

1ST Half of Agreement (Shop)

Page 1	<u>New opening paragraph</u> (DC 36)
Article I	<u>Jurisdiction</u> add – Swing Stage, Digital Electronic Signs
Article XII	<u>Classifications</u> – Add Apprentice
Article XIII	<u>Wages</u> (no wage increase) more apprentice language New casual worker pay day language
Page 2	<u>New Bond Language</u> – Increase to \$40,000
Article XIV	<u>Travel</u> Shop Installer – Travel in Show half
Article XVIII	<u>Medical</u> – increase (45¢) to \$8.65 April 1, 2011
Article XIX	<u>Pension</u> – Increase now (\$1.00) to \$4.50
Page 3	
Article XX	<u>Fringes</u> – Eliminate uniform enforcement
Article XXIII	<u>JATC</u> – Increase (15¢) to 56¢ April 1, 2011 Apprentice Language (see Appendix B)
Article XXXII	Length of Agreement (2) two years (March 31, 2012) Drug Fee Workplace amend marijuana 25 to 150 ng

2nd Half of Agreement (Show)

Page 4	Opener (same as shop)
Article I	Jurisdiction – Same language as Shop
Article III	33 By Name until February 1, 2011 – 36 Add excluding holidays for weekend 48 hour rollover
Article X	<u>Classification</u> – Same as Shop
Page 5	Apprentice – Same as Shop
Article XII	<u>Wages</u> – Same as Shop
Article XVI	<u>Medical</u> – Increase (45¢) to \$9.90 April 1, 2011
Page 6	
Article XVII	<u>Pension</u> – Increase (\$1.00) to \$5.65
Article XVIII	<u>Fringes</u> – Same as Shop
Article XXIV	<u>JATC</u> – Same as Shop
Page 7	
Article XXVII	Length of Agreement (2) two years March 31, 2012 Employment Office Procedures 500 hour rule eliminated March 31, 2011
Page 7- 8	Apprentice added
Page 9-10	Appendix B
Both shop/show may add \$ to pension or medical (<u>from wages</u>)	

CONVENTION SERVICES AGREEMENT (Shop)

This Agreement is made and entered in this April 1, 2010, by and between Conventions Services Employer, hereinafter referred to as "EMPLOYER" and PAINTERS and ALLIED TRADES DISTRICT COUNCIL 36, on behalf of SIGN DISPLAY AND ALLIED CRAFTS LOCAL UNION 510, hereinafter to as "UNION".

ARTICLE I JURISDICTION

A. Amend sentence (1): the construction, preparation, erection and maintenance of all **swing stage sign work, and all other signs, including installation of all electronic and digital signs and displays**, lettering, pictorial work, screen process work, show card writing, commercial exhibits and advertising displays, including, but limited to:

ARTICLE XII CLASSIFICATIONS

Amend paragraph B: **Apprentices** are hereby defined as assistants to journeypersons in any of the shop person classifications and shall work at the craft at least seventy-five percent of their monthly working time. There shall be a mentor relationship between the journeyperson and trainees or helper working with them.

ARTICLE XIII WAGES

Delete "Journeyperson Trainee" from paragraph (2) and replace with "Apprentice". Delete wage scale and replace with "Refer to apprentice wages in Article XII (A) of Show Agreement".

New paragraph (A) (4) Apprentice:

Year 1: 70% Year 2: 80% Year 3: 90%

\$1.00 per hour dues check-off deducted from "B" and "C" Installers, and "Extras". Apprentices shall be subject to a 2% dues check-off.

Add new last sub- paragraph to (H): New payday clause, same as Article XII (D) of Show Agreement.

Casual Workers-Status and Payment of Wages

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

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

Paragraph (J): Amend to reflect Article XII (G) of Show Agreement, new bond language.

Each Employer shall post a \$40,000 Surety Bond to be initially eligible to sign this Agreement. Existing \$25,000 bonds shall be raised to \$40,000 by January 1, 2011. Employers initially signatory prior to April 1, 2004 may drop their surety bond with approval of the Trust Fund Trustees. The bond shall be reinstated if three delinquencies occur within a one year period. Once reinstated the bond shall not be dropped. Surety bonds of Employers initially signatory on or after April 1, 2004 shall remain in effect and shall not be dropped.

ARTICLE XIV TRAVEL EXPENSE

Add new last sentence:

A. Shop Installer travel shall be covered by Article XIII of the Tradeshow and Convention Decorator (Show) Agreement.

ARTICLE XVIII MEDICAL PROGRAM

1. Each Employer signatory to this Agreement shall pay into the Sign, Pictorial & Display Industry Medical Program for each hour paid or owed for employees by this Agreement \$8.20 ***effective April 1, 2011 \$8.65***. The Union may defer wage to the Medical Plan during the life of this Agreement.

ARTICLE XIX PENSION PROGRAM

Amend paragraph (A): ~~\$3.50~~ ***\$4.50***. The Union may defer wages to the Pension Plan during the term of this Agreement.

ARTICLE XX

PAYMENT OF FRINGE BENEFITS

Delete last sentence of paragraph (D).

D. WITHDRAWAL OF EMPLOYEES

No employee will be disciplined as the result of leaving the jobsite of a delinquent Employer. ~~The action of withdrawing employees from the job must be uniformly enforced on all delinquent Employers, if it is not uniformly enforced, this paragraph shall be null and void.~~

ARTICLE XXIII JOINT ACTION TRAINING COMMITTEE

A. The Employer agrees to contribute forty-one cents (41¢) per hour, **effective April 1, 2011 (56¢)** to a Trust Fund for a Training Program for all employees covered by this Agreement. The JATC shall select and employ a Training Coordinator as required. Such individual shall take direction from and be responsible to the JATC.

Add new paragraph (G):

The parties recognize the need to establish a Joint Apprenticeship Program. This program shall be contained in Appendix "B" of this Agreement and shall be under the direction and administration of the JATC. The program shall be in compliance with the State of California regulations for the operation and state assisted funding of such a program. It is the intention of the parties to establish this program during the first year of this Agreement and to implement the program effective April 1, 2011. The current "B" and "C" classifications may be phased out during the establishment of the Apprenticeship program as determined by the JATC.

ARTICLE XXXII TERMINATION OF CONTRACT

Change duration to: April 1, 2010 through March 31, 2012.

Appendix "A" DRUG FREE WORKPLACE POLICY: Section 4 Evaluation and Violation Rates: Amend marijuana to 150ng/ml.

Appendix "B" (new) APPRENTICESHIP PROGRAM:

TRADESHOW AND CONVENTION DECORATOR AGREEMENT (Show)

This Agreement is made and entered in this April 1, 2010, by and between Conventions Services Employer, hereinafter referred to as "EMPLOYER" and PAINTERS and ALLIED TRADES DISTRICT COUNCIL 36, on behalf of SIGN DISPLAY AND ALLIED CRAFTS LOCAL UNION 510, hereinafter to as "UNION".

ARTICLE I JURISDICTION

Amend paragraph (B): The Union shall also have sole jurisdiction over the following work done by the Employer: (1) the construction, preparation, erection and maintenance of all ***swing stage sign work, and all other signs, including installation of all electronic digital signs and displays***, lettering, pictorial work, screen process work, show card writing, commercial exhibits and fabrication of advertising displays and (2) pattern and sketch making, scale model making, the preparation of training aids and mockups and application of plastic, vinyl, and similar materials.

ARTICLE III HIRING AND DISPATCHING

Delete (B) and rewrite as follows:

(B) The Union upon request shall dispatch up to 33 journey person Installers by name effective February 1, 2010 through January 31, 2011. Effective February 1, 2011 this number shall thereafter be increased to 36 journey person Installers.

(F) On reporting for the installation an employee shall notify the Employer if they will not be available for the dismantle. No later than completion of the installation the Employer shall notify those employees available for the dismantle when to return. Employees so notified shall return as scheduled, except for reason of undue hardship. Employers may reassign journey person Installers from one job or jobsite to another so long as no layoff of more than 48 hours (excluding holidays) occurs and shall give priority callback subject to reasonable operational requirements. Rollover from Friday to Monday is allowed as the sole exception tot his provision. Employers may not reassign B or C list Installers from one jobsite to another.

ARTICLE X CLASSIFICATIONS

New paragraph (G) Apprentice:

Workers that have qualified for and been accepted into the Apprenticeship program established under Article XXIV and Appendix "B" of this Agreement.

ARTICLE XII WAGES

New paragraph (A) (4) Apprentice:

Year 1: 70% Year 2: 80% Year 3: 90%

\$1.00 per hour dues check-off deducted from "B" and "C" Installers and "Extras". Apprentices shall be subject to a 2% dues check off.

Add new last paragraph to (D): *New payday language,*

Casual Workers-Status and Payment of Wages

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

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

Amend paragraph (G) as follows: *Each Employer shall post a \$40,000 Surety Bond to be initially eligible to sign this Agreement. Existing \$25,000 bonds shall be raised to \$40,000 by January 1, 2011. Employers initially signatory prior to April 1, 2004 may drop their surety bond with approval of the Trust Fund Trustees. The bond shall be reinstated if three delinquencies occur within a one year period. Once reinstated the bond shall not be dropped. Surety bonds of Employers initially signatory on or after April 1, 2004 shall remain in effect and shall not be dropped.*

ARTICLE XVI MEDICAL PROGRAM

1. Each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Industry Medical Program for each hour paid or owed by installers covered by this Agreement \$9.45 **effective April 1, 2011 \$9.90**. The Union may defer wages to the Medical Plan during the life of this Agreement.

ARTICLE XVII PENSION PROGRAM

Amend paragraph (A):

Effective April 1, 2010 each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Pension Program for each hour paid or owed for all employees (excluding "C" list installers) covered by this Agreement **\$5.65**. ***The Union can defer wages to the Pension Plan during the term of this Agreement.***

ARTICLE XVIII PAYMENT OF FRINGE BENEFITS

D. **WITHDRAWAL OF EMPLOYEES.**

No employee will be disciplined as the result of leaving the jobsite of a delinquent Employer. ~~The action of withdrawing employees from the job must be uniformly enforced on all delinquent employers; if it is not uniformly enforced this paragraph shall be null and void.~~

ARTICLE XXIV JOINT ACTION TRAINING COMMITTEE

A. The Employer agrees to contribute forty-one cents (41¢) -- ***effective April 1, 2011 fifty six cents (56¢)*** -- per hour to a Trust Fund for a Training Program for all employees covered by this Agreement the JATC shall select and employ a Training Coordinator as required. Such individual shall take direction from and be responsible to the JATC.

New paragraph (D) (1): **Deleted replace with:**

The parties recognize the need to establish a Joint Apprenticeship Program. This program shall be contained in Appendix "B" of this Agreement and shall be under the direction and administration of the JATC. The program shall be in compliance with the State of California regulations for the operation and state assisted funding of such a program. It is the intention of the parties to establish this program during the first year of this Agreement and to implement the program during the term of this Agreement. The current "B" and "C" classifications may be phased out during the establishment of the Apprenticeship program as determined by the JATC.

ARTICLE XXVII TERMINATION OF CONTRACT

Change duration to: *April 1, 2010 through March 31, 2012.*

EMPLOYMENT OFFICE PROCEDURES FOR INSTALLERS

FINANCING OF THE EMPLOYMENT OFFICE: It is recognized that the operation of the employment office entails considerable expense to the Union. Members of the Union contribute to that expense through their Union dues. Since the employment office is available to members and non-members on an equal basis, justice requires that non-members contribute their fair share, estimated to be fifty dollars (\$50.00) per year, by payment of a training fee in that amount payable by March 1st of each year. ~~The training fee may, at the option of the registrant be credited toward the administrative fee into the Union.~~

REGISTRATION

- B. **SENIORITY:** The Union shall maintain the following registration lists:
1. List A (Journeypersons) – For individuals who worked a minimum of 500 hours required to make the A List for Employers signatory to collective bargaining agreements with the Union. These workers shall be listed in the order of their seniority as determined by the Union's Seniority Regulations. *After March 31, 2011, the 500 hour rule shall be replaced with the Apprentices Program (Appendix B).*

CONTINUING REGISTRATION

D. SENIORITY

3. An installer will accrue seniority from the date of the 500th hour employed as a qualified installer *prior to March 31, 2011. Following that date see Appendix B for Apprentices.*

E. 1. List A, Apprentices and B. All persons registered for List A, **Apprentice** or B shall remain permanently registered provided they (1) continue to meet the qualifications for the list they are on, and (2) either (i) remain members in good standing of the Union, or (ii) make timely payment of their training fees. Any person registered for List B, who meets the requirements of List A, shall have his registration moved to List A upon providing the Union with proof of the number of hours he has worked.

DISPATCH PROCEDURES

A. Order-of-Dispatch. To the extent that the employer does not designate the crew by name, the employment office shall first dispatch persons whose names are on List A, **(and Apprentices)** then those on List B, then those on List C; and then from the most reasonable source of workers available. The dispatch from List A shall be by seniority **(apprentices – see Appendix B)**, the B list shall be upon an alphabetical rotation system. It is agreed Building Trades workers from other unions shall be paid at the “B” rate after being properly dispatched.

Appendix B

Shop Builder (Installer) Apprenticeship Program

Goals: To create a long-term Apprenticeship Program in compliance with the State of California regulations for the operation and state-assisted funding of the program. The program will be established during 2010 and implemented during the course of the current agreement. The program will provide competent and qualified Journeyman Trade Show Installers.

Effect: The current "B" and "C" classifications may be phased out during the establishment of the Apprenticeship Program by April 1, 2011 and under the direction of the JATC.

Initial Requirements for Apprenticeship Applicants:

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

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

Apprenticeship Term and Wage Scale: 3060 hours of work experience within a 36 month period. Defined graded wage standards as follows:

1 st year in program	70% of Journeyman "A" rate
2 nd qualifying year in program	80% of Journeyman "A" rate
3 rd qualifying year in program	90% of Journeyman "A" rate

The benefit package will be the same as the Show Installer benefits. Each apprentice shall also be required to complete a minimum of 160 hours per year of training class time, in addition to their on-the-job training.

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

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

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

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