalent will be applied to the wage of the employees affected.

No more than once per contract year each of the three (3) local unions shall have the right to change any of the welfare fund carriers and/or revise its plan with a then current carrier. Any resulting increase or decrease in the company paid premium will be dealt with in the manner described in the immediately above two (2) paragraphs.

\*For the purpose of this Article, a regular, full-time employee is defined as an employee who is hired as a regular, full-time employee and who is on the payroll on the first (1<sup>st</sup>) day of the month and who has completed at least thirty (30) calendar days of continuous employment. Continuity of service shall not be interrupted by an absence of less than one (1) full calendar month.

An employee is not eligible under this Article until he/she has completed one (1) full calendar month of employment, this being the accruement month meaning and intending thereby that by working full-time in a given month an employee accrues the company H&W payment to be made in the succeeding month.

#### **SECTION 2**

Health and Welfare Plans to which the contribution herein above specified are to be paid must be in conformity to all applicable Federal and State laws.

#### **SECTION 3**

On behalf of Northern California Local 853 represented employees in the event an employee is absent from work due to an industrial illness or accident, and such absence exceeds three (3) payments to the Health and Welfare Plans hereunder in duration, the Employer will thereafter begin to make the appropriate monthly payment beginning with the fourth (4<sup>th</sup>) months' payment, but such payments shall not exceed or continue beyond what would otherwise be the twelfth (12<sup>th</sup>) such months' payment.

# **SECTION 4**

For employees in the Local 986 and 542 groups, in the event an employee is absent from work due to an industrial illness or accident the Company will continue to remit monthly Health & Welfare payments for up to the 1<sup>st</sup> three (3) months of Workers' Compensation related absences. Such three (3) months of continued payments will be made on behalf of an eligible employee once in a twelve (12) month period.

In the event the Congress of the United States enacts a Health Care bill that governs in any respect benefits provided under this Article and/or governs in any respect Employer dollar contributions for health care, then, notwithstanding Article XXI WAIVER. Either party shall have the right to re-open the contract to renegotiate this Article only. In such negotiations, each party shall have the full range of economic weapons to pursue its bargaining goals.

# **SECTION 6**

For employees represented by Local 986 and 542, see also Appendixes "A", "B" and "C".

# ARTICLE XV – PENSION PLAN

#### **SECTION 1**

The Employer shall contribute to the Trustees of the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement monthly sums to be effective and computed as set forth below:

# SECTION 2 (Local 542)

a) Effective January 1, 2019 the Employer shall contribute nine hundred and sixty dollars and twenty-five cents \$960.25) per month for each employee who has worked eighty (80) straight-time hours or more during said month. For employees working less than eighty (80) hours, the payment shall be computed at the rate of five dollars and fifty-four cents (\$5.54) for each hour worked during such month. This rate shall be allocated as follows: an accrual rate of five dollars and twenty cents (\$5.20) per hour and a PEER rate of thirty-four cents (\$0.34) per hour.

The Employer will contribute an addition \$ .30 per hour to the current employee pension contributions for each year of the agreement as follows:

Effective Date	Accrual Rate	PEER/84 Rate	Total Rate	Monthly Rate
01/01/20	\$5.48	\$0.36	\$5.84	\$1,012.25
01/01/21	\$5.77	\$0.37	\$6.14	\$1,064.25
01/01/22	\$6,05	\$0.39	\$6.44	\$1,116.25
01/01/23	\$6.33	\$0.41	\$6.74	\$1,168.24

b) The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purpose under the Plan. The additional contribution for the PEER/84 must be at all times 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

# SECTION 3 (Local 853)

a) Effective January 1, 2019, the Employer shall contribute one thousand one hundred thirty-five dollars and thirty-one cents (\$1,135.31) per month for each employee who has worked eighty (80) straight-time hours or more during said month. For employees working less than said eighty (80) straight-time hours, the payments shall be computed at the rate of six dollars and fifty-five cents (\$6.55) for each straight-time hour worked during such month. This rate increase shall be allocated as follows: an accrual rate of five dollars and sixty-two cents \$5.62) per hour and a PEER/80 rate of ninety-three cents (\$0.93) per hour.

The Employer will contribute an addition \$ .30 per hour to the current employee pension contributions for each year of the agreement as follows:

Effective Date	Accrual Rate	PEER/80 Rate	Total Rate	Monthly Rate
01/01/20	\$5.88	\$0.97	\$6.85	\$1,187.31
01/01/21	\$6.14	\$1.01	\$7.15	\$1,239.31
01/01/22	\$6.40	\$1.05	\$7.45	\$1,291.31
01/01/23	\$6.65	\$1.10	\$7.75	\$1,343.31

b) The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purpose under the Plan. The additional contribution for the PEER/80 must be at all times 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

#### SECTION 4 (Local 986)

a) Effective January 1, 2019, the Employer shall contribute one thousand forty-three dollars and forty-five cents (\$1,043.45) per month for each employee who has worked eighty (80) straight-time hours or more during said month. For employees working less than eighty (80) hours, the payment shall be computed at the rate of six dollars and two cents (\$6.02) for each hour worked during such month. This rate shall be allocated as follows: an accrual rate of five dollars and seventeen cents (\$5.17) per hour and a PEER rate of eighty-five cents (\$0.85) per hour.

The Employer will contribute an addition \$ .30 per hour to the current employee pension contributions for each year of the agreement as follows:

Effective Date	Accrual Rate	PEER/80 Rate	Total Rate	Monthly Rate
01/01/20	\$5.43	\$0.89	\$6.32	\$1,095.45
01/01/21	\$5.68	\$0.94	\$6.62	\$1,147.44
01/01/22	\$5.94	\$0.98	\$6.92	\$1,199.44
01/01/23	\$6.20	\$1.02	\$7.22	\$1,251.44

b) The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purpose under the Plan. The additional contribution for the PEER/80 must be at all times 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

# **SECTION 5**

Time paid for but not worked, such as holidays and vacation time, shall be considered as time worked for the purpose of this Article.

# **SECTION 6**

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

All part-time employees will have pension contributions made by the Employer in accordance with the Western Conference of Teamsters Trust Agreement.

# **SECTION 7**

With agreement of the company, which will not be unreasonably withheld, on each anniversary date of agreement, each local union (individually) may allocate additional amounts for contribution to the Western Conference of Teamsters Pension Trust thereby reducing wage rates by the exact mathematical equivalent of the extra dollars allocated to pension.

#### **SECTION 8**

The Employer agrees to participate in the Supplemental Income 401(k) Plan, a Plan intended to conform to the requirements of Internal Revenue Code Section 401(k)

for certain tax exempt employees contributory plans. The Employer's obligations to the Plan created by this Agreement are limited to:

- 1. The timely execution of the Plan's Subscribers' Agreement.
- 2. The timely payment of that portion of their wages an employee elects to pay into the Plan.
- 3. The payment shall be based on a percentage of total compensation paid to the employee during the reported period (the minimum percentage of total compensation allowed is one percent (1%).
- 4. The payment of the Plan's administrative fee of one dollar and fifty-cents (\$1.50) for each employee who elects to participate in the Plan.

# **SECTION 9**

In the event an employee is absent from employment because of induction into any of the Armed Forces of the United States, the company shall comply with the Uniformed Service Employment and Reemployment Rights Act (USERRA) enacted in December, 1994 (and any official amendments or modifications thereof).

# SECTION 10

It is understood and agreed that managerial and/or supervisory employees of the company may from time-to-time perform a limited amount of bargaining unit work pursuant to Article VIII, Section 1 herein, but such persons will not be considered to be bargaining unit employees and accordingly the employer will not make contributions to the Western Conference of Teamsters Pension Trust Fund on behalf of such individuals and the Western Conference of Teamsters Pension Trust Fund will have no obligation to provide retirement benefits for such managers/supervisors based on any supervisory and/or managerial work period.

# ARTICLE XVI - NO DISCRIMINATION

#### **SECTION 1**

Neither the Employer nor the Union nor its members will interfere with, restrain, or coerce by discipline, discharge, fine or otherwise, any employee in the exercise of his rights guaranteed by Section 7 of the National Labor Relations Act, including the right to refrain from any or all of the specified activities.

There shall be no discrimination against any individual because of his race, color, religion, gender, national origin, age, Veterans status, marital status, sexual orientation, disability (provided the disability does not prevent the employee or applicant from being able to perform the essential functions of his/her position) or any other classification as required by Federal Law.

# **SECTION 3**

Whenever the masculine gender is used in this Agreement, it shall be construed to mean either gender.

# ARTICLE XVII - GRIEVANCE AND ARBITRATION

# **SECTION 1**

A "grievance" is defined as a dispute, complaint or controversy of any kind or nature arising between the Employer and the union concerning the interpretation, operation, application, performance or alleged breach of any specific term(s) or conditions of this Agreement. When any grievance arises, there shall be no interruption of work or other violation of this Agreement of any kind on account thereof, but the same shall be settled as promptly as possible in the following manner:

Step 1: An Employee's grievance must be submitted to the first line supervisor or management representative immediately in charge of the aggrieved employee within fifteen (15) calendar days after the event giving rise to the grievance. The supervisor or management representative will give an answer to the employee by the end of the fifth (5<sup>th</sup>) calendar day following the presentation of the grievance and the giving of such answer will terminate Step 1.

Step 2: If the grievance is not settled in Step 1, the grievance will be reduced to writing by the employee, fully stating the facts surrounding the grievance and detailing the specific portions of this Agreement alleged to have been violated, signed and dated by the employee and presented to the company's operations manager within three (3) calendar days after termination of Step 1. A meeting between the Local Union Business Agent and company's General Manager or his/her designee will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within five (5) calendar days from the date the grievance is received by the General Manager. The Employer shall give a written reply by the end of the fifth (5<sup>th</sup>) calendar day following the date of the meeting and the giving of such reply will terminate Step 2. A grievance initiated by the Company shall begin at the Step 2 level upon written notification of the grievance from the Company to the Local Union Business Agent.

Step 3: If the grievance is not settled in Step 2 and the grievance is to be pursued further, and unless waived by mutual written agreement, the Union shall present the written grievance to the company's General Manager with a copy of same sent certified mail to the company's National Operations Director within three (3) calendar days from termination of Step 2. A meeting shall be arranged at a mutually agreeable location and time. The meeting shall consist of a panel of two (2) representatives from the Employer and two (2) representatives from the Union, who shall hear the grievance and attempt to resolve it. Such meeting shall take place within ten (10) working days from the date the grievance is received by the General Manager at Step 3 and the panel shall render its decision by the third (3<sup>rd</sup>) calendar day following the date of the meeting. The giving of such reply will terminate Step 3. A majority decision of the panel shall be final and binding on all parties.

# **SECTION 2:**

Grievances which are not settled and which the Union or the company desire to contest further shall be submitted to arbitration as provided in this Article XVII, but only if the grieving party (company or union) gives written notice to the opposing party of its desire to arbitrate the grievance within ten (10) calendar days after the termination of Step 3 of the Grievance Procedure. It is expressly understood that this Section 2 covers grievances which were processed and handled in accordance with the grievance procedure of Section 1 above, The provisions of Article V - NO STRIKES, are specifically excluded from arbitration under the provisions of this Article.

#### **SECTION 3:**

To proceed to arbitration, the grieving party shall request a panel from the American Arbitration Association (AAA) and the arbitration shall then proceed in accordance with the rules of the AAA governing voluntary labor arbitrations. The AAA's expedited forum will only be used if both parties agree. All arbitrations will be held in the city in which the local union party that filed for arbitration resides or elsewhere if both parties agree.

#### **SECTION 4**

Either the Employer or the Union may call any employee as a witness from work if he or she is on duty. If an employee witness is called by the Employer, the Employer will reimburse such witness for time lost; if called by the Union, the Union may pay the expense.

# **SECTION 5**

The arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as any other contract. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the fifteen (15) day period specified in Step 1 of the Grievance Procedure above or the occurrence of the grievance, whichever is the more recent.

#### **SECTION 7**

The decision of the arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.

# **SECTION 8**

All fees and expenses of the arbitration shall be paid by the losing party; these fees and expenses shall include all fees and expenses of the arbitrator, all costs and expenses of the hearing room. The cost of a transcript of the hearing shall be the responsibility of the requesting party. The hearing shall be held at a site mutually agreeable to both parties; if the site selected bears a cost, said cost shall be considered a cost of the arbitration. However, a party desiring to be represented by an attorney must bear the cost of its own legal representation and associated costs.

#### **SECTION 9**

The arbitrator may hear and determine only one (1) grievance at a time without the express agreement of the Employer and the Union.

#### **SECTION 10**

Any grievance, which is based upon an alleged violation of the express provision(s) of the Agreement occurring at a point in time after this Agreement's expiration date but before the effective date of an agreement replacing this Agreement, is not arbitrable.

# **SECTION 11**

Only the Union or the Employer may require arbitration of the other party to this Agreement.

#### **SECTION 12**

Time limits as set forth in this Article may be extended by mutual agreement between the parties but neither party shall be required to so agree.

# ARTICLE XVIII - SAFETY AND HEALTH

#### **SECTION 1**

When protective devices and other safety equipment are required by OSHA or CAL-OSHA, THEIR USE BY EMPLOYEES IS MANDATORY.

# **SECTION 2**

Safety requirement of OSHA, or CAL-OSHA, and the Employer must be complied with and safety equipment as furnished or required by the Employer must be used.

#### **SECTION 3**

In the event an employee becomes aware of an unsafe or hazardous working condition, the Employer shall be notified at once and on a form developed for that use and given to the Employer. A reasonable amount of time for correction will be determined at that time. The conditions will then be discussed at the Employer's next Safety Meeting.

#### **SECTION 4**

Employees will not be required to change copy on poster panels, which are, in fact, unsafe.

#### **SECTION 5**

Operation of an Employer vehicle in violation of California State Law, where such violation would be classified as a moving violation and would be classified as a major infraction by the Department of Motor Vehicles shall be deemed cause for discharge. It shall be a requirement of initial and continued employment that Billposters possess a valid California driver's license and maintain a reasonably safe driving record satisfactory to the Company's insurance carrier. Employees operating, riding in or otherwise working on a company owned vehicle should be aware that the Company reserves the right to inspect and search the vehicle without notice. Additionally, the Company may, in its sole discretion, monitor the operation and use of its vehicles through available technology, including but not limited to GPS systems. The company will not install video cameras and/or recording devices in vehicles without prior notification to and bargaining with the union.

# **SECTION 6**

The Employer shall conduct monthly general safety meetings with the Foreman and Supervisors. It is agreed that the Union may appoint one (1) representative who may

be permitted to participate in these safety meetings. In the event such representative is unavailable to attend the meeting, the Union shall appoint an alternate to attend in his or her place. In order to participate, the appointed Union representative and/or alternative shall bear the responsibility to adhere to the meeting schedule as determined by the Employer.

#### **SECTION 7**

No Employee shall be required to work under conditions which are detrimental to his or her health or safety.

# **SECTION 8**

The Union acknowledges that all employees as a requirement of initial and continuous employment must read, understand, honor and execute the OUTFRONT Media Personal Protective and Fall Protection Policy revised June 2018, which by this reference is made a part of this collective bargaining agreement

Other non fall protection safety violations (depending on severity) will usually result in the following three-step reprimand process:

1st offense	written reprimand
2 <sup>nd</sup> offense	three-day suspension
3 <sup>rd</sup> offense	discharge for cause

#### **SECTION 9**

With respect to non-fall protection safety violations, the above disciplinary procedures shall be in effect when the same offense is repeated or when any three (3) offenses occur within a three (3) year period. However, each given safety offense will be subject to a three (3) year time limit, except that the same serious safety offenses when repeated are not subject to any time limit. Fall protection violations will be expunged after five (5) years subject to the same no occurrence requirement.

No employee will be disciplined or retaliated against for declining to perform when such performance would violate the employer's safety standards or would represent a genuine safety hazard to himself or others.

Notwithstanding anything contained in this Article XVIII where an Employee's reckless disregard for safety results in the death or serious injury of the Employee or any other person, the Union acknowledges that termination of employment would normally be the appropriate discipline.

All accidents, no matter how minor in nature, shall be reported by the injured Employee to his or her immediate supervisor who will arrange with the medical department to provide treatment of the injury. Failure to so report shall result in disciplinary action. The Company will post this reporting requirement and confirm same to Employees at periodic safety meetings.

#### **SECTION 11**

# Work Boot Allowance:

The employer will reimburse each employee up to \$ 100.00 annually for the purchase of ANSI approved work boots.

#### **SECTION 12**

#### Rain Gear Allowance:

The employer will reimburse each employee up to \$50.00 every two (2) years for the purchase of rain gear.

#### **SECTION 13**

#### **Tools/Supplies:**

The company will provide necessary tools and supplies to the employees in order to complete their work. The employee will be required to sign a company property checklist acknowledging receipt of same and if the employee is negligent and loses their tools/equipment the employee will be responsible for replacement costs.

#### **SECTION 14**

#### Cell Phone Allowance:

Each employee who uses his/her cell phone for company business will be reimbursed \$ 200.00 annually for the use of such.

#### **SECTION 15**

#### Company vehicles:

Effective 1/1/2019 the employees will be permitted to take their company vehicles home in order to make them more efficient. Each employee will be required to sign the companies Vehicle Home Garage policy prior to being permitted to take the vehicle

home. The company reserves the right to remove an employee from this privilege if the Home Garage policy is violated.

#### **SECTION 16**

#### Jury Duty Service:

Employees will receive up to Five (5) days pay when required to serve jury duty. The employee must submit proof of serving as well as remit back to the company any monies paid to the employee for serving such duties.

#### **SECTION 17**

#### Poster Wraps

All poster wrap installation and removals will require a minimum of a 2 man crew.

# <u>ARTICLE IX – UNION REPRESENTATIVES</u>

# **SECTION 1**

The Union will not hold, without the permission of the Employer, and/or conduct any elections and/or meetings of any kind whatsoever on Employer time and/or property.

#### **SECTION 2**

Grievances shall not be processed on Employer time without the consent or request of an official of the Employer, and no committeeman shall leave his job to process a grievance without first obtaining the permission of his Manager; nor shall any employee, without the permission of his Employer, engage in Union activities, including the collection of dues or the solicitation of memberships, during his working time.

#### **SECTION 3**

Accredited representatives of the Union may visit the plant for the purpose of investigating pending grievances (provided that such grievances are of a nature that investigation and observation will assist in their determination) and for the purpose of discussing them with management as provided in Article XVII hereof. Union representatives shall not interfere in any way with the progress of the work upon such visits. Union representatives desiring to avail themselves of this privilege must first obtain the permission of the Employer, which shall have the right to make reasonable regulations concerning the time of such visits and the areas of the plant in which such representatives may go.

# ARTCLE XX - CONFLICTS WITH THE LAW

In the event any federal or state law conflicts with any provision of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

# ARTICLE XXI - WAIVER

# **SECTION 1**

The parties hereto acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subject of collective bargaining; and all such subjects have been discussed and negotiated upon; and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### ARTICLE XXII – TRANSFER OF INTERESTS

#### **SECTION 1 – TRANSFER**

This Agreement will be binding on the parties and their successors. In the event that the operation covered by this agreement is transferred, leased or sold, said operation will continue to be subject to and bound by the terms and conditions of this Agreement.

#### **SECTION 2 – NOTIFICATION**

The Company will notify, in writing, the existence of this Agreement to any successor, with a copy to the Union, prior to the transfer going into effect. The Company will also notify the Union as to the clear identity of the successor employer, its representatives, directors and their respective addresses.

# ARTICLE XXIII - DURATION AND TERMINATION

# SECTION 1

This Agreement shall remain in full force and effect from January 1, 2019 through December 31, 2023, and thereafter from year-to-year, unless either party gives notice, in writing to the other, between the ninetieth (90<sup>th</sup>) and the sixtieth (60<sup>th</sup>) day prior to December 31, 2023 or between the ninetieth (90<sup>th</sup>) and the sixtieth (60<sup>th</sup>) day prior to December 31<sup>st</sup> of any subsequent year of the desire to terminate the Agreement or modify its terms.

# ARTICLE XXIV - EXECUTION

IN WITNESS WHEREOF, we have hereunto s	set our hands and seals.
BY: TEAMSTERS LOCAL 542, IBT	2-4-19 DATE
BY: TEAMSTERS LOCAL 853, TBT	2/4/2019 DATE
BY: Whe fully TEAMSTERS LOCAL 986, IBT	2/4/19 DATE
OUTFRONT Media, LLC.	2/5/2019
OUTLICIAT MIGGIN, LLC.	DAIL

# APPENDIX "A" HEALTH AND WELFARE PLAN

# **LOCAL 986 AND 542**

Effective 1/1/19 the parties hereto agree that the Company shall, for the term of this Agreement, become a participant in a Trust Fund designated as the TEAMSTERS MISCELLANEOUS SECURITY FUND for the purpose of providing for the benefit of employees and their dependents, payments for any or all of the following: Life, Accident and certain Medical and Hospital expenses. Said Trust Fund is administered by a Board of Trustees on which employees and employers are equally represented. The parties further agree to be bound by all of the terms and provisions of the "Agreement and Declaration of Trust Providing for Teamsters Miscellaneous Security Fund: originally established October 8, 1959, so long as the Employer's contribution levels and obligations under the collective bargaining agreement are affected in no manner whatsoever.

The Employer shall pay into such Trust Fund negotiated maximum premium amounts\* as provided in the parties' collective bargaining agreement, for each regular employee covered by this Agreement. Such payments shall be used for the purpose of providing Life AD and D Insurance for employees and a multiple choice hospital and medical, vision and prescription plan for employees and their dependents and specifically designated as TEAMSTERS PLAN "A-1" Composite. Such payments shall be due on the first day of the calendar month and shall be paid not later than the tenth (10<sup>th</sup>) day of same month.

A regular employee with respect to whom such monthly payments are required to be made shall mean:

- a) Any employee on the payroll who has been on the payroll of the same employer during the preceding month; and/or
- b) Any employee on the payroll who had been employed and covered by this welfare plan by any employer within thirty (30) days of his date of employment.

For the purpose of this Section of the Agreement, employees on temporary layoff of less than a calendar month shall be deemed to be "on the payroll" during such period of layoff.

\*This amount includes \$1479.00 per month, per employee to be used for Medical, Vision and Prescription Coverage. In addition, the Employer shall pay \$237.00 per month for Retiree Plan E, per employee to be used for Retirees Health Coverage.

# APPENDIX "B" DENTAL

# **LOCALS 986 AND 542**

The parties hereto agree, effective 1/1/19 and for the term of this collective bargaining agreement, to be bound by the terms and conditions of the Teamsters Miscellaneous Security Trust Fund for the purpose of providing the benefits hereinafter specified to regular full-time employees and their eligible dependents.

For the purpose of this Article, a regular full-time employee is defined as an employee who is hired as a regular, full-time employee and who is on the payroll on the first (1<sup>st</sup>) day of the month and who has completed at least thirty (30) calendar days of continuous employment. Continuity of service shall not be interrupted by an absence of less than one (1) full calendar month.

The Employer shall make contributions to the Trust Fund in the following amount monthly for the following benefits:

	EFFECTIVE <u>DATE</u>	AMOUNT
a) Liberty Dental Premier PPO/DHMO (LDP-100) Composite	1/1/19	\$98.00

The contribution levels are part of (not in addition to) the agreed upon maximum contribution levels in Article XIV of the parties' collective bargaining agreement.

The Trustees are authorized and directed to establish reserves under this program based on long-term actuarial determinations and are further authorized and directed to invest such reserve funds with necessary professional advice.

The parties agree to be bound by all of the terms and provisions of the agreements and declarations of trust establish the foregoing Trust Funds, as amended, or as may be amended, and any rules and regulations adopted by the Trustees there under so long as the Employer's contribution levels and obligations under the collective bargaining agreement are affected in no manner whatsoever.

#### APPENDIX "C"

# **DEATH BENEFIT PLAN**

#### **LOCALS 986 AND 542**

Effective with the month of January 1, 2019, the Employer agrees to contribute three dollars and fifty cents (\$3.50) per month into a separate account of the Teamsters Death Benefit Trust Fund, Plan II, on behalf of all employees for the purpose of providing death benefits for any and all active employees on the payroll. The coverage to be provided shall be determined by the Trustees of this Fund and limited to such benefits as can be purchased with the contributions provided herein as may be determined by the Trustees.

The Trustees are authorized and directed to establish reserves under this program based on long-term actuarial determinations and are further authorized and directed to invest such reserve fund with necessary professional advice.

The payments required under this Section shall commence on the first day of the month following the completion of the first calendar month of payment.

This contribution is not part of the agreed upon maximum contribution levels in Article XIV of the parties' collective bargaining agreement.

# APPENDIX "D" HEALTH AND WELFARE PLAN

#### LOCAL 853

There is established a jointly trusteed Health and Welfare Fund known as the Teamsters Managed Trust which provides health and welfare benefits through the Teamsters Managed Health Care Trust and a supplemental savings program through the Teamsters Managed Annuity Plan.

All regular full-time Covered Employees will be eligible to be covered by the benefits provider under the Teamsters Managed Health Care Trust Fund Plan Option IIS, M20, Dental Plan D2S, Life Plan L5. The Plan shall provide life insurance benefits for eligible employees, hospital-medical benefits for eligible employees, dental care benefits for eligible employees and prescription drug and vision care for eligible employees and an Annuity Plan option for those who can prove coverage by Spouse or Parent.

Effective October 1, 2018, the monthly Cost for Teamsters Managed Health Care Trust Fund Plan Option IIS, M20, Dental Plan D2S, Life Plan L5 is \$734.00 (single), \$1,424.00 (two party), and \$2,026.00 (family).

All hours worked and time paid for but not worked such as paid time off shall be considered as time worked for the purpose of this Section.

Annuity Plan. In lieu of the hospital-medical, vision, and prescription benefits, an employee may elect to participate in the Teamsters Managed Annuity Plan. Such election shall be made in writing on forms adopted by the Board of Trustees of said Trusts and subject to rules and regulations adopted by the Board of Trustees. In order for the employee to be eligible to participate in the Annuity Plan, the employee must be otherwise eligible to participate in the Health and Welfare Plan on a monthly basis and provide proof of other medical insurance (i.e. coverage through spouse). The contributions by the Trust of the Annuity will be determined by the Trust. The balance will be directed into the Health and Welfare Plan to provide the employee with life insurance and dental benefits. Contributions to the Annuity Plan will be 100% vested.