

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL 542

AND

**THE TRADESHOW CONTRACTORS ASSOCIATION
OF SOUTHERN CALIFORNIA**

December 1, 2018 – November 30, 2023

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PREAMBLE

This Agreement is entered into effective as of the 1st day of December 2018, by and between The Tradeshow Contractors Association of Southern California (hereinafter collectively referred to the “Employer” or “Company”), and Teamsters Local 542, chartered by the International Brotherhood of Teamsters, (hereinafter collectively referred to as the “Union” or “Local Union”) covering the job functions and classifications set forth in the Schedules attached hereto, and shall expire at 12:00 midnight on November 30th 2023.

AGREEMENT

"Agreement"- Shall be defined as this labor Agreement or any written extensions or written renewals thereof.

This Agreement and Addendums - Shall cover and apply to the job functions and classifications set forth herein.

ARTICLE 1 - PARTIES AND AGREEMENT

1.1 - “Employer”, “Company” and “General Contractor”- Shall be defined as any person, firm, corporation, Employer or otherwise entity which is either referred to or specified as;

- a. “Signatory” Employer, or
- b. “Party To” Employer

1.2 - “Union” or “Local Union”- Shall be defined as the labor organization signatory to this Agreement.

1.3 - Agreement and Addendums - Shall be defined as this labor Agreement or any written extensions or written renewals thereof.

ARTICLE 2 - SCOPE OF THE AGREEMENT

2.1 - Recognition of the Union - The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agent and Representative for all employees covered by this Agreement and within the jurisdiction of the Local Union encompassing San Diego and Imperial Counties. The geographic jurisdiction of the Union shall not be modified or amended except by mutual written agreement between the parties. Jurisdictional disputes shall be resolved in accordance with the grievance and arbitration procedure.

- A. This Agreement covers all drayage, freight handling functions and work that includes, but is not necessarily limited to; scale operation, driving trucks, operating forklifts, transporting equipment, traffic direction, dispatch, receiving, traffic control, use of related freight handling equipment under the control of the Employer, crating, uncrating, loading, unloading, and transferring of freight, including empty containers and marshalling yard duties which include dispatching of drivers, traffic control, runners and all related duties.

- B. Machinery and rigging work, booth and show floor work, etc., as currently performed shall continue to be performed by employees covered by this Agreement. The Employer shall provide the required tools and equipment needed for such work. The Employer will use Local 542 qualified, employees that are up to date for required rigging procedures.
- C. In order for an Employer to become “Signatory” to this Agreement, they shall hire and maintain at least one (1) Teamsters Local 542 employee at “Regular” status to perform the work covered hereunder and be recognized under Article 25 - TERM as such.
- D. In order for an Employer to become “party to” this Agreement, they shall adhere to the Teamsters Local 542 Letter of Agreement, be in good standing with the Local Union, adhere to the Union’s annual seniority list and not be delinquent with required Employer contributions.
- E. All Companies and/or Employers must possess the required state and local licenses and demonstrate financial responsibility by posting a bond or other means satisfactory to the Union at least twenty (20) days prior to move-in if required. It shall not be a violation of this Agreement for the Union to take strike or other legal action as necessary to enforce this provision.

2.2 - Work Preservation - For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that all work covered herein by this Agreement currently being performed by bargaining unit employees shall continue in accordance with established past practices consistent with this Agreement.

2.3 - Sub-Contracting and Work Preservation Intent - The Employer shall not sub-contract any preserved work covered by this Agreement.

2.4 - Change of Business - In the event of a sale, sale of assets, consolidation, merger, assignment or transfer of majority control of the business or any part thereof, or any other change of ownership of the business of the Employer; such purchaser, assignee or transferee shall be bound by, and to, this Agreement.

2.5 - Remedy for Change - Should a purchaser, assignee or transferee referred to in Section 2.2 refuse to be bound by, and to this Agreement, the Employer agrees to indemnify all employees subject to this Agreement and shall abide by all wages, hours and working conditions contained herein for the complete term of the Agreement.

2.6 - Notice to Purchaser - The Employer shall notify any potential purchaser, assignee or transferee of the foregoing provisions relative to the purchase, assignment, transfer, consolidation or merger, etc. of the business of the Employer.

2.7 - Enforcement of the Agreement - It shall not be a violation of this Agreement for the Union to take strike action or other legal action as necessary to enforce all requirements and provisions contained herein.

ARTICLE 3 - UNION RIGHTS

3.1 - Hiring and Union Security - Whenever an Employer requires new or additional employee(s) for work covered by this Agreement, the Employer shall first (1st) call upon the Union. The Employer may then select between candidates proposed by the Union and candidates obtained from any other source whatsoever. Such selection shall be made upon merit and ability and without consideration to membership or non-membership in the Union. All employees covered by this Agreement, and all employees subsequently hired, must become and remain members of the Union in good standing after thirty (30) days from the date of hire.

3.2 - Failure to Comply - Upon notice by the Union, and confirmed by letter of failure on the part of any employee to complete membership in the Union, or failure to continue payment of dues to the Union, the Employer shall within three (3) working days, dismiss such employee. Any replacement shall be employed in accordance with the provisions of this Agreement applying to new employees.

3.3 - Return of Documents - The Employer shall furnish each new hire, at the time of hire, with the Union application card, check-off form and information sheet prepared by the Union stating Union requirements, obligations and responsibilities. Any such signed application card(s) and check-off form(s) shall be promptly mailed to the Union within ten (10) calendar days following receipt by the Employer.

3.4 - List of Regular and Casual Employees - The Employer shall submit a monthly list of all Regular, Preferred, Industry and Daily casuals employees used during the current month by the tenth (10th) day of the following month. Such list shall reflect;

- 1) Employee name, address and telephone number.
- 2) Social security number.
- 3) Classification and/ or status of employee.
- 4) Days and dates worked.

Upon request of the Union, the Employer shall submit a copy of the Employers sign-in sheet(s) for all employees working and date(s) requested.

3.5 - Initiation Fee and Dues Deductions

- A. Upon receipt of a properly executed and legally acceptable written assignment authorization furnished by the Union, the Employer agrees to deduct monthly from the first (1st) pay day in each calendar month, and forward to the Union the initiation fee due from each Regular employee, if any, and the regular monthly dues and fees, if any. For Daily casual employees, the Employer agrees to deduct seven dollars and fifty cents (\$7.50) per day worked which amount shall be credited toward the initiation fee. Payments shall be mailed to the Union prior to the twentieth (20th) day of the calendar month for which such deductions are made and a detailed list of employees for whom payment is made shall accompany such payment. Such list if practicable shall be in alphabetical order.
- B. If such authorization includes the deduction of initiation fees, one-half (1/2) of such fee shall be deducted from the first (1st) pay day of the month immediately following the date

of signing authorization and the other one-half (1/2) shall be deducted from the next following pay check.

Deductions of dues shall in all cases be made from the first (1st) pay day in each calendar month immediately following the date of signing authorization. In the event a Regular employee signing such authorization does not complete thirty (30) days of employment, any amounts deducted in the first (1st) thirty (30) days of employment shall be refunded to the employee by the Union.

- C. The Employer shall not take credits or reimbursements from any check-off of dues or initiation fees.

3.6 - Maintenance of Standards - The Employer agrees that all conditions of employment in effect on the date of signing of this Agreement, or by subsequent Agreement in writing with the Union, shall continue in effect for the life of this Agreement.

3.7 - Liquidated Damages - In the event the Employer violates Sections 3.1 through 3.5 the Employer shall be subject to pay as liquidated damages up to one hundred dollars (\$100.00) per day to a charity that is mutually agreed upon or as determined by an arbitrator up to a maximum of fifteen hundred dollars (\$1500.00) for each such violation.

3.8 - Indemnity - The Union agrees to indemnify, defend and save harmless the Employer against any liabilities or claims arising out of the operation of this Article.

3.9 - Access - Authorized Agents and Representatives of the Union shall have access to the Employer's domicile facility during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. Agents and Representatives shall give notice, when possible, to a duly authorized Management Representative upon entering the Employer's establishment. Such persons shall not interfere with the progress or safety of the work being performed. The Union shall notify the Employer in writing, by certified mail, of the names of duly authorized Agents and Representatives of the Union who shall be entitled to enter the premises of the Employer. The Union shall solely make any changes to the authorized Agents and Representatives.

3.10 - Union Steward(s) - The Union, at its discretion, may appoint up to four (4) Stewards and two (2) alternate Stewards for each location of the Employer. If a Steward must spend time resolving problems he shall notify a Supervisor first (1st) of his activity. The Steward shall be excused for a reasonable length of time during his working hours to perform his duties as a Steward. The Steward shall not disrupt or interfere with the normal operation of the Employer's business.

3.11 - Union Bulletin Board - The Employer agrees to provide a suitable Union bulletin board in each of their terminals or warehouses. Postings by the Union on such bulletin boards are to be confined to official Union business such as notices of Union recreational and social affairs, Union elections and results of Union elections, appointments and Union meetings. An Agent or Representative of the Union must sign all official Union notices.

3.12 - D.R.I.V.E - A Signatory Employer will deduct from employees pay checks no more than one (1) time each twelve (12) months upon receipt of signed check-off authorizations indicating the amount to be deducted and remit such to the Teamsters Drive Fund.

ARTICLE 4 - GENDER REFERENCE

As used in this Agreement, all references to gender such as “he”, “him”, and “his”, additionally including references to “they”, “them”, and “theirs”, shall apply equally to both sexes.

ARTICLE 5 - NONDISCRIMINATION

The Employer is an equal opportunity Employer and is committed to the principles and practices of equal opportunity employment. The Employer does not discriminate based on an applicant’s or an employee’s race, color, religion, sex, sexual preference, national origin, citizenship, age, Union activity, Union membership, physical or mental disabilities or any other characteristic protected by state or federal law.

The Employer shall make reasonable provisions to provide a safe, clean and healthy work environment free from harassment based on such factors.

ARTICLE 6 - CASUAL LABOR

The parties recognize the need to utilize Preferred, Industry and Daily casual employees. The terms and conditions of this Agreement, with the exception of pension contributions, shall not apply to Daily casual status employees, unless expressly provided for in the specific term or conditions of this Agreement.

6.1 - Limitation of Use of Casual Employees - The Employer is not in favor of utilizing Preferred, Preferred Retiree, Industry or Daily casual employees to deprive Regular, Crossover and Regular Retiree employees of work covered by this Agreement.

6.2 - Qualifying Hours

- A. All hours worked outside of Teamsters Local 542 jurisdiction encompassing San Diego and Imperial Counties by members of Local 542, in good standing and performed for Employers “Signatory” and “Party To” this Agreement, shall be included in the determination of Preferred and Industry casual status. No member of any other Local Union may use worked hours within their Local Unions jurisdiction to secure seniority within the geographical area and jurisdiction covered in this Agreement.
- B. **Daily Casual** - Employees residing within the geographical jurisdiction of, and in good Union standing with, Teamsters Local 542 shall be offered work before any other Daily casual employee, provided they are on the Signatory Employer’s jointly compiled list of forklift certified individuals. The Employers agree to acknowledge one another’s certifications and shall maintain and update this list on a weekly basis.

Effective December 1, 2013 - Daily casual employees in compliance with all other terms and conditions as set forth in the entirety of this Agreement, and making themselves available for work assignment and completion, shall be expressly provided the right to exercise Article 21 for the limited purpose of daily work opportunities.

- C. **Annual Qualifying Hours** - Should a Preferred or Industry casual status employee who, due to lack of available work, is unable to qualify to maintain their status in the subsequent year, may submit a written request to the Union to retain their status. The Union and Signatory Employers to this Agreement shall review the case and render a final and binding decision within thirty (30) calendar days of said employee's request. Required work hours work for Preferred and Industry casual status may only be waived by the Union and Signatory Employers to this Agreement.

ARTICLE 7 - EMPLOYEE CLASSIFICATIONS AND STATUS

Definition(s):

7.1 - Regular Employee - A "Regular" is an employee hired by a signatory Employer to this Agreement. Upon hire, such Regular employee shall serve a probationary period of ninety (90) days. Upon successful completion of the probationary period, such employee shall remain a Regular status employee until termination or separation of employment occurs. During the probationary period, the Employer retains the right to terminate employment without recourse from the grievance and arbitration procedure.

7.2 - Crossover Employee - A "Crossover" employee is a Regular employee that is performing work for any Employer other than their own. Crossover status guarantees that such Regular employee will continue to retain the applicable wages and contractual entitlements when making themselves available and accepting a work assignment from additional Employers.

7.3 - Regular-Retiree Employee - A "Regular-Retiree" ("RR") is an employee that prior to retirement was employed as a Regular employee within the Convention and Tradeshow Industry and retired at such status. A Regular-Retiree shall continue to receive the applicable Regular employee wage rates for all hours worked, is not required to work any set amount of hours to retain such status nor are they prohibited from accepting a work assignment from any Employer they so choose. Among other contractual entitlements, Regular-Retiree employees qualify for health and welfare supplements from all "Party To" Employers.

7.4 - Preferred Casual Employee - A "Preferred" casual is an employee that has worked eleven hundred (1100) hours or more within the Convention and Tradeshow Industry during the proceeding rolling calendar year. Among other contractual entitlements, Preferred casual employees qualify for health and welfare benefits contributions.

7.5 - Industry Casual Employee - An "Industry" casual is an employee that has worked seven hundred (700) hours or more within the Convention and Tradeshow Industry during the proceeding rolling calendar year.

7.6 - Daily Casual Employee - Employees not eligible for Preferred or Industry casual status shall be considered Daily casual employees.

7.7 - Preferred-Retiree Employee - A “Preferred-Retiree” (“PR”) is an employee that prior to retirement was employed as a Preferred casual employee within the Convention and Tradeshow Industry and retired at such status. Preferred-Retiree employees qualify for health and welfare benefits contributions from all “Party To” Employers, though work notification and availability shall be offered as a Daily casual status employee. A Preferred-Retiree employee shall continue to maintain such retired status and the applicable Preferred casual wage rates for all hours worked provided he;

1. Works at least two hundred (200) hours in any one (1) calendar year, and
2. Does not exceed two (2) calendar years without completing 200 hours of work.

7.8 - Dual Seniority Prohibited - Notwithstanding any other provision of this Article; any employee holding seniority with one (1) Signatory Employer shall be prohibited from obtaining seniority with another Employer unless resigning from the Employer in which he holds seniority. Notification to both Employers by the employee, in writing and by certified mail, shall be given. After such written notice has been made, the employee may begin to establish new seniority beginning on the date in which the certified mail was sent.

ARTICLE 8 - REGULAR EMPLOYEES

8.1 - Seniority - Seniority shall consist of the length of continuous service with the Employer. The Employer is not in favor of utilizing Preferred, Industry, Daily casual or Preferred Retiree employees to deprive Regular, Crossover and Regular Retiree employees of work covered by this Agreement.

8.2 - Seniority List - The Employer shall post and maintain a current seniority list at all times in a conspicuous place in the terminal and at all warehouses. A new or updated seniority list shall be posted every thirty (30) calendar days, but no later than five (5) working days following the end of the month. If any change has occurred in the seniority list, the Employer will email and mail a copy of the same by-standard mail to the Union. The seniority list shall contain the proper name of each employee so listed and the employee's date of hire.

8.3 - Same Seniority Date - In the event any employee would have the same seniority date due to the operation of this provision the seniority ranking of such employee shall be determined according to the first (1st) day actually worked or if the same date, then by the total number of hours worked the preceding year.

8.4 - Seniority Upon Acquisition - In the event of purchase, merger or acquisition of the assets and operations of any convention and trade show company which has a labor Agreement with any Union signatory to this Agreement, seniority of all affected employees shall be determined by mutual agreement between the Employer and Union within thirty (30) calendar days after the effective date of the purchase, merger or acquisition. If the Employer and the Union do not reach an agreement regarding the seniority of the employees affected by the purchase, merger or

acquisition within the said thirty (30) calendar days, the Union may process the matter in accordance with the grievance and arbitration procedure provided within this Agreement.

8.5 - Seniority Upon Sale - In the event of sale, merger or transfer, seniority of all affected employees shall be determined by mutual agreement between the successor Employer and the ~~Local~~ Union within thirty (30) calendar days after the effective date of the sale, merger or transfer. If the successor Employer and the Union do not reach an agreement regarding the seniority of the employees affected by the sale, merger or transfer within the said thirty (30) calendar days, the Union may process the matter in accordance with grievance and arbitration procedures provided within this Agreement.

8.6 - Displacement - Any Regular seniority employee displaced by Section 8.4 shall be placed at the top of the Preferred casual seniority list and maintain all Crossover rights for a period of eighteen (18) months from his official date of release from his Employer.

8.7 - Loss of Seniority and Employee Status - Continuity of service shall not be broken by reason of bona fide industrial illness or injury not to exceed twenty-four (24) months. Subject to a doctor's certification regarding the employee's inability to physically perform his former duties, such time off shall not be by leave of absence granted in accordance with Article 8. Seniority shall be considered broken by any of the following:

1. Discharge.
2. Resignation.
3. Six (6) consecutive months of layoff.

8.8 - Bidding - A bid position shall be posted for bidding on a seniority basis. Such posting shall be in a conspicuous place agreed to by the Union and shall be open and posted for ten (10) calendar days prior to awarding so all eligible employees may receive notice. Disputes related to bidding may be submitted to the grievance and arbitration procedure.

Bid sheets shall give the job name, a brief description, skills and abilities required and effective dates of the bid.

The Employer shall notify any Regular employee on an excused absence of greater than seven (7) calendar days of a pending bid position.

8.9 - Warehouse Bid - The Warehouseman position shall be a bid position. If the successful bidder requests to be released from his bid he shall not be eligible to bid this job for one (1) year. The minimum wage shall be at a forklift rate.

8.10 - Warehouse Closure - If the warehouse is not open on any day, including weekends, or is closed for the remainder of a day, the warehousemen shall revert to the bottom of the Employers seniority list. For work assignment purposes, such may be at the option of the employee or subject only to qualifications, skills and abilities to perform the work.

8.11 - Emergency Exception - For "time-sensitive" or "emergency" situations, it shall not be a violation of this Agreement for a warehousemen/receiver to perform work normally performed by

other drayage personnel; however, abuses of such right shall be subject to the grievance and arbitration procedure.

8.12 - Reduction of the Workforce - In the reduction of the work force due to lack of work, the last Regular employee hired shall be the first (1st) employee laid off provided the senior employee can perform the work required. In recall, the last Regular employee laid off shall be the first (1st) employee re-called until the list of employees is exhausted. Provided all skills and abilities are equal.

8.13 - Severance Pay - In case of severance of employment, either voluntarily or by termination after one (1) year of service with the Employer, an employee shall be entitled to pay in lieu of vacation. Pro-rated wages will be based upon years of seniority and the applicable percentage set forth in Section 18.14, #C. In case of severance of employment by discharge for cause, the employee shall not be entitled to pro-rated vacation.

8.14 - Legal Services Trust - Effective February 1, 2003, the Employer shall contribute eleven dollars (\$11.00) per month for each Regular employee into the Teamsters Legal Services Trust Fund for the purpose of providing, for employees and their eligible dependents, legal benefits as provided for in the Trust Agreement.

- A. The Employer agrees to sign a Trust acceptance document required by the Teamsters Legal Services Fund.
- B. All Regular employees of the Employer will be eligible for the benefits provided they had compensated hours in the preceding month.
- C. The Employer's maximum obligation to contribute to provide the above benefit per month during the term of this Agreement will be eleven dollars (\$11.00). Any cost above this will be deducted from the employee's earning on the second (2nd) pay period of the month in which it is paid by the Employer.

8.15 - VACATION

- A. **Vacation Scale** - Regular employees shall be entitled to the following time off, with pay, based on continuous years of service:
 - 1 year:** One (1) week equaling (5) days.
 - 2 - 6 years:** Two (2) weeks equaling ten (10) days.
 - 7 - 14 years:** Three (3) weeks equaling fifteen (15) days.
 - 15 + years:** Four (4) weeks equaling twenty (20) days.
- B. **Years of Continuous Service** - For this purpose shall be based on the completed years of continuous service as of December 1, 1995.
- C. **Vacation Computation** - Vacation pay shall be computed at the employee's regular straight-time hourly rate in effect at the time the employee actually takes his vacation or pay in lieu of.

In order to qualify for the full vacation allotment with pay an employee must work eighteen hundred (1800) hours or more during his anniversary year. An employee who does not qualify for the full vacation allotment shall instead receive pro-rated vacation with pay based on the ratio in which the hours he worked equals eighteen hundred (1800).

For the purpose of computing vacation eligibility, time worked shall include the following:

1. All hours actually worked, and
2. Time paid for, but not worked, such as; holidays, vacation, sick leave and bereavement leave.

- D. Pay in Lieu of Vacation** - All vacations earned must be taken. However, by mutual agreement between the Employer and the employee, the employee may work and be paid in lieu thereof. If an employee works his vacation, the same privilege shall be granted to all other employees. If worked, the employee must work at the bottom of the Regular seniority list during his vacation.
- E. Vacation Carry Forward** - With approval of the Employer, an employee may hold a portion of his vacation in abeyance to be added to and taken in connection with his vacation during the following year. Any vacation held in this manner shall be paid at the rate of pay the employee received when he took his vacation the previous year. If all vacation is held over, then the pay shall be the rate in effect at the time the vacation was due the previous year.

8.16 - LEAVE OF ABSENCE

- A. Accrual on Leave** - Notwithstanding anything to the contrary contained in section 8.3, any employee who is on leave of absence from work because of industrial or non-industrial illness or injury shall continue to accrue seniority during the first twelve (12) months of said industrial or non-industrial illness or injury. In the case of a continued absence after the first twelve (12) months in case of an industrial illness or injury, an employee shall be entitled to maintain but not accrue seniority for an additional twelve (12) month period. If after said twelve (12) month period has elapsed the employee is unable to return to work, the employee's continuity of service and seniority shall be considered broken and his employment will be terminated.
- B. Personal Leave** - Any employee desiring leave of absence from his employment shall secure written permission from the Employer with a copy to the Union. Except as otherwise provided for in this Article, the maximum leave of absence shall be for thirty (30) calendar days and may be extended for like periods. Written permission for such extended periods shall be secured from the Employer with a copy to the Union. The first (1st) approved leave of absence plus any approved, extended leave of absence shall not exceed a maximum of twelve (12) months. During an approved leave of absence, the employee shall not engage in gainful employment with another Employer. An employee shall suffer complete loss of seniority and employment if he engages in gainful employment without the prior approval of the Employer and the Union.

- C. **Bereavement Leave** - In case of death in a Regular employee's immediate family, which shall consist of; father, mother, wife, husband, brother, sister, son, daughter, significant other, grand parents or immediate step-relatives the Employer shall allow such employee up to two (2) days leave of absence at straight-time pay to attend the funeral and/or make arrangements when such funeral is held inside the state of California and up to four (4) days leave at his straight-time rate of pay to attend the funeral outside the state of California. The Employer shall be required to pay the employee only for time off from work for funeral leave falling on Monday through Friday. The Employer may require proof of the relationship as a condition of paying said funeral leave pay. An employee may make a request for additional days off without pay. The Employer agrees to accommodate this request to the best of their ability.
- D. **Military Leave** - For the purposes of this Labor Agreement between the parties, employees enlisting or entering the military service of the United States, pursuant to the provisions of the "Military Selective Service Act" of 1967 and the "Uniformed Service Employment and Re-Employment Rights Act" (USSERRA) of 1996, as amended, shall be granted all rights and privileges provided by the Act.

ARTICLE 9 - WORK ASSIGNMENT

9.1 - Work Assignment Definition - A "Work Assignment" is defined to mean all consecutive hours worked within a twenty four (24) hour period on the same job #. No employee may receive two (2) minimum hourly guarantees within a twenty-four (24) hour period.

9.2 - Assignment by Seniority - The Employer shall make every attempt to assign the most senior personnel to jobs with the highest revenue producing potential.

Note: The length of shift and rate of pay are to be considered.

9.3 - Daily Assignment of Work - All work shall be assigned on a day-to-day basis by seniority, provided qualifications, skill and abilities are relatively equal.

Once an employee has received a work assignment within a job number (#) they can only be displaced by a senior employee, provided such junior employee has fulfilled their minimum hourly guarantee for that shift, or as a result of a customer related concern or discrepancy. If an employee declines a specific work assignment they waive all rights to that work assignment for the duration of that shift. No employee may be displaced by another employee from a different job # regardless of seniority.

9.4 - Shift Work - The Employer may establish shifts within any twenty-four (24) hour period but the manning of these shifts will be by seniority. The number of employees needed per shifts will be at the option of the Employer. It is not the intent of this language to negate an employee's seniority as outlined within the contents of this Agreement.

9.5 - Limitation of Use of Casual Employees - The Employer is not in favor of utilizing Preferred, Preferred Retiree, Industry or Daily casual employees to deprive Regular, Crossover and Regular Retiree employees of work covered by this Agreement.

ARTICLE 10 - WORK NOTIFICATION

10.1 - All work shall be assigned and or offered on a day-to-day basis by seniority, provided qualifications, skills and abilities are relatively equal.

Note: "Key" Positions shall be the only exception.

10.2 - Signatory Employers - shall offer all available work to Regular employees by seniority within their respective Companies.

Note: A Regular employee who accepts a job assignment from another Employer has the ability to call off up to the End of Notification Deadline ("E.N.D") of their parent Company.

10.3 - Employers shall notify all employees of available work assignments daily Monday through Friday (i.e., Monday call for Tuesday assignment, etc.). Work assignment availability for Saturday through Monday will be made available and offered on the Friday preceding those days.

10.4 - Seniority and Work Notification(s) - Once a work assignment has been offered and accepted, only by mutual agreement can it be changed after the designated E.N.D. has expired.

10.5 - "Call-in/Call-back" Notification(s) & Rules - All employees shall call the Employers designated labor line number(s) by 9:00 A.M. Monday through Friday to make their availability for work each following day. The Employer & employee shall each leave an accurate telephone number to respond to.

Although work assignment calls may be made before 9:00 A.M. by the Employer, the employee shall have until 10:00 A.M. (at minimum) to return the Employers call and accept the work assignment. In any event, the employee has a one (1) hour grace period from the first, initial call time in which the Employer attempted to provide an available work assignment.

Failure of an Employer to adhere to, or meet the above outlined work notification times and conditions, shall entitle an employee to exercise all guarantees provided for in this Agreement.

Failure of an employee to meet the above stated availability conditions shall make them ineligible to exercise daily guarantees for such work assignment as provided for in this Agreement.

Should an employee need to call off due to illness or other unforeseen event, he must call the respective Employers labor line prior to the beginning of his work assignment.

10.6 - Designated Time(s)

Regular - E.N.D. is 11:00 A.M.

Crossover - E.N.D. is 12:30 P.M. *Crossover Employees shall work before Regular-Retiree's.

Regular-Retiree - E.N.D. is 12:30 P.M.

Preferred Casual - E.N.D. is 1:30 P.M.

Industry Casual - E.N.D. is 2:30 P.M.

Daily Casual and Preferred-Retiree - *Notification may be at any time.

10.7 - Key Positions

A. Designated Key Positions

1. **Show Foreman** - The Employee must be available for the duration of the show schedule and have shown sufficient skill to fulfill the duties of the position.
2. **Association Foreman** - The Employee must be available for the duration of the show schedule and have shown sufficient skill to fulfill the duties of the position.
3. **Floor Foreman/Hot Shot** - The Employee(s) must be available during the move-in and move-out schedules of the show and have shown sufficient skill to fulfill the duties of the position.

10.8 - Key Positions and Continuity - It is recognized by the Union and signatory Employers that certain positions referred to as “Key Positions” are critical and must maintain continuity throughout the duration of a show. Such positions shall be offered and awarded on a “Show Schedule” basis to provide continuity as opposed to a day-to-day basis.

10.9 - Key Position(s) Work Assignment - These positions shall be offered by seniority and the employee’s willingness and ability to commit to the dates of the show schedule. Employees accepting such work must be qualified to perform the necessary duties and shall not be subject to displacement by any other employee during the schedule of the show. An employee accepting a key position shall not be reduced from their highest rate of pay.

ARTICLE 11 - HOURS AND OVERTIME GUARANTEES

11.1 - Workweek Definition: *Monday through Sunday* shall constitute a workweek.

11.2 - No Duplication - When two (2) or more types of overtime or premiums are applicable to the same hours worked, only the higher of such payments shall be paid. In no case shall overtime or premium payments be duplicated or pyramided.

11.3 - Exceptions - Any exceptions to this Article shall only be by prior mutual agreement between the Union and the Employer, confirmed subsequently by letter.

11.4 - DAILY GAURANTEES

A. REGULAR, CROSSOVER & REGULAR-RETIREE

Monday through Friday - When reporting Monday - Friday for duty, and not voluntarily leaving work, a *minimum guarantee of eight (8)* hours of pay shall apply for each day worked.

*In any event, time and one-half (x1.5) shall be paid for all hours worked between the hours of: *9:00 p.m. to 6:00 a.m.*

Saturday - For all work performed on Saturday, the hourly overtime wage rates and minimums as set forth shall apply;

1. Hours 1 - 12 at time and one-half (x1.5).
2. Hours 12+ at double-time (x2).
3. A *minimum guarantee of six (6)* consecutive hours of work.

Sunday - For all work performed on Sunday, the hourly overtime wage rates and minimums as set forth shall apply;

1. Hours 1 - 8 at time and one-half (x1.5).
2. Hours 8+ at double-time (x2), provided the employee has worked forty (40) hours during the same workweek.
3. A *minimum guarantee of six (6)* consecutive hours of work.

*In any event, double time (x2) shall be paid for all time worked in excess of twelve (12) hours.

B. PREFERRED CASUAL & PREFERRED-RETIREE

Monday through Friday - When reporting Monday - Friday for duty, and not voluntarily leaving work, a *minimum guarantee of six (6)* hours of pay shall apply for each day worked.

*In any event, time and one-half (x1.5) shall be paid for all hours worked between the hours of: ***9:00 p.m. and 6:00 a.m.***

Saturday - For all work performed on Saturday, the hourly overtime wage rates and minimums as set forth shall apply;

1. Hours 1 - 12 at time and one-half (x1.5).
2. 12+ hours at double-time (x2).
3. A *minimum guarantee of six (6)* consecutive hours of work.

Sunday - For all work performed on Sunday, the hourly overtime wage rates and minimums as set forth shall apply;

1. Hours 1 - 8 at time and one-half (x1.5).
2. Hours 8+ at double-time (x2), provided the employee has worked forty (40) hours during the same workweek.
3. A *minimum guarantee of four (4)* consecutive hours of work.

*In any event, double time (x2) shall be paid for all time worked in excess of twelve (12) hours.

C. INDUSTRY CASUAL

Monday through Friday - When reporting Monday - Friday for duty, and not voluntarily leaving work, a *minimum guarantee of four (4)* hours of pay shall apply for each day worked.

*In any event, time and one-half (x1.5) shall be paid for all hours worked between the hours of: ***9:00 p.m. and 6:00 a.m.***

Saturday - For all work performed on Saturday, the hourly overtime wage rates and minimums as set forth shall apply;

1. Hours 1 - 12 at time and one-half (x1.5).
2. Hours 12+ at double-time (x2).
3. A *minimum guarantee of four (4)* consecutive hours of work.

Sunday - For all work performed on Sunday, the hourly overtime wage rates and minimums as set forth shall apply;

1. Hours 1 - 8 at time and one-half (x1.5).
2. Hours 8+ at double-time (x2), provided the employee has worked forty (40) hours during the same workweek.
3. A *minimum guarantee of four (4)* consecutive hours of work.

*In any event, double-time (x2) shall be paid for all time worked in excess of twelve (12) hours.

D. DAILY CASUAL

Monday through Friday - When reporting Monday - Friday for duty, and not voluntarily leaving work, a *minimum guarantee of four (4)* hours of pay shall apply for each day worked.

In any event, time and one-half (x1.5) shall be paid for all hours worked between the hours of: ***9:00 p.m. and 6:00 a.m.***

Saturday - After four (4) hours of work on Saturday, the hourly overtime wage rates and minimums as set forth shall apply;

1. Hours 1 - 4 at straight time.
2. Hours 5 - 12 at time and one-half (x1.5).
3. Hours 12+ or more at double-time (x2).
4. A *minimum guarantee of four (4)* consecutive hours of work.

Sunday - After four (4) hours of work on Sunday, the hourly overtime wage rates and minimums as set forth shall apply;

1. Hours 1 - 4 at straight time.
2. Hours 5 - 8 at time and one-half (x1.5).
3. Hours 8+ at double-time (x2), provided the employee has worked forty (40) hours during the same workweek.
4. A *minimum guarantee of four (4)* consecutive hours of work.

*In any event, double time (x2) shall be paid for all time worked in excess of twelve (12) hours.

11.5 - Variable Work Assignment Guarantees

- A. **Worksite Distance** - When *any* employee, regardless of status, reports for duty to a work site that is in excess of 100 miles from the San Diego Convention Center, the hourly

guarantee for that day, or days they report, shall be eight (8) hours per day, except in cases where an employee voluntarily leaves work.

- B. Subsistence Expense and Mileage** - All Employees remaining out of town overnight shall be reimbursed for actual, reasonable expenses for meals, lodging and transportation in accordance with the Signatory Employers policy. Meal expense allowance shall not be less than the Internal Revenue Service allowance in effect at the time of the trip. Mileage allowance for use of the Employee's personal vehicle shall not be less than the Internal Revenue Service mileage allowance rate in effect at the time of the trip.

Employee's requesting an expense advance shall submit such request during normal business hours in accordance with the Employer's procedure. Within seven (7) calendar days after the conclusion of said trip employee will provide backup receipts for expenses to the Employer.

Mileage Compensation - When *any* employee works at a job site other than the Employer's warehouse or facility, they shall receive the following premiums based on the following distance(s) from the San Diego Convention Center to the worksite for the first (1st) day.

| | |
|-----------------|-----------------|
| 20 - 49 miles | \$40.00 per day |
| 50 - 99 miles | \$60.00 per day |
| 100 - 149 miles | \$75.00 per day |

- C. Telephone Reimbursement** - All employees shall be reimbursed for money spent for telephone calls involving Employer business. Specifics of all phone calls must be itemized, submitted and settled weekly.
- D. Meetings** - A *four (4) hour guarantee* shall apply for the purposes of meetings, Employer events, etc. The Employer will not "mandatory" an employee to attend so as to cause financial loss/hardship from having to refuse a longer period of work from another Employer.
- E. Called-in Employees** - If an employee is called in to finish a shift for another employee, who for an emergency reason is unable to finish his day's work, shall be paid the applicable rate for the number of hours worked, but *in no event is he to be paid for less than four (4) hours.*
- F. Off Duty Hours** - No employee shall return to work without eight (8) hours off duty, except at time and one-half (x1.5) or two times (x2) the wage rate applicable under the contract.

11.6 - Legal Guarantees

- A. Meals** - All employees are to be compensated from the time they start working on any day until discharged from duty at the end of the day, except time out for meals. All time lost through no fault of the employee in starting to work shall be considered work time. For

shifts over eight (8) hours, the Employer agrees to adhere to all state and federal laws pertaining to break and meal period entitlements.

Meal periods shall be not less than one-half (1/2) hour and shall be taken, and completed, during the fourth (4th) and sixth (6th) hours of work. Should a second (2nd) meal period be required by law, the Employer will compensate employees for such time worked.

- B. **Rest Periods** - A fifteen (15) minute paid break period shall be between the second (2nd) and third (3rd) hours of work and the sixth (6th) and seventh (7th) hours of work.

11.7 - Optional Conditions

- A. **Request To Be Excused** - The Employer shall give due consideration to a request from an employee that he be excused from work assignment exceeding eight (8) hours if the employee makes such request to management at the beginning of their shift. The Employer agrees to make fair and reasonable accommodations for such employee request when possible.
- B. **Voluntary Employee Meetings** - Employees may voluntarily attend Employer meetings on their own time, but shall not be required to attend without pay. An Employer will not discriminate against an employee for not attending a voluntary meeting.

ARTICLE 12 - SAFETY AND TRAINING

The Employer and the employee shall comply with applicable federal and state laws, statutes, regulations and orders relating to job safety.

12.1 - Heavy Items - The Employer agrees to provide sufficient man power to move large heavy items, consistent with good safety practice.

12.2 - Review and Remedy - The Employer agrees to review and provide remedy and/or restoration to an employee within fourteen (14) calendar days of any workplace accident.

12.3 - Working Alone - Any employee working alone where there are no other employees of the same Employer in the same facility shall check in by telephone three times (x3) per day; mid-morning, noon and mid-afternoon. The Employer and the employees shall do this to meet their responsibilities under safety laws.

12.4 - Traffic Citations and Company Vehicles - The Employer shall be responsible for the payment of traffic citations and fines only for equipment violations, overloading violations on a Employer vehicle and citations for parking and driving on a posted street where directed by a Supervisor to either illegally park or drive on said posted street. Citations must be submitted to the Employer within two (2) working days after their issuance. If not, the Employer shall not be responsible for same. Line drivers shall have ten (10) calendar days to report such citation.

12.5 - Breakdown or Impassable Highways - On breakdowns or impassable highways, drivers on all trips shall immediately contact the Employer by telephone to advise the Employer of the location and nature of the breakdown and/or impassable highway condition. Such drivers shall be

paid the minimum hourly rate for all time spent on such delays, commencing with the first (1st) hour or fraction thereof, but not to exceed eight (8) hours out of each twenty-four (24) hour period, except that when an employee is required or ordered to remain physically with his equipment during such breakdown or impassable highway condition, he shall be paid for all such delay time at the rate specified in the Agreement. Except in extreme proven cases, due to impassable highways and/or breakdowns, subsistence at the rate specified in this Agreement will apply.

12.6 - Annual Training - The Signatory Employers to this Agreement shall each offer training class as needed for the purposes of forklift certification and additionally agrees to maintain at least one (1) employee, per Employer, for the purpose of onsite, forklift re-certification. This shall be a non-paid option for all employees to attend. All Signatory Employers to this Agreement shall acknowledge and honor the other's certifications and re-certifications. Each Employer will furnish the Union with their annual class schedule in January of each year.

12.7 - Joint Labor Management Committee - The parties established the Joint Labor/Management Committee for purposes of insuring and promoting safe work practices and establishing and coordinating training programs to insure an adequate number of trained and qualified employees are available in the Tradeshow and Convention Industry within the jurisdiction of this Agreement.

The committee will review operational issues (excluding grievances), as well as work preferences, concerns and show schedules for each contract year.

The committee shall establish its own schedule of meetings consisting of Union and Employer Representatives. Each group will have three (3) votes in the event a vote of the committee is required. A chairperson and secretary may be alternately selected from each group.

Nothing herein shall be construed to restrict or limit the current training and safety programs of the individual Signatory Employers.

12.8 - Drug and Alcohol Policy - The Employer, in order to maintain and ensure a safer work environment, has a substance abuse policy incorporated by reference as part of this Agreement. (see Addendum I).

The policy shall conform to all state and federal regulations at all times, using the Department of Transportation Federal Motor Carrier Safety Regulations, 49 CFR Part 40, as a standard.

Part of the Employers drug and alcohol policy contains an Employee Assistance Program ("EAP"), which is a voluntary, confidential program that can be initiated by the employee prior to any Employer initiated disciplinary action.

Employees that maintain a Commercial Driver's License (CDL) may be required to submit to additional testing to remain licensed per the D.O.T. regulations.

ARTICLE 13 - SICK LEAVE

13.1 - Regular

All Regular employees covered by this Agreement shall be entitled to a total of six (6) days or forty eight (48) hours of paid sick leave per anniversary year.

Usage - Earned sick leave may be used after ninety (90) days of employment. Paid sick time may be used for reasons permitted by HWHFA. The Employer agrees to abide by all state and federal laws and local ordinances and provisions.

- A. **Accumulation** - Sick leave shall be allowed to accumulate up to thirty (30) days and all days in excess of thirty (30) will be paid out on the employee's anniversary date. All accumulated and unused sick leave shall be paid upon termination of employment.
- B. **Pay** - Subject to Section #D of this Article, full pay shall mean eight (8) hours pay at the employee's straight-time rate for the day(s) he would have worked. Sick leave pay shall begin on the first (1st) day lost and the Employer may require reasonable proof of illness after the third (3rd) day. Falsification of sick leave claims or proven abuse of sick leave privileges may be cause for discharge or disciplinary action.
- C. **Pay Integration** - An employee may opt to integrate accumulated sick time with unemployment compensation, disability benefits and worker's compensation benefits so long as one-hundred percent (100%) of the employee's daily wage at straight-time rate is not exceeded. Should this occur, sick leave pay for that day shall be reduced accordingly. Any portion of sick leave pay not received by the employee for such reason shall be retained in the employee's sick leave pay account as a part of his accumulation.

13.2 - Casual Labor

Employees who work at least two (2) hours in a year within the geographic boundaries of San Diego will accrue one (1) hour of earned sick leave for every thirty (30) hours worked up to a cap of eighty (80) hours. Employees may use up to forty (40) hours of accrued time in a calendar year, but must allow unused hours to carry over to the subsequent calendar year.

Sick leave may be used for reasons permitted by HWHFA. The Employer agrees to abide by all state and federal laws and local ordinances and provisions.

ARTICLE 14 - INJURY AND MEDICAL ASISTANCE

If an employee sustains a disabling industrial injury and there is medical evidence that such disabling injury prevented him from continuing work on the day of the disabling injury, he shall be paid for the time worked on such day, but not less than eight (8) hours. An employee injured on the job shall be relieved from work immediately upon notification to the Supervisor, General Foreman or Jobsite Foreman.

Employees with an industrial injury which requires outside medical attention shall remain "on the clock" until the following occurs;

1. Is paid for eight (8) hours and/or all hours spent seeking medical care (whichever is greater).
2. Is checked into a medical hospital or is released by a medical doctor and returned to either his job report site or given transportation to his normal residence if unsafe to self-transport.

14.1 - Illness or Injury While Away - In the event an employee becomes seriously injured or ill while away on a working assignment from his home terminal and if directed by a physician, his Employer shall arrange for and pay for transportation as directed by the physician to the employee's home terminal. In the case of death away from the employee's home terminal, the Employer shall bear the cost of bringing the employee's body home.

14.2 - Compensation Claims - The Employer agrees to cooperate toward the prompt disposition of employee "on the job" injury claims.

Any employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate per Article 11 or for hours actually worked on that day.

14.3 - Medical Examination - Medical examinations required by the Employer shall be promptly complied with by all employees, provided Employer pays for all such examinations. Repeat or check-up examinations regarding industrial injuries shall be arranged with the treating or examining physician or chiropractor on the employees own time when possible. D.O.T. examinations shall be scheduled and paid for at the employee's base rate of pay for his job classification and for the actual time spent in obtaining his physical.

14.4 - Pre-employment Physical Examinations - If required by the Employer, physical examinations shall be given prior to an employee becoming a Regular employee.

14.5 - Medical Opinion - Prior to rendering a medical opinion on the condition of the employee and his ability to work in the industry, the impartial doctor selected by both the Employer and Union shall request, and receive; a) all relevant medical history of the employee, b) the nature of the work to which he is being released, and c) shall make a thorough and complete examination prior to rendering a decision.

14.6 - Medical Release - The impartial doctor shall certify that he has; a) inquired and obtained the full medical history of the employee, b) that he has inquired and obtained a detailed understanding of the physical work required of the employee in his place of business, and c) that in view of the above, the employee is fully released to go back to work.

14.7 - Pay for Examination - Employees will not be required to take examinations during their working hours without pay for the time used. The Employer reserves the right to select its own medical examiner or physician. If the Employee believes that an injustice has been done to an employee it may have the employee re-examined at the employee's expense by another doctor or specialist selected by the employee. In the event of a disagreement between the doctor selected by

the Employer and the doctor selected by the Employee, the Employer and employee shall meet and select a third (3rd) impartial doctor within thirty (30) calendar days and such doctors rendered opinion shall be final. The cost of the third (3rd) doctor shall be borne equally, one-half (.5) by the Employer and one-half (.5) by the employee.

ARTICLE 15 - HOLIDAYS

The following days are recognized as paid holidays for all Regular employees covered by this Agreement:

- New Year's Day
- Washington's Birthday (President's Day)
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day before Christmas
- Christmas Day
- Two (2) floating holidays *or* one (1) floating holiday and the employee's birthday.

15.1 - Regular Eligibility - To be eligible to receive holiday pay, Regular employees must be on the Employer's payroll for a period of no less than thirty (30) calendar days immediately preceding the holiday. The Employee must work or be available to work on the day preceding and following the holiday except in the case of a bona fide illness of no more than thirty (30) calendar days duration. The Employer may request medical verification of such illness, verification will be secured at the employee's expense.

Should a paid holiday fall during a period when an employee is on vacation, he shall still receive holiday pay. If a Regular employee works on a holiday he shall be paid at the overtime wage rate of one and one-half times (x1.5) his hourly wage rate for the first (1st) eight (8) hours of work and double-time (x2) thereafter for all hours in addition to the holiday pay for eight (8) hours at straight-time rate.

15.2 - Crossover and Preferred Casual Eligibility - When a Preferred casual employee works on a recognized paid holiday, he shall be paid at the overtime rate of one and one-half times (x1.5) his hourly wage rate for all hours worked on that day.

15.3 - Floating Holiday(s) - Upon meeting the eligibility qualifications set forth and having at least one (1) year of continuous service with the Employer, a Regular employee shall be eligible to receive paid floating holidays.

Floating holidays will be taken by mutual agreement between the employee and the Employer. Any conflict between employees on requested day(s) off will be by seniority, provided requests are at the same time.

15.4 - Notification - If a Regular employee uses the optional birthday holiday, he must give a minimum of fifteen (15) days' prior notice of the date being requested and the employee shall fall to the bottom of the seniority list if the employee's birthday is selected as a holiday.

15.5 - Observation Days - If any of these holidays falls on a Saturday, it shall be observed the prior Friday. If any of these holidays falls on a Sunday, it shall be observed the following Monday. In no such case shall an employee not be paid holiday pay.

15.6 - Holiday Pay for Laid Off and Terminated Employees - A Regular employee who is laid off by his Employer for less than thirty (30) calendar days prior to such paid holidays shall be entitled to holiday pay and receive wages for that holiday at the time of layoff. A Regular employee who is terminated, either voluntarily or by discharge for just cause shall not be entitled to receive holiday pay. Should a paid holiday fall during a period when an employee is on vacation, he shall still receive holiday pay.

ARTICLE 16 - HEALTH AND WELFARE

16.1 - Eligibility - An employee with respect to whom such monthly payments are required to be made shall mean:

16.2 - Regular

- A. Maintenance of Benefits** - It is the intention of the Union and the Employer that the benefits provided for employees and their dependents by the San Diego County Teamsters Employers Insurance Trust Fund, as of the effective date, shall be maintained for the duration of the Agreement. Therefore, the amount determined by the board of trustees is necessary to maintain the same or substantially equal benefits. Such payments shall be made in addition to all wages and other compensation provided in the Agreement and such payments shall be made without any deductions for any purpose whatsoever. Such payments shall be due on the first (1st) day of the calendar month and shall be paid no later than the tenth (10th) day of the same month. The liability of the Employer for the monthly payments herein provided shall be limited to payments on behalf of its own employees.

The parties hereto agree and execute such acceptance of trust documents as may be required for participation in the trust and such payments shall be made in accordance with the provisions established by the joint board of trustees.

- B. Medical Trust Fund** - Effective June 1, 1996, health and welfare coverage shall be provided under the San Diego County Teamsters and Employers Insurance Trust for the purpose of providing; life, accidental death and dismemberment, medical and hospital and major medical expense benefits, dental, vision and prescription plan benefits for all eligible employees and their dependents. Said trust fund shall be administered by the board of trustees on which employees and Employers are equally represented.

Effective February 1, 2000 all Regular employees as defined in Section 7.1 who were available for work, were paid a minimum of seventy five (75) hours each calendar month,

did not refuse work, complied with the Employer's notification policy and were not short hours due to disciplinary suspension, shall have full monthly contributions made on their behalf to provide health and welfare coverage.

When an employee is on sick leave and is covered by the health and welfare program but his family is not, the Employer will pay the additional cost to provide coverage to the employee's family for up to six (6) months.

16.3 - Plans

- A. **Medical** - The Employer agrees to pay to purchase and administer the benefits as set forth in the plan B composite rate.
- B. **Prescription** - The Employer agrees to pay to purchase and administer the benefits as set forth in the plan 1 composite rate.
- C. **Vision** - The Employer agrees to pay to purchase and administer the benefits as set forth in the vision plan composite rate.
- D. **Dental** - The Employer agrees to pay to purchase and administer the benefits as set forth in the plan 2 composite rate.
- E. **Life** - The Employer agrees to pay to purchase a seventy-five hundred dollars (\$7,500) additional life benefit for a total life benefit of ten thousand dollars (\$10,000).

16.4 - Preferred Casual

- A. Should the San Diego County Teamsters Employers Insurance Trust become underfunded at any time during the term of this Agreement, the Employer and Local Union agree to meet and reach a mutually amicable resolution to sustain the plan as described.
- B. Any Preferred casual employee not qualifying with the Employer contributions under the foregoing requirements may elect to purchase the necessary hours to qualify for hourly Employer contributions at the rate per hour established in Section 16.5 An employee exercising this provision must notify an Employer and submit the required payment by the fifth (5th) day of the month in which the payment is due. The Employer shall then make the required monthly contribution to the health and welfare trust.
- C. A third (3rd) party will keep an accounting of all Employer contributions per employee. When an employee accumulates monies totaling the current monthly cost per employee or more, said third (3rd) party shall advise the trust fund or cause the required payment to be made in the employee's name. The cost of the third (3rd) party shall be shared equally by all Preferred casuals each month.
- D. Should a plan participant pass away, any remaining plan dependents shall become the primary participant and be allowed to exhaust all remaining contributions to continue benefit coverage(s).
- E. Effective with the December 2018 hours worked, employees who are classified as Preferred casual status under Section 7.4 shall be eligible for health and welfare coverage under the San Diego County Teamsters Employers Insurance Trust.

16.5 - Plans

- A. **Medical** - The Employer agrees to pay to purchase and administer the benefits as set forth in medical plan A.
- B. **Prescription** - The Employer agrees to pay to purchase and administer the benefits as set forth in medical plan 1.

All Employers shall contribute the amount per hour for all hours worked by Preferred casual employees to the San Diego County Teamsters Employers Insurance Trust via third (3rd) party administrator per the following schedule:

| | |
|-------------------------|-------------------------|
| <u>December 1, 2018</u> | <u>\$12.25 per hour</u> |
| <u>December 1, 2019</u> | <u>\$12.25 per hour</u> |
| <u>December 1, 2020</u> | <u>\$12.25 per hour</u> |
| <u>December 1, 2021</u> | <u>\$12.25 per hour</u> |
| <u>December 1, 2022</u> | <u>\$12.25 per hour</u> |

16.6 - Remedies

In the event an Employer is delinquent in the payment(s) of contribution to the Health and Welfare or other similar benefits fund(s), the Union shall give electronic notice to the Employer subsequently followed by USPS mail of such delinquency within ten (10) calendar days, the Union shall have the right to take any legal or economic action it sees fit against any such Employer to collect such delinquent amounts. Delinquency in payment of contributions shall be defined by the rules and regulations of the Trustees of the Fund.

ARTICLE 17 - PENSION

WCT Pension Plan - The Western Conference of Teamsters (WCT) Pension Plan has been established to provide certain retirement, termination and death benefits to employees. The plan and pension trust are governed by an equal number of Union and Employer trustees.

Effective December 1, 2018 the Employer shall contribute to the WCT Pension Trust an amount as enumerated under Section 17.1 from the first (1st) hour worked or paid and each subsequent paid hour, to the account of every employee covered under the Agreement to a maximum number of two thousand, eight hundred (2800) paid hours per Employer during the calendar year 2018 and each subsequent calendar year thereafter.

17.1 - Pension Payments - The Employer shall submit hourly pension contributions in accordance with the following amounts up to the maximum number of hours provided:

| | |
|-------------------------|-------------------------------------|
| <u>December 1, 2018</u> | <u>\$10.40 per compensable hour</u> |
| <u>December 1, 2019</u> | <u>\$10.80 per compensable hour</u> |
| <u>December 1, 2020</u> | <u>\$11.20 per compensable hour</u> |
| <u>December 1, 2021</u> | <u>\$11.60 per compensable hour</u> |
| <u>December 1, 2022</u> | <u>\$12.00 per compensable hour</u> |

17.2 - Payment Rules - The total amount due for each calendar month shall be remitted in a lump sum no later than ten (10) calendar 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 prompt and orderly collection of such amounts, and to accurate recording and reporting 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.

17.3 - Reliance and No Modifications - The parties agree that because the trustees of the fund will rely on the execution of this Agreement to restore or not to reduce benefits to retiring employees as indicated above. This Article of this Agreement may not be modified, terminated or rescinded by the parties, directly or indirectly, without the express written consent of the trustees.

17.4 - Remedies

In the event an Employer is delinquent in the payment(s) of contribution to the Pension Benefits or other similar benefits fund(s), the Union shall give electronic notice to the Employer subsequently followed by USPS mail of such delinquency within ten (10) calendar days, the Union shall have the right to take any legal or economic action it sees fit against any such Employer to collect such delinquent amounts. Delinquency in payment of contributions shall be defined by the rules and regulations of the Trustees of the Fund.

ARTICLE 18 - WAGES AND COMPENSATION

Upon ratification in 2018, all driver classifications received a one-time increase of \$1.50 per hour plus all wage increases, including year one. Additionally, all Daily casual Drivers shall receive the Industry driver wage rate for all hours worked.

A. Regular, Crossover & Regular Retiree Employees:

| <u>Effective Date:</u> | <u>12/01/18</u> | <u>12/01/19</u> | <u>12/01/20</u> | <u>12/01/21</u> | <u>12/01/22</u> |
|-------------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| Foreman | 32.35 | 33.15 | 33.95 | 34.75 | 35.55 |
| Driver | 32.85 | 33.65 | 34.45 | 35.25 | 36.05 |
| Forklift | 29.45 | 30.25 | 31.05 | 31.85 | 32.65 |

B. Preferred & Preferred Retiree

| | | | | | |
|----------|-------|-------|-------|-------|-------|
| Foreman | 26.00 | 26.80 | 27.60 | 28.40 | 29.20 |
| Driver | 28.20 | 29.00 | 29.80 | 30.60 | 31.40 |
| Forklift | 24.00 | 24.80 | 25.60 | 26.40 | 27.20 |

C. Industry & Daily Casual Driver

| | | | | | |
|----------|-------|-------|-------|-------|-------|
| Foreman | 22.85 | 23.40 | 23.95 | 24.50 | 25.05 |
| Driver | 26.45 | 27.00 | 27.55 | 28.10 | 28.65 |
| Forklift | 21.75 | 22.30 | 22.85 | 23.40 | 23.95 |

D. Daily Casuals

| | | | | | |
|----------|-------|-------|-------|-------|-------|
| Foreman | 17.25 | 17.50 | 17.75 | 18.00 | 18.25 |
| Forklift | 16.15 | 16.40 | 16.65 | 16.90 | 17.15 |

18.1 - No Reduction in Hourly Rate - No employee shall suffer a reduction in the hourly rate of pay because of signing this Agreement or during the term of this Agreement.

18.2 - Rate Differential Retention - Any employee receiving a higher base rate of pay than the base rates of pay herein provided for his respective classification as of the effective date of this Agreement shall continue to receive the same cents-per-hour differential throughout the term of this Agreement.

18.3 - Temporary Reclassification - When an employee is assigned from a lower to a higher job classification or rate of pay during the day and works in that higher classification for at least three (3) hours, he shall be paid the base rate of pay for that higher classification for all hours worked that day.

18.4 - General Foreman - Wage(s) as referenced in Section 22.12.

18.5 - Employee of Another Signatory - When an employee of another signatory Employer to this Agreement works for the Employer as a Crossover, he shall receive the rate of pay in the classification for which he works as if he were a Regular employee.

18.6 - Driver Wage Retention - A drivers hourly wage rate shall not be reduced due to the Employers inability to provide duties within their job classification so long as said employee is qualified by that specific Employer as a driver, can fulfill the minimum hourly guarantee for that day and has a driver's log available for verification.

18.7 - Driver Reclassification - Any driver, who through no fault of his own is no longer able to drive and has seniority with an Employer, shall have the option of employment in another classification. This is subject to the qualifications of such employee to perform the work available.

18.8 - Daily Casual Drivers - Effective December 1, 2018 all Daily casual drivers shall receive the Industry casual driver wage rate for all hours worked.

ARTICLE 19 - MANAGEMENT RIGHTS

19.1 - Retained Rights - A Signatory Employer retains each traditional rights of Management except as expressly limited by specific provisions of this Agreement. The Union recognizes that Signatory Employer management personal will delegate all work duties to employees by not performing any bargained unit work covered under this Agreement unless such case of an emergency "or act of God" is present at that time. The Union recognizes the necessity for Management to exercise judgment and discretion in efficiently operating its business and Management shall provide the circumstances and duration of such time worked upon request.

Examples of such retained Management rights include; the right to hire, layoff, recall, transfer, promote, demote, discipline, suspend and discharge employees for just cause, assign work and reasonable standards thereof, determine methods, processes, facilities and equipment utilized.

19.2 - Work, Conduct and Safety Rules - A Signatory Employer shall have the right to establish and implement work, conduct and safety rules and require compliance by all employees after such rules have been posted on the Employer's bulletin board. Such rules shall be posted in a conspicuous place and after a copy of such has been sent to the Union. The Union shall receive all new or amended policies fifteen (15) calendar days prior to implementation and have the right to protest the reasonableness of the application of any such rules which are in conflict with this Agreement through the grievance and arbitration procedure.

ARTICLE 20 - DISCIPLINE AND DISCHARGE

20.1 - No Call/No Show - The Union and the Employer recognize the seriousness of the "no call/no show" problem to the Employer and the members of the Union. Therefore, any employee who does "not call" and does "not show" is subject to discipline, and for repeated infractions, discharge, unless the employee can show clear, convincing evidence and just cause of why;

1. He could not call
2. He could not show for work

20.2 - Tardiness - Employees whose tardiness for work is unexcused may be subject to discipline and are not entitled to the daily hourly guarantee that is provided in this Agreement, but shall be entitled to pay for actual hours worked. Such discipline for tardiness or denial of guarantee may be subject to the grievance procedure.

20.3 - Prior Notice - In respect to disciplinary action or suspension, the Employer must give at least one (1) prior warning notice of the same type of violation against such employee, in writing, by certified mail, to the employee within seven (7) calendar days, with a copy sent via email and by standard mail to the Local Union within seven (7) calendar days.

20.4 - Repeat Offenders - Except for the causes for discharge or suspension, an employee may be subject to discharge or suspension when he repeats the same type of violation for which he has received a warning notice during the previous three (3) months or when the employee receives a total of three (3) warning notices for any three (3) violations within a period of nine (9) months. A warning notice as herein provided shall remain in effect for no more than nine (9) months from the date of issuance.

20.5 - Discharge or Suspension - The Employer may discharge or suspend any employee without warning for any of the below listed infractions, included but not limited to; All other cases involving the discharge or disciplinary suspension of an employee, the Employer must notify the employee and the Local Union in writing of the discharge or disciplinary suspension and the reason thereof. Such written notices shall be sent via email and by standard mail with proof of mailing within five (5) calendar days from the time of discharge or disciplinary suspension.

1. Participating in an unauthorized strike or walk out.
2. Dishonesty.
3. Drunkenness or drinking during working hours.
4. Theft.
5. Unprovoked assault on his Employer, the Employers Representative or any third (3rd) party during working hours.
6. Carrying unauthorized passengers in an Employers vehicle.
7. Proven recklessness resulting in a serious accident.
8. Being under the influence of, or selling any narcotic during working hours.

20.6 - Due Process - Due process shall be followed before a Regular, Regular-Retiree, Crossover, Preferred, Preferred-Retiree or Industry casual can be refused the right to work for an Employer.

Daily casuals shall be subject to discharge without right of recourse to the grievance and arbitration procedure.

ARTICLE 21 - GRIEVANCE AND ARBITRATION

In the event of any grievance between the Employer and the Union as to the meaning, interpretation or application of any provision of this Agreement, there shall be no suspension nor interruption of work on account of such grievance and a diligent effort shall be made to settle the grievance as soon as possible after it has been presented to the Employer.

***Note:** All written notices referred to within this Article shall be served upon the Employer or the Union by email or by certified mail, return receipt requested.*

21.1 - Procedure - A grievance shall be presented in accordance with the following steps:

Step 1 - The grievant shall orally present the alleged grievance to his immediate Supervisor promptly, but within fifteen (15) calendar days from the time such cause for the grievance arose, had knowledge of or the cause from which the grievance arose. The grievant may request the assistance of a Union Steward in orally presenting his grievance if he so desires. The immediate Supervisor shall give his oral answer promptly, but within seven (7) calendar days following receipt of the grievance.

Step 2 - If the grievance is not satisfactorily resolved, the grievance shall be reduced to writing within thirty (30) calendar days to be considered valid. Such writing shall state the alleged violation and remedy sought and be presented to the Employer within seven (7) calendar days after the grievant has received an oral answer from his immediate Supervisor. Following receipt of the written grievance, the Employer shall contact the Union within seven (7) calendar days to arrange a meeting or conference call. The Employer shall notify the Union in writing of its response to the grievance within seven (7) calendar days following the conclusion of the Step two (2) meeting.

Step 3 - If the grievance is not satisfactorily resolved, the Union and the Employer agree to have the grievance heard by the Joint Grievance Committee (herein referred to as "JGC") at its next regularly scheduled meeting, but no later than sixty (60) calendar days. The Association may elect

to use the panel or as an optional step to proceed directly to arbitration as if the committee had deadlocked.

21.2 - Joint Grievance Committee

- A. The Joint Grievance Committee shall be composed of two (2) Employer Representatives and two (2) Union Representatives. The committee shall be co-chaired by one (1) of the Employer Representatives and one (1) of the Union Representatives. The Union committee members shall not be selected from the same Local in which the grievant is a member; the Employer Representatives shall not be selected from the same Employer at which the grievant is employed.
- B. The Employer co-chairman of the committee shall be selected by the Association; the Employer however, shall have the right to select an Employer Representative who shall hear the grievance filed against it from other Employers signatory to this Agreement.
- C. In order to help defray the cost of maintaining the committee and related expenses, each party shall be required to pay twenty-five dollars (\$25.00) as a service fee to the committee for each grievance filed against the Employer which is subsequently heard. For non-association Employers, the service fee shall be seventy-five dollars (\$75.00) per grievance.
- D. The committee is authorized to adopt oral and/or written rules of procedure by majority vote. Any such rules or procedures adopted shall be binding upon the Employer and the Union.
- E. All decisions of the committee shall be by majority vote. If a majority decision is reached by this committee, it shall be final and binding upon all parties. Cost of facilities and related expenses shall be paid from service fees, or if inadequate, shall be borne equally between the Employer and the Union. If service fees exceed reasonably anticipated costs, the parties shall donate such excess to a mutually agreed upon charity.

21.3 - Arbitration

- A. If the preceding steps fail to adjust a grievance and the Union intends to arbitrate the issue, the Union shall within ten (10) calendar days after the committee decision to deadlock has been rendered or the Employer has declined to go to committee, whichever is earlier, notify the Employer in writing of its intent to submit the matter to arbitration.
- B. Individual employees shall have no right to invoke the arbitration clause. Within five (5) calendar days following such notification to the Employer, the parties shall request that an arbitrator be appointed from an arbitration panel from the Federal Mediation and Conciliation Service; the arbitrator shall be selected by alternate striking of names. The arbitrator so appointed shall hear said grievance as soon as possible thereafter and in all instances where appropriate, shall render a bench decision. If said arbitrator is unable to render a bench award, he shall render his decision in writing within thirty (30) calendar days after he has heard the case, unless expressly waived by both parties. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant(s).
- C. The fees and expenses of the arbitrator shall be shared by the parties. The expenses of any witnesses called by the arbitrator shall be allocated to the parties by the arbitrator at his

discretion. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

- D. The arbitrator shall not have the right to add to, or subtract from, or modify any of the terms of this Agreement and all decisions must be within the scope and terms of this Agreement and other written agreements supplemental thereto or an established past practice.

21.4 - No Economic Action - Pending and following final adjustment of any dispute or grievance, there shall be no suspension of work by strike, work stoppage, slowdown, sit-down or lockout, provided that this restraint of economic action will not be binding upon the ~~Local~~ Union or the Employer if the other party refuses to arbitrate an arbitral matter or to be governed by the majority decision of the committee referred to in Section 21.2, or the decision of the arbitrator referred to in Section 21.3.

The Union is not in favor of sympathetic strikes and will do everything within its power to prevent them.

ARTICLE 22 - MISCELLANEOUS

22.1 - Payroll Audit - Upon reasonable request of the Union on behalf of a member whose time or pay is questioned, the Employer agrees to submit the payroll records of such employee(s) for audit by an Agent of the Union.

22.2 - Payroll Deductions - The Employer shall make no deductions from an employee's check involving errors in collection and rate calculations unless this matter is discussed with the employee and the Union.

22.3 - No Duplication - When two (2) or more types of overtime or premiums are applicable to the same hours worked, only the higher of such payments shall be paid. In no case shall overtime or premium payments be duplicated or pyramided.

22.4 - Correction of Time Cards - In the event an Employer corrects an employee's time card, he shall notify the employee in writing within five (5) working days and have him acknowledge the correction. In the case of an employee who is out of town overnight, the period of time such written notification to the employee may be extended an additional five (5) working days after the employee returns to his branch. Any correction made shall be adjusted no later than the next pay period, unless the employee has failed to turn in his time card on a timely basis in which case any corrections made shall be adjusted in the following pay period.

22.5 - Discrepancy in Wages - Any time an employee has not received the correct amount of wages or has received less than the correct amount of wages the discrepancy must be corrected and paid by the end of the next business office work day after the employee notifies the Employer of the discrepancy.

22.6 - Employee Meetings - Employees may voluntarily attend Employer meetings on their own time, but shall not be required to attend without pay. An Employer will not discriminate against an employee for not attending a voluntary meeting.

22.7 - Employee's Bail - The Employer shall arrange for the release of an employee if he is incarcerated for reasons that are the Employer's fault and the employee's time spent in jail or court shall be compensated at his regular straight-time rate of pay. In addition, he shall be entitled to reimbursement for his meals, transportation, court and related costs. The Employer shall have no duty towards the employee if the reasons for his incarceration are brought about through his own fault other than that the Employer shall attempt to assist the employee in seeking his release. In case any employee shall be subpoenaed as an Employer witness, he shall be reimbursed for all work time lost and necessary and reasonable expenses incurred.

22.8 - Uniforms - The Employer agrees that if any Regular employee is required to wear any kind of uniform as a condition of his continued employment, such uniforms shall be furnished to the employee free of charge at the standard required by the Employer. The Employer shall replace all clothing destroyed in a wreck or fire and/or for normal wear and tear. The employee shall be responsible for cleaning and laundry of uniforms.

22.9 - Personal Identification - Should the Employer find it necessary to require employees to carry a record of full personal identification such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

22.10 - Working Foreman - On office, industrial and commercial moves requiring six (6) or more employees, one (1) employee of such work crew shall be designated as the working foreman and receive that rate of pay for all hours worked. The Working Foreman shall be assigned by seniority provided qualifications, skill and ability are relatively equal.

22.11 - Parking - An actual daily parking expense substantiated by an official receipt, up to a maximum of fifteen dollars (\$15.00) per day will be paid to Regular, Preferred and Industry casuals only. Any daily parking expenses in excess of fifteen dollars (\$15.00) per day is at the discretion and approval of the Employer.

22.12 - General Foreman - The General Foreman position shall be assigned or appointed by the Employer. The Employer shall not be forced to include this position in the daily workforce reduction which is performed by seniority. The Employer shall have the right to institute a proper fitting wage scale over and above that of Foreman classification for the duties required.

22.13 - New Job Classifications - The Employer shall have the right to determine any new job classification and rate of pay not now covered by this Agreement. In the event the Union believes such job classification or rate of pay is unfair or inequitable, it may submit the matter to the grievance and arbitration procedure for a final and binding decision. The Employer may not add any new classification without first (1st) discussing it with the Union.

ARTICLE 23 - SEPARABILITY

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

It is further provided that in the event any provision or provisions are so declared to be in conflict with such law, rule or regulation, both parties shall meet within thirty (30) calendar days for the purpose of renegotiating the provision or provisions so invalidated. In the event the parties fail to agree within sixty (60) calendar days following the commencement of such renegotiations, either party shall be free to take whatever legal or economic action it may deem necessary in support of its bargaining position.

ARTICLE 24 - STRIKES AND LOCKOUTS

For the period of this Agreement, except as otherwise provided for in this Agreement, there shall be no strikes or lockouts; provided, however, that no employee shall be discharged or disciplined for his refusal to cross a primary picket line authorized and sanctioned by Teamsters Joint Council No. 42.

ARTICLE 25 - TERM OF AGREEMENT

THIS AGREEMENT shall take effect as of December 1, 2018 and shall remain in full force and effect until November 30, 2023 herein called the expiration date, and from year to year thereafter; unless by written notice given at least sixty (60) days prior to the expiration date either party notifies the other of its desire to amend or terminate the Agreement by written notice mailed to the Employer at its local address or the Union at its local office(s). If the parties are unable to agree upon the proposed amendment, or amendments, on or before the expiration date or within such extended time as may be mutually agreed on, the Agreement shall then expire. This Agreement is complete in itself and sets forth all the terms and conditions of the agreement between the parties hereto.

In the event the Union enters into any Agreement with any other Signatory Employer or Association in the Tradeshow and Convention Industry, and in the opinion of the Employer any term or condition of that Labor Agreement is more favorable than any term or condition contained in this Agreement, then immediately upon written notice to the Union the Employer may adopt such term or condition which shall immediately become part of this Agreement.

FOR THE EMPLOYER(S):

FOR THE UNION:

FOR THE EMPLOYER(S):

**TRADESHOW CONTRACTORS
ASSOCIATION OF SOUTHERN
CALIFORNIA**

BY: 

Date: 6/16/2020

FOR THE UNION:

TEAMSTERS LOCAL 542

BY:  Shelly Allsup, Business Agent

Date: 5/15/2020

GES EXPOSITION SERVICES

BY: 

Date: June 23/2020
Gov. Long's U.S. Labor Relations

FREEMAN COMPANY

BY: 

Date: 6/16/2020

ADDENDUM I - SUBSTANCE ABUSE POLICY

Purpose

The parties agree on the importance of a safe work environment. To the extent that drug and alcohol use and abuse compromise work place safety, the parties adopt this policy as a means of achieving their mutual intent to create and maintain a drug and alcohol free work place.

The parties also recognize that drug and alcohol abuse is an illness. It is therefore the intent of the policy to set forth not only a uniform substance abuse testing procedure, but to provide, where appropriate, reasonable opportunity for the rehabilitation and eventual return to work of those personas found in violation of this policy.

Applicability

The Employer may conduct drug and alcohol testing for any individual referred to the Employer as a Regular or casual employee. Furthermore, Regular and casual employees in the employ of the Employer may, during the course of their employment, be the subject of drug and alcohol testing under the following circumstances:

1. In accordance with federal law as set forth in D.O.T Rules and Regulations governing the testing of certain individuals.
2. When the Employer has "probable cause" to believe, on the basis of objective signs and evidence that any employee is under the influence of drugs or alcohol.
3. For safety, any Regular employee(s) or casual(s) who performs his job in a manner which results in injury to persons or serious damage to equipment or property will constitute reasonable suspicion to believe that such individual was under the influences of drugs or alcohol. Such reasonable suspicion will become probable cause to test such individual in accordance with the policy, except that in the case of injury when medical treatment beyond first-aid is not required and no other symptoms of drug or alcohol use are present.
4. Notwithstanding anything to the contrary, the Employer shall not, in testing for the presence of drugs or alcohol, act in arbitrary or capricious manner.

Testing Procedure

Testing for the presence of controlled substances (drugs) shall be by urine sampling. Testing for the presence of alcohol shall be by blood sampling (or breath testing if such technology is readily available and can be performed in conformance with applicable legal standards). In order to ensure the integrity of the testing process, the following procedures will be followed in conducting drug and alcohol testing:

Consent Form

Each Regular or casual employee will be required to sign a consent form at the collection site prior to undergoing a drug or alcohol test for any reason. Failure to sign a consent form will result in termination.

Testing Laboratory

A reliable laboratory certified by the National Institute on Drug Abuse (NIDA) will be used. The laboratory must maintain its certification. The laboratory must maintain its certification.

Integrity and Identity of Specimen

Production of the specimen will not be observed. Each specimen will be identified by code number, not name, to ensure confidentiality of the donor. Each container will be property labeled and made tamper-proof in the presence of the donor.

Chain of Custody

Handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

Laboratory Analysis Procedures

The initial test will be enzyme immunoassay. Each specimen identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry techniques.

Cutoff Levels

The following standards shall be used to determine what levels of detected substances shall be considered positive:

| <u>SUBSTANCE</u> | <u>DRUG SCREENING TEST</u> | <u>CONFIRMATION TEST</u> |
|-------------------------|-----------------------------------|---------------------------------|
| Amphetamines | 500 ng/ml | 500 ng/ml |
| Barbiturates | 500 ng/ml | 500 ng/ml |
| Cocaine | 300 ng/ml | 200 ng/ml |
| Marijuana (THC) | 150 ng/ml | 150 ng/ml |
| Opiates | 2000 ng/ml | 2000 ng/ml |
| PCP | 25 ng/ml | 25 ng/ml |
| Alcohol | .08 | .08 |

Note: *The alcohol testing level may be lowered under D.O.T. Rules and Regulations from .08 to applicable Class A drivers.*

Alcohol Testing

In situations where the individual is suspected of alcohol use, the additional blood alcohol test will be required. If the individual refuses to take the blood alcohol test (or breath test if available and in conformity with this policy), his employment will be terminated.

Results

If the results of the drug or alcohol test are positive, in the absence of a reasonable explanation, the individual will normally be referred to a rehabilitation program for a minimum of fifteen (15) calendar days for an appropriate rehabilitative process. If the individual refuses rehabilitation or fails to comply with the recommended course of treatment, his employment will be terminated. Part of the recommended course of treatment will involve a drug test (with negative results reported) prior to being eligible to return to work. Further, the individual is subject to three (3) random tests during the twelve (12) month period immediately following his return from rehabilitation, unless regulated differently by D.O.T.

1. Notwithstanding any individual, who by reason of lack of medical coverage and public clinical treatment is unavailable, is unable to undergo rehabilitation, will be suspended for a minimum of thirty (30) calendar days in lieu of rehabilitation. Such employee shall be required to submit to a drug test (with negative results reported) before being deemed eligible to return to work.
2. In cases involving violation of Section 12.8 of the Labor Agreement, the Employer may deem it appropriate to terminate an individual rather than to offer treatment or rehabilitation.
3. After the process of rehabilitation, should an individual revert to drug use, as confirmed by testing only as defined by this policy, his employment will be terminated without the Employer making further efforts to rehabilitate. Thus, a second (2nd) occurrence will result in the individual's termination from employment, and the termination is subject to arbitration.

Records

All drug and alcohol test results and records are considered confidential and will be kept by the private testing laboratory. They will be made known only to those Employer and Union Representatives who must be involved in the decision making process and results will only be reported as "positive" or "negative". Information regarding an individual's illegal use of drugs may be released outside the Company in the grievance and arbitration procedures and only as required in the rehabilitation process. Or as required by law.

Power and Authority of the Arbitrator

The arbitrator's power and authority is limited to deciding grievances solely upon the provisions of the policy. The arbitrator shall have no power to add to or subtract from, or alter in any manner, way or means, the terms and conditions of this policy. The arbitrator shall have no power to substitute his discretion for the Employer's discretion.

As set forth above, the Employer has the right to terminate any individual who violates any of the conditions of employment set forth in this policy. The arbitrator's power and authority shall be limited to deciding only the fact issue of whether or not the terminated individual complied with the conditions of employment set forth in this policy.

Violations of conditions of employment included, but are limited to, refusing to sign a consent form, refusing to undergo a drug test when requested, refusing rehabilitation or failure to comply with the recommended course of treatment. In addition, a termination of employment for more than one (1) positive drug test and for more than one (1) incident in which an individual is determined to be under the influence of drugs or alcohol, is not subject to arbitration.

If the arbitrator finds that the individual did not comply with any of the conditions of employment set forth in this policy, the arbitrator shall have no power or authority to disturb the termination.

Training

Upon execution of this policy, the Employer and Union shall conduct Supervisor/Steward training on the application and administration of this policy.

DOT Drug Panel Updates

In November of 2017, the DOT issued a final rule in the Federal Register which amended its drug testing program requirements for DOT regulated employers by adding four semi-synthetic opioids to the drug testing panel. The new rule goes into effect on January 1, 2018. The new DOT rule makes the following significant changes:

- Adds four semi-synthetic opioids (hydrocodone, oxycodone, hydromorphone, and oxymorphone) to the drug testing panel;
- Adds methylenedioxyamphetamine (MDA) as an initial test analyst because, in addition to being considered a drug of abuse, it is a metabolite of methylenedioxyethylamphetamine (MDEA) and methylenedioxymethamphetamine (MDMA), and such testing potentially acts as a deterrent;
- Removes testing for MDEA from the existing drug testing panel;
- Removes the requirement for employers and consortium/third party administrators (C/TPAs) to submit blind specimens in order to relieve unnecessary burdens on employers;
- Adding three “fatal flaws” to the list of when a laboratory would reject a specimen and modifying the “shy bladder” process so that the collector will discard certain questionable specimens.

ADDENDUM II

FURNITURE ADDENDUM

Between

GES EXPOSITION SERVICES AND TEAMSTERS LOCAL 542

This Addendum reflects the parties' intent to continue the Furniture Agreement that has remained in effect since October 25, 1990. This Addendum shall be effective December 1, 1990 and remain in effect concurrent with the Master Collective Bargaining Agreement.

Furniture personnel are under the jurisdiction of the Union and covered by the Convention and Trade Show Agreement (Master Agreement). This Addendum shall only modify such Master Agreement under the following terms and conditions:

1. Furniture personnel duties shall include; warehousing, repairing, loading and delivering of exposition furniture to and from the show site.
2. Cleaning of furniture and related items using approved cleaning aids may be paid at the Casual rate of pay and shall be first (1st) offered to Regular, Crossover and Preferred employees at such rate.
3. Furniture personnel duties shall also include routine servicing and preventative maintenance of company vehicles and non-powered mobile equipment. Nothing herein shall prevent the Employer from contracting out such work that is not normally performed by bargaining unit employees.
4. The classifications of foreman, lead man, driver, forklift operator, warehousemen, helper and maintenance shall be staffed at the sole discretion of qualifications, skills and abilities to perform the work.
5. In the event there is any substantial change in the Employer's requirements for furniture personnel, the parties agree to meet for purposes of negotiating changes to this addendum within thirty (30) calendar days' notice by either party to the other party.

Rates of pay are in accordance with Article XIX of the Master Agreement. All provisions of the Master Agreement remain in full force and effect and unchanged except as specifically provided in this addendum.

TEAMSTERS LOCAL 542

GES EXPOSITION SERVICES

Shelly Allsup

Shelly Allsup, Business Agent

6/15/2020

Date:

[Signature]
Guy Long
U.I. Labor Relations
GES

Date:

June 23/2020

ADDENDUM III

LETTER OF UNDERSTANDING

HOTEL VENUE ADDENDUM

The parties agree that the following work assignment exclusion shall be adhered to by the Union and signatory Employers only:

Hotel Venue - When *any* employee, regardless of status, works on a hotel venue labor call that requires three (3) or less employees, Foreman included, they shall be guaranteed a minimum of four (4) hours pay for each day they report to work.

UNION

Shelley Adams
5/15/2020

EMPLOYER

[Signature]
Freeman
6/16/2020

EMPLOYER

[Signature]
GES US Labor Relations
June 23/2020

ADDENDUM IV

LETTER OF AGREEMENT

TEMPORARY MODIFIED DUTY PROGRAM

The parties recognize the mutual benefit to the Local 542 represented employees and the Employer of a Temporary Modified Duty Program for injured workers. Therefore, the parties hereby adopt the attached guidelines entitled "TEMPORARY MODIFIED DUTY PROGRAM" under the following terms and conditions:


1. The TEMPORARY MODIFIED DUTY PROGRAM shall not be construed to conflict with the Labor Agreement in any way. In the event conflict the Labor Agreement shall supersede the TEMPORARY MODIFIED DUTY PROGRAM.
2. If the majority of a temporary modified duty work assignment consists of duties covered by the Labor Agreement such employee shall be compensated at the appropriate rate of pay and benefits under the Agreement for each day worked in such assignment as though he were on regular duty.
3. When a temporary modified duty work assignment consists of work not covered by the Labor Agreement, the rate of pay for such work shall be eighty five (85%) percent of the employees regular classification under the terms of the Labor Agreement. The Employer shall continue to make appropriate Health & Welfare and Pension payments in accordance with the Labor Agreement.
4. This addendum to the Labor Agreement is without prejudice or precedent and may be mutually modified from time to time as deemed necessary by the parties. Further, either party may cancel this addendum with thirty (30) calendar days written notice the other party.
5. This addendum shall be part of the existing Labor Agreement and shall terminate upon expiration of the existing Labor Agreement.

FOR THE ASSOCIATION:



6/16/2020

Date:


G.S.
June 23 / 2020

FOR THE UNION:



Shelly Allsup, Business Agent
5/25/2020

Date:

ADDENDUM IV, PART 2

TEMPORARY MODIFIED DUTY PROGRAM

PURPOSE

To create temporary employment and income opportunities for any employee who experience a job-related illness or injury. The ultimate goal of the program will be to return the employee to his full, unrestricted duty.

ELIGIBILITY

All employees are eligible if injured in the course and scope of their employment (not related to drugs or alcohol), and are determined by their treating physician to be precluded from performing any of the essential duties of their job, due solely to the job-related injury.

WHEN DOES ELIGIBILITY BEGIN

An employee becomes eligible for Temporary Modified Duty on the day their treating physician determines that the employee is precluded from performing one or more of the essential duties of his job due solely to the injury of the employee while in the course and scope of his employment with the company.

WHEN DOES ELIGIBILITY CEASE

Eligibility ceases when the treating physician releases the employee to return to his/her pre-accident position OR finds the employee, within medical probability, to be at maximum medical improvement (MM), with permanent work restrictions which would preclude the employee from returning to his pre-accident position or after the employee reaches ninety (90) calendar days of participation in the temporary modified duty program.

MODIFIED DUTY POSITIONS

1. The number, availability, and location of positions will be determined by the company.
2. A job analysis for each position shall be kept on file and provided to the treating physician, where required.
3. The employee may be required to change temporary modified duty positions in accordance with his rate of medical improvement and/or need of the company.
4. Wages shall be paid at eighty five (85%) percent of the pre-accident rate of pay.
5. Temporary Modified Duty positions are temporary positions not to exceed ninety (90) calendar days. This period may be extended at the discretion of the company, pending review of the employee's medical improvement with the treating physician, but in no instance shall exceed one hundred twenty (120) calendar days in length.

ADDENDUM V
LETTER OF AGREEMENT
RETIREE MEDICAL
(January 16, 2003 - Original LOA Date)

During the negotiations culminating in the Agreement effective December 1, 2005, the Union proposed Retiree Medical coverage for eligible employees. The parties have elected to continue the January 16, 2003 Letter of Agreement addressing such through the term of this Agreement from December 1, 2018 - November 30, 2023.

It is agreed and understood that, while the parties did not include such coverage into Article 16 "Health and Welfare", signatory employers employing Regular seniority employees will give due consideration to providing Retiree medical coverage under the San Diego County Teamsters Employers Insurance Trust to those employees eligible for coverage under the rules of such trust and electing to retire during the term of the current Collective Bargaining Agreement.

Terms and conditions of providing coverage, such as but not limited to any co-payments, will be determined on a case by case basis.

FOR THE EMPLOYERS:

FOR THE UNION:

TRADESHOW CONTRACTORS ASSOC.
OF SOUTHERN CALIFORNIA

TEAMSTERS LOCAL 542




Shelly Allsup, Business Agent

6/16/2020

5/15/2020

Date:

Date:


Jun 23/2020

ADDENDUM VI

LETTER OF AGREEMENT

(December 1, 2005 - Original LOA date)

Retired-Regular status employees of the signatory Employers may make themselves available for work with any of the Employers with the status of a Crossover employee and shall receive the same rate of pay for the classification worked as a Regular employee.

Employer pension contributions shall be made on all compensated hours.

Applicable Health and Welfare contributions shall be determined as agreed by the parties in accordance with the Letter of Agreement which is included as Addendum V. However, no such contributions shall be required on behalf of a retired employee eligible for Medicare coverage.


FOR THE EMPLOYERS:

TRADESHOW CONTRACTORS
ASSOC. OF SOUTHERN CALIFORNIA



6/16/2020

Date:


V.G.S.
June 23/2020

FOR THE UNION:

TEAMSTERS LOCAL 542



Shelly Allsup, Business Agent

5/15/2020

Date:

ADDENDUM VII

LETTER OF AGREEMENT

PREFERRED HEALTH AND WELFARE BENEFITS

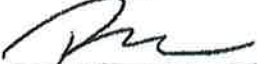
It is the intent of the Employers signatory to this Agreement effective December 1, 2018 through November 30, 2022 to supplement health and welfare costs from the accumulated surplus funds in the current Preferred casual Health and Welfare Trust account.

It is further agreed that any Preferred casual employee shall have banked the equivalent of the monthly premium in order to qualify for the above reference benefit.

In the event a Preferred casual employee leaves the jurisdiction of this Agreement and the San Diego County Teamsters Employers Insurance Trust for any of the following listed reasons, all contributions shall remain assets of the Trust.


- Discharge
- Resignation
- Twelve (12) consecutive months of non-work
- Hired as a Regular seniority list employee

FOR THE EMPLOYERS:



FREEMAN
6/16/2020

Date:




Guy Langlais
U. I. Labor Relations
GKL

Date:

June 23/2020

FOR THE UNION:



Shelly Allsup, Business Agent
5/15/2020

Date:

ADDENDUM VIII

LETTER OF AGREEMENT

EXTENDED JURISDICTION

The Employer agrees to continue offering Tradeshow work that is currently being performed in the Greater Palm Springs and Palm Desert area to Teamsters Local 542 members in good standing.

TEAMSTERS LOCAL 542

GES EXPOSITION SERVICES

Shelly Allsup
Shelly Allsup, Business Agent
6/15/2020
Date:

[Signature]
Guy Langlais
U. I. Labor Relations
Date: June 23/2020 GLS


ADDENDUM

LETTER OF AGREEMENT

Effective December 1, 2018 the parties agree that Signatory Employers shall maintain the same operational control of the multi-Employer Marshalling Yard (in current use) with the exception of traffic direction (runners).

It is also the intent between the parties to allow the Employer to assign scale operation at its discretion.


FOR THE EMPLOYERS:



Freeman
6/16/2020


Date:

FOR THE UNION:



Shelly Allsup, Business Agent
5/15/2020

Date:



Guy Langlais
V.P. Labor Relations
Date: June 23/2020 GFS