

**I.A.T.S.E
EXHIBITION EMPLOYEES
LOCAL 834**



**COLLECTIVE BARGAINING AGREEMENT
FREIGHT EMPLOYEES**

December 16, 2021 – December 15, 2024

Arata

Classic Exposition Services

Employco

Freeman

George Fern

Heritage

Shepard

Union Payroll

US Trade Shows

Collective Bargaining Agreement

This Agreement is made and entered into between the International Alliance Of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO-CLC and Local No. 834, I.A.T.S.E. (hereinafter collectively referred to as "Union") and the Signatory employers (hereinafter collectively referred to as "Employer") whose names appear below or who thereafter explicitly assume and agree to be bound by the terms of this Agreement.

Article: Recognition

1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees employed by the Employer in the Atlanta standard metropolitan statistical area in the following bargaining unit:

All employees employed by the Employer on a part-time, per-diem, or casual basis performing show site freight services work, including all employees employed in loading, unloading, handling and placing of freight equipment, storage and replacing empties, general labor, exhibit freight, association freight, small packages, checkers, material handlers, forklift operators, rigging forklift operators, traffic controllers, exhibit and machine rigging, and other freight related duties, but excluding all employees engaged in truck driving, all professional employees, salesperson, customer service representatives, graphics production employees, show carpet cleaners, marshalling yard employees, office clerical employees, guards, and supervisors.

1.02 The Employer extends exclusive recognition to the Union under this Agreement based upon proof having been sufficiently demonstrated to the Employer that the Union represents a majority of employees in the above-described bargaining unit, such proof having consisted of the Union's presentation of authorization cards signed by a majority of employees in the above-described unit to the Employer or to a neutral, mutually-selected third-party.

1.03 This Agreement covers all work performed by or on behalf of the Employer in the production of conventions and trade shows in the Atlanta SMSA. Such work shall be in accordance with the wages, hours, and terms and conditions of employment set forth in this Agreement.

Article 2: Hiring and Referral Procedure

2.01 The Employer grants to the Union the sole and exclusive right to refer employees to perform work covered by this Agreement.

2.02 Request by Name On any call, the Employer shall have the right to request 85% by name from the Union's referral lists all person on the call. The second person called on any job shall be named by the Union and designated as its Job Steward in accordance with Article 3. All employees requested on the initial call who do not confirm with the Union in accordance with the Union's Referral Rules and Regulations or who are not requested by name shall be referred by the Union from its referral lists in accordance with Sections 2.03, 2.04, 2.05, 2.06 and their subsections below.

- 2.021 The Employer may request a maximum of 15% of Forklift 1 employees on a call.
- 2.022 Prior to the commencement of any investigative interview, the employee will be permitted to contact the Union Business Representative and the Employer will afford a Union Representative sufficient time to arrive at the work site.
- 2.03 The Union shall maintain the following classifications: Specialist, Steward, Lead, Traffic Controller, Rigger, Forklift Operator 2, Forklift Operator 1, Checker, and Ground Loader. (See Article 16.03).
- 2.031 Each applicant for Checker under this Agreement shall be required to prove all required hours of experience to the satisfaction of the Joint Classification and Training Committee pursuant to rules adopted by the Committee.
- 2.032 Each applicant for Forklift Operator 2 under this Agreement shall be required to prove all required hours of forklift experience to the satisfaction of the Joint Classification and Training Committee pursuant to rules adopted by the Committee.
- 2.033 Employees may be qualified as “specialist” by the Joint Classification and Training Committee and listed as such on each referral list.
- 2.034 It is agreed that this Agreement establishes minimum criteria, and nothing contained in this Agreement shall prevent the Joint Classification and Training Committee from establishing higher or different standards at which time such standards shall be incorporated by reference into this Agreement.
- 2.04 After all requests by name have been fulfilled; all additional employees referred shall be made by the Union from its referral list. In the event the Employer requests any specialists, such shall also be referred in the same manner. All referrals shall be made in accordance with the Union’s referral rules.
- 2.05 Cuts are defined as any employee not repeated back the next day. Cuts and layoffs shall be in the reverse order of call for those referred, beginning with any outsourced employees then followed by addition from the stand-by list, ground/loaders, checkers, forklift operators 1, forklift operators 2, and finally specialists. Employees requested by the Employer shall be cut at the Employer’s discretion while maintaining a maximum of 15% ground/loaders. It is understood that this cut procedure shall not interrupt the continuity of any ongoing projects in exhibit rigging, Association work, and small package scanning. Once a call is cut, no additional employees may be added to the call.
- 2.06 Staggered calls are permitted.
- 2.07 The Union and Employer shall establish a Joint Classification and Training Committee (JCTC), which shall consist of an equal number of representatives appointed by the Union and Employer.
- 2.071 The JCTC shall certify all specialists, forklift operators, and checkers annually and approve the advancement of all employees on the referral list. In case of dispute, the applicant or employee may be required to take and pass a test, such test to be developed and administered by the JCTC. The JCTC decision shall have final authority in all cases.

- 2.072 Absent agreement, the Joint Classification and Training Committee shall not qualify any applicant who was discharged by the Employer prior to or during the term of this Agreement; provided, however that after three years from the date of such discharge, the discharged individual shall be entitled to apply as any other new applicant.
- 2.08 The Union agrees that the Employer has the right to reject any referral for employment who the Employer considers unsatisfactory or unsuitable for a call, or to discharge any referral, who in the opinion of the Employer, is not producing at an acceptable level. In such event, the Employer will provide the reasons in writing to the employee, in person, or mailed to the address on record, or emailed and forward a copy to the Union. If the Union considers the Employer's rejection as being without just cause, such action shall be subject to the grievance and arbitration procedures contained in this Agreement. The Union agrees that any such rejection or discharge shall not cause delay in the performance of work to be done.
- 2.09 The Employer may elect in the future to establish a Priority Call List of 15 bargaining unit employees. The Employer will directly notify these individuals for any work covered by this agreement. There will be no restrictions on transferring Priority List employees from work site to work site, nor will minimum call times (i.e., the 4-hour minimum) apply. Priority Call List employees may be cut at any time and at the Employer's discretion.
- 2.091 The Employer will provide the Union with a list of Bargaining Unit employees on the Priority Call List. Upon request, the Employer will inform the Union of the jobs to which Priority Call employees have been assigned.

Article 3: Job Steward

- 3.01 The Union shall appoint a referral to the employer who shall serve as Job Steward. Each call shall have a Job Steward; provided, however, that if the call is for 60 or more persons, the Union shall be entitled to appoint two referrals as Job Stewards.
- 3.02 The Job Steward shall be a working member of the crew if less than thirty (30) referred persons are working. Upon reaching a thirty (30) person call, the Job Steward will become an Administrative Steward. The Job Steward is expected to perform tasks as assigned by the Employer, provided that the performance of these tasks does not interfere with the Steward's representational duties.
- 3.03 The working hours of the Job Steward shall be the same as his crew. When the call drops below the thirtieth person on the Employer's call, the Job Steward will become a working member of the crew, provided this does not interfere with time keeping or union representation duties.
- 3.04 The Job Steward shall be responsible to bring to the immediate attention of the Employer's representative any complaint or grievance which might arise on the job. The dispute/disagreement shall immediately be removed from the show floor. The issue(s) shall be discussed in a less visible location in an attempt to resolve the issue(s). Verbal and/or physical confrontations by the Job Steward or the Employer' representative will not be tolerated. If the complaint or grievance cannot be resolved, the Steward shall be responsible for contacting the appropriate representative of the Union for further handling of the complaint or grievance pursuant to the grievance and arbitration procedures contained in this Agreement.

- 3.05 The Job Steward will assist in the routine assignments of work crews for each job and shall serve as time keeper if requested by the Employer.
- 3.06 If the Employer transfers a portion of the workers from one event to another on a short-term basis, one time, it will be necessary to appoint another Job Steward at the other site subject to the provision of paragraph 3.01 above.
- 3.07 At the discretion of the Employer, the Steward shall receive one-half (1/2) hour pay at the prevailing hourly rate before and/or after the shift in order to perform necessary paperwork. If the Steward is required to report to the Employer prior to the job call reporting time the Employer shall notify the Union in advance. If the one-half (1/2) hour is not granted, the Employer shall provide the Steward the necessary time to complete paperwork within the framework of the call.
- 3.08 The Steward may be discharged for just cause. The Employer will not discriminate against a Steward for fulfilling his/her duty of Union representation. If the Union considers the discharge as being without just cause, such action by the Employer shall be dealt with under the grievance and arbitration procedure.

Article 4: Grievance and Arbitration Procedure

- 4.01 Should any grievance, complaint, or dispute arise between the Employer and the Union involving the application, interpretation, or alleged violation of any provision of this Agreement, the matter shall be resolved as follows:
- 4.02 STEP 1. The complaining party shall, no later than ten (10) working days from the date of the grievance or dispute occurred or comes to his attention, bring the grievance or dispute to the attention of the Job Steward. Within ten (10) days of such grievance, the complaining party, the Steward or other representative of the Local Union, and the Foreman or other representative of the Employer shall meet to attempt to resolve the matter. Failing resolution, the grievance shall be reduced to writing with copies to the Union and Employer, and shall advance to Step 2.
- 4.03 STEP 2. Within fifteen (15) working days of the filing of a written grievance, the Business Agent or other representative of the Local Union and a designated representative of the particular Employer shall meet to attempt to resolve the grievance. Within three (3) working days of the meeting, a written answer to the grievance shall be provided setting forth in full the answering party's position. If the matter has not been satisfactorily resolved, the grievance shall advance to Step 3.
- 4.04 STEP 3. Within fifteen (15) working days of receipt of the Step 2 answer, a representative of the International Union or his designate, and the general manager of the Employer or his designate, shall meet to attempt to resolve the grievance. Within ten (10) working days of such meeting, should the matter not be satisfactorily resolved, the Union or Employer may petition the Federal Mediation and Conciliation Service to supply a panel of seven (7) arbitrators.

- 4.041 The Parties shall promptly select from such panel one arbitrator by alternate strikes, with the party striking first to be determined by lot. The aggrieved party shall then promptly notify the selected arbitrator and obtain a date and place for the arbitration. The arbitrator's decision shall be final and binding.
- 4.05 The procedure to be followed in arbitration shall be determined by the arbitrator, unless otherwise agreed upon by the parties within (1) work day preceding the arbitration hearing. The arbitrator shall submit his decision in writing and his decision shall be final and binding. The compensation and necessary expenses of the arbitrator shall be borne equally by the parties.
- 4.06 This agreement to arbitrate unresolved grievances and disputes is not intended and shall not be construed as in any way qualifying or making subject to change any term or condition of employment specifically contained in this Agreement, nor shall arbitration apply to any dispute as to the terms or provision to be incorporated in any proposed new Agreement.
- 4.061 The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provision of this Agreement. The arbitrator is authorized to make his decision retroactive if, in his judgment, the circumstances justify such an award. Any dispute as to the interpretation or construction to be placed upon the arbitrator's award shall be promptly submitted to the arbitrator who made the award, who may construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation shall be binding on all parties.

Article 5: Job Calls

- 5.01 A job shall include the installation, show period, and dismantling of an event. To assure maximum harmonious relations and in order to obtain the best qualified employees with the least risk or delay in the work. The employer agrees to secure all of its employees covered by the Agreement exclusively through the Union's referral hall and procedures.
- 5.02 The Employer agrees to notify the Union at least seventy-two (72) hours prior to the reporting time of job calls for all employees covered by this Agreement. The Union will respond within 24 hours of call time with a list of employees who are on the call. If the Union has not been able to fill the call, the Employer shall be entitled to obtain labor to complete the call from other sources of the Employer's choosing. The Union will provide an updated of the call's status upon request.
- 5.021 When the Employer has given less than seventy-two (72) hours prior notice, the Union agrees to furnish the Employer a list of employees who are on the call once the call is completed.
- 5.022 On a call placed to the Union at least 72 hours prior to the report time, the Union, upon request, will provide to the Employer a list of employees confirmed on the call at least 48 hours before the call.
- 5.03 On return calls the Employer shall notify the Union Steward of the number of employees needed one hour before finish time. The Employer shall notify the Union of any additional employees needed to add on the call no later than 4:00pm the day prior to the reporting time, unless due to customer requests or circumstances beyond the Employer's control.

Article 6: Transfer and Recall

- 6.01 The Employer may transfer an employee from one work site to another, provided the employee is in continuous pay status (the employee is kept continuously on the clock while transferring) and none of the employees on the original call at the transferred work site has been cut off the call. A transfer will not invoke an additional 4 hour minimum.
- 6.02 When an employee is transferred, the Employer must furnish suitable transportation to and from the different sites and return the employee to the original site upon completion of the work. Should the employee agree to use his own transportation, the Employer shall reimburse the employee for any additional parking and mileage fees, at the current IRS rate per mile incurred as a result of the transfer.
- 6.03 Once a referral reports to the Employer, he would be obligated to return the next day if repeated.
- 6.04 The same employees will be referred back to the general service contractor to dismantle and take out an event as were employed to install the event. This shall not preclude an employee from taking a call during the run of the event.

Article 7: Meal Periods and Breaks

- 7.01 There shall be meal periods provided for all employees. The first meal period shall be one hour and shall be taken no sooner than four hours but not later than five hours from the commencement of work. Each additional meal period shall be one-half hour and shall be taken no sooner than four hours and no later six hours after the preceding meal period.
- 7.02 There shall be one 15-minute break every two hours, except when a meal is to be given or an employee is to be released within the next hour.
- 7.03 If a 15-minute break or meal period is not taken by an employee pursuant to the Employer's request, then the employee shall receive double the prevailing hourly rate until such time as the 15-minute break or meal period is given.
- 7.031 On Employer return operations, breaks may be delayed or adjusted, but not eliminated, without penalty to ensure an efficient and safe freight operation. On empty return operations, breaks may be delayed or combined to ensure a continuous return of exhibit containers. The Employer will not be penalized for these necessities, nor will an employee be penalized for attending to whatever necessities arise due to the lack of timely/periodic breaks.

If a 15-minute break or meal period is not taken by an employee pursuant to the Employer's request, the employee shall receive double the prevailing hourly rate for the length of the untaken subject 15-minute break(s) and/or meal period.
- 7.04 The Employer must notify the Union Steward in advance of any employees the Employer has requested to work through 15-minute breaks or meal periods.
- 7.05 The Employer may reduce the first meal period to 30 minutes with no break in pay.
- 7.06 Two hours of work will be guaranteed after any meal period.

Article 8: Report Pay

- 8.01 The rate of pay for a minimum call for any job is defined in article 16. The minimum shall be paid to any employee referred to work by the Union pursuant to a call by the Employer who is accepted for employment by the Employer if the employee reports at the time and place specified. Employees shall be entitled to such pay whether put to work or not if accepted by the Employer, except if an employee is rejected or discharged because of job performance, lack of required skills, or violation of the Employer's work rules, including the substance abuse policy.
- 8.02 The Employer has the right to reject any referral who fails to report at the predetermined time or pay only for the time worked. If the time worked is less than the minimum for the job category, the referral shall be paid for the minimum less the time the referral was late in reporting.
- 8.03 Any employee referred to the Employer by the Union who fails to report with the required tools shall thereby waive any rights to minimum call time and may be sent home without pay.

Article 9: Working Conditions

- 9.01 It is the intent of the parties here to allow an employee a minimum of seven (7) hours off between the time an employee ends his or her work, with the Employer and the time he or she begins working for the Employer again. In the event the Employer requests an employee to return to work before the employee has had seven (7) hours off the Employer shall pay the employee double time the standard hourly rate until the employee receives seven (7) hours off. The Employer's Representative must be informed by the Union Steward of such prior to recall. A set-up and dismantle of a one day show with same day move in and move out shall not constitute a turnaround penalty situation. A show call and a move out call in the same day shall not constitute a turnaround penalty situation.
- 9.011 The provisions of Section 9.01 notwithstanding, turnaround time will not be paid if the invasion of turnaround hours is due to the Union's inability to fill a labor call received with a 72-hour notice.
- 9.02 Any fraction or part of an hour worked shall be paid in one-half (1/2) hour increments.
- 9.03 Should the Employer be required to agree to special conditions in consideration for being awarded a contract (e.g. drug screen, background check) employees shall be expected to comply with such conditions, provided they do not contravene any specific terms and conditions set forth in this Agreement. The Employer shall promptly notify the Union of any special conditions to a contract.

Article 10: Dress Code

- 10.01 The Employer has the right to reject or discharge any employee who fails to meet a dress code consisting of the following guidelines:
- 10.02 Employees shall report to work wearing clean and neat garments, free of holes and tears. Clothing must pose no safety problems. Garments with obscene writing, symbols, or signs are not acceptable. Workout pants (spandex), leotards, tights, and sleeveless shirts are not acceptable.

- 10.03 Long pants or knee length shorts that fit at the waist (exclusive of gym shorts, baggy or oversized shorts and cut-off shorts) are permitted on site at the Georgia World Congress Center, Georgia International Convention Center, Cobb Galleria and out-door events. Shorts are not permitted any day on which an event is open or partially open at any facility or on events on which there is a client or facility mandated dress code prohibiting the wearing of shorts.
- 10.04 Shoes must cover the foot, and be appropriate for working long periods.
- 10.05 Sunglasses shall not be worn indoors.
- 10.06 Any referral rejected or discharged due to a dress code violation will not be eligible to work for the remainder of that day but is eligible for work the next day provided dress code standards are met.

Article 11: Safety

- 11.01 The Employer and the Union shall work together to ensure that all applicable safety rules as set forth by the Occupational Safety and Health Act are followed. Employees shall be expected to follow the safety rules issued by the Employer. The Employer shall provide a copy of its rules to the Union's Business Agent and to each employee.
- 11.02 For all employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this state.
- 11.03 Employees will not be required to work under conditions that are in violation if the Occupational Safety and Health Act standards.
- 11.04 Employees operating motorized equipment without the proper authorization and/or certification may be subject to disciplinary action.

Article 12: Strikes and Lockouts

- 12.01 The Employer agrees that there will be no lockouts during the life of this Agreement.
- 12.02 The Union agrees that there will be no strikes, slowdowns, or work stoppages for any reason, including in sympathy with others, during the life of this agreement; provided, however, that employees shall have the right to respect any lawful picket line.

Article 13: Non-Discrimination

- 13.01 The Union and Employer agree there shall be no discrimination against any individual on the basis of race, color, religion, sex, physical handicap, age, national origin, or veteran's status.
- 13.02 The Employer shall not discharge or discriminate against any employee for Union membership, for upholding Union principles, for serving on any Union committee, or for holding Union office. An employee shall not be disciplined, discharged, or laid off for refusing to work behind or for refusing to cross any legal picket line. The Union shall not discriminate against any employee who elects not to become a member of the Union.
- 13.03 Where the masculine gender is used in this Agreement, it is for convenience only and includes females as well as males.

Article 14: Management Rights and Responsibilities

- 14.01 Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, the right to manage the business. Such right includes the right to plan, direct, expand, control, reduce, or terminate operations, to establish and maintain job requirements and standards of production and inspection, to hire, assign, transfer, promote, suspend, or discharge employees for just cause, to relieve employees from duty for lack of work or for other legitimate reasons, to discontinue processes or operations, or to discontinue their performances by employees of the Employer, to introduce any new or improved methods or facilities, and to make such reasonable rules and regulations not in conflict with this Agreement as may be necessary or desirable for the operation of the Employer and to apply them in a reasonable fashion; provided, that the exercise of any such rights shall not have the purpose or effect of discriminating against the Union or the employees employed under this Agreement.
- 14.02 The Employer agrees that in the event it subcontracts out any work normally performed by employees covered by this Agreement; the subcontractor will be required to pay the rates established under the terms of this Agreement. The Employer will not subcontract work normally performed by employees under this Agreement except where there are insufficient employees available to perform the work. Notwithstanding the above, the Employer shall have the limited right to subcontract certain heavy machinery work involving millwrights, ironworkers and machinery movers to handle special off-loading requirements utilizing lifting devices, such as gantries, versa lifts and cranes and special rigging apparatus such as machine dollies for alignment of heavy machinery to perform such work in the event the Union is unable to refer sufficient skilled tradesmen to perform such work. In such event, the Employer, upon notification to the Union, may secure qualified employees to perform such work from any source. The Employer acknowledges that its limited right to subcontract such heavy machinery work under this clause is intended to be exercised on an infrequent basis and only under the circumstances set forth in this clause.

Article 15: Supervisors

- 15.01 Upon written notification to the Union, any individual not in the bargaining unit who is in the process of being trained by the Employer may perform bargaining unit work for a maximum period of six months. No more than two such persons shall perform bargaining unit work at any one time and for no longer than four hours per person on any call.
- 15.02 All foremen or other supervisors shall be employed directly by the Employer. The Employer alone shall choose its supervisors and determine their qualifications without restrictions of any kind; however, the Employer shall endeavor where possible to promote supervisors from the ranks of the bargaining unit.
- 15.021 Atlanta based full-time foremen and supervisors are permitted to perform tradeshow work. However, the primary responsibility of Atlanta based foremen and supervisors shall be to direct and supervise the work force. The Employer may be permitted to utilize Atlanta based part-time supervisors and non-Atlanta based full-time foremen and supervisors during circumstances when demand for labor is unusually high and the supply of qualified labor/supervisors is not adequate. Such persons shall not be permitted to perform bargaining unit work after Atlanta based referrals have been cut. The Employer will give the Union reasonable advance notice of the use of all Atlanta based part-time supervisors and non-Atlanta based foremen and supervisors.

Article 16: Wages, Hours and Benefits

16.01 Wages shall be paid in accordance with this Article.

16.02 The minimum straight-time hourly rate for employees referred for employment shall be as follows, with increases effective on the following dates:

	12/16/21	12/16/22	12/16/23
Specialist	24.78	25.52	26.29
Steward / Lead			
Traffic Controller			
Rigger			
Forklift Operator 2	22.20 (12/16/21- 6/15/22)	23.11	23.80
	22.44 (6/16/22- 12/15/22)		
Forklift Operator 1	20.53	20.94	21.46
Checker	20.53	20.94	21.46
Ground Loader	16.68	17.01	17.44

16.021 Sixty days prior to a scheduled wage increase, the Union may notify the Employer if it wishes to divert some or all of the scheduled wage increase to benefit fund contributions.

16.022 Employees who have existing wage rates that are in excess of the rates in 16.02 shall not have their wage rates decreased.

16.023 The Specialist rate will be paid to employees that have been approved as traffic controllers by the JCTC. Approved traffic controllers will get preference of employment for traffic positions. Current grandfathered traffic controllers will be considered as approved by the JCTC.

16.03 The following job classifications shall apply:

Specialist - Personnel certified by the JCTC as having reached a level of proficiency in training, productivity, and reliability which requires the use of advanced or special skills for the completion of an assigned duty.

Steward - See Article 3, Job Steward Section 3.01.

Lead - Personnel employed by the Employer to, at times, aid with the direction of other union employees under the Employer's guidance. Under the Employer's guidance, responsibilities include assistance in labor check in, check out and identification of employees, organization and distribution of labor and assist in directing activities of employees engaged in the movement of freight.

Traffic Controller - Personnel trained in the specific area of controlling traffic for the purpose of ensuring the optimum use of allocated unloading space, while maintaining a safe unimpeded flow of traffic for the expeditious movement of freight, machinery, and personnel. Responsibility includes directions of all traffic to include but not limited to carriers, company vehicles, and privately owned vehicles. Traffic control must ensure that all facility rules concerning vehicle movement and vehicle parking are adhered to.

Rigger - Skilled tradesmen advanced by the JCTC as knowledgeable and proficient in the safe and professional handling of machinery to include offloading, transporting, spotting, lifting, alignment, pick point placement, weight distribution, reloading, crane placement and signaling. Also proficient in the operation of forklifts exceeding 5,000 lbs. including operation of larger equipment such as 30,000 lb. forklifts and versa lifts. Position requires expertise and knowledge in the field of moving large machinery with the use of straps, slings, cables, and machine dollies. Upon assignment and in the event the company deems it necessary, riggers will perform forklift operator, checker and/or ground loader work (if qualified), with the understanding that the accountability for riggers performing such forklift operator, checker and/or ground loader work will be that of the respective task being performed by the rigger.

Forklift Operator 2 - Operators certified by the JCTC with a minimum of 1,000 forklift hours as trained, evaluated, competent and skilled to operate a powered industrial truck properly and safely. Operators must be certified through a Company mandated training program and have the ability to complete booth work including raising headers, offloading, handling and spotting of machinery with the assistance of checkers and/or riggers when needed. Upon assignment and in the event the Company deems it necessary, forklift operators will perform checker and/or ground loader work (if qualified), with the understanding that the accountability for forklift operators performing such checker and/or ground loader work will be that of the respective task being performed by the forklift operators.

Forklift Operator 1 - Operators certified by the JCTC as trained, evaluated, competent and skilled to operate a powered industrial truck properly and safely. Operators must be certified through a Company mandated training program and have the ability to complete booth work, offloading, handling and spotting of machinery with the assistance of checkers and/or riggers when needed. Upon assignment and in the event the Company deems it necessary, forklift operators will perform checker and/or ground loader work (if qualified), with the understanding that the accountability for forklift operators performing such checker and/or ground loader work will be that of the respective task being performed by the forklift operators.

Checker - Personnel certified by the JCTC as responsible for the accountability of all freight, including damage notations, piece count variance, type of load classification, proper dispatch of freight to the booth, and completion of all Employer's and the driver's paperwork and booth checks. Duties also include assisting forklift operators and the assisting in the movement of freight utilizing dollies, floats, and other material handling equipment. Upon assignment and in the event the Company deems it necessary, checkers will perform ground loader work (if qualified), with the understanding that the accountability for checkers performing such ground loader work will be that of ground loaders.

Ground Loader - General labor to include new hires or entry level personnel utilized in the movement of freight and materials. Ground loaders will train and assist in checker duties. Ground loaders will have the opportunity to advance to Checker status after 250 hours of service and successful completion of the checker training course.

- 16.04 One and one-half times the normal hourly rate shall be paid for all or any parts of hours worked after (8) hours in a day, between 9:00 p.m. and 6:00 a.m. on Monday through Friday, all day Saturday, and all-day Sunday.
- 16.041 The 9:00 p.m. to 12:00 a.m. overtime period shall not be in effect for the initial empty return call on the dismantle of a show.
- 16.05 Twice the normal hourly rate shall be paid after fourteen (14) hours of work in a day and on holidays.
- 16.06 The minimum call shall be for four (4) hours, paid at the prevailing hourly rate.
- 16.07 The Employer agrees to contribute the following percentage of gross wages earned by all employees to the I.A.T.S.E. National Health and Welfare Fund, or such other Welfare Fund as the Union may designate.

<u>12/16/21</u>	<u>12/16/22</u>	<u>12/16/23</u>
10%	10%	10%

- 16.071 The Employer shall make its contributions check payable to the I.A.T.S.E. National Health and Welfare Fund no later than the 15th day of each month in respect to all employment during the preceding month on which contributions were payable. With each payment, the Employer shall submit an accounting report which shall include the name of each employee, Social Security number, number, number of hours worked, total hours for all employees, and total amount of contributions paid for the employees. The I.A.T.S.E. National Health and Welfare Fund check and the accounting report shall be sent to the office of I.A.T.S.E. Local 834 for review and forwarding to the Fund Administrator office.
- 16.072 The Employer agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for each of the following Funds. The I.A.T.S.E. National Health and Welfare Fund all as restated September 22, 2005 as amended, respectively and each respective Fund's Statement of Policy and Procedures of Collection Payable by Employers, as related to the contributions due as forth in this Agreement. The Employer and the Union agree that eligibility will be determined by the Fund and may be changed as needed pursuant to the terms and conditions of the Fund and its trust agreements.

16.08 The Employer agrees to contribute the following percentage of gross wages earned by all employees to the I.A.T.S.E. National Annuity Trust Fund, or such other Annuity Trust Fund as the Union may designate.

<u>12/16/21</u>	<u>12/16/22</u>	<u>12/16/23</u>
4.5%	4.5%	4.5%

16.081 The Employer shall make its contributions check payable to the I.A.T.S.E. National Annuity Trust Fund no later than the 15th day of each month in respect to all employment during the preceding month on which contributions were payable. With each payment, the Employer shall submit an accounting report which shall include the name of each employee, Social Security number, number, number of hours worked, total hours for all employees, and total amount of contributions paid for the employees.

The I.A.T.S.E. National Annuity Trust Fund and Welfare Fund check and the accounting report shall be sent to the office of I.A.T.S.E. Local 834 for review and forwarding to the Fund Administrator office.

16.082 The Employer agrees to be bound by all the terms and conditions of The Agreement and Declaration of Trust for each of the following Funds. The I.A.T.S.E. National Annuity Trust Fund, all as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and Procedures of Collection of Contributions Payable by Employers, as related to the contributions due as set forth in this Agreement. The Employer and the Union agree that eligibility will be determined by the Fund and may be changed as needed pursuant to the terms and conditions of the Fund and its trust agreements.

16.083 Upon a bargaining unit employee's return from worker's compensation due to an on-the-job injury, the Employer will make the prevailing Health and Welfare contribution on behalf of the employee to the IATSE National Health and Welfare Fund for all light duty hours worked by the employee.

16.09 Pay period is Monday through Sunday, paid on the following Friday. The Employer shall deliver payroll checks to the Union office by 4:00 p.m. on Thursday. The Employer shall submit along with payroll checks an accounting report which shall include the name of each employee, social security number, pay rate, number of hours worked per day straight-time, time-and-one-half, double-time and total hours combined.

16.091 Any corrections or errors on an individual's pay shall be made by the Employer the week following verification of the error. The Employer must issue a second correction check. Correction checks shall indicate whether the correction is for pay rate adjustment or hour shortage and the dates of the shortage including the week ending. Employees, who do not receive a paycheck on time because of lost time cards or time cards not turned in, will receive a paycheck issued on that same payday.

16.10 Holiday pay shall be double the regular hourly rate. Recognized holidays shall include the following:

- | | |
|----------------------------|---------------------------|
| New Year Day | Thanksgiving Day |
| Martin Luther King Jr. Day | Friday after Thanksgiving |
| National Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | |

16.11 The Employer agrees to contribute the following percentage of gross wages earned by all employees to the IATSE Entertainment and Exhibition Industries Training Trust Fund.

<u>12/16/21</u>	<u>12/16/22</u>	<u>12/16/23</u>
0.1%	0.1%	0.1%

16.121 All contribution to the IATSE Entertainment and Exhibition Industries Training Trust Fund shall be made by check payable to the "IATSE Training Trust Fund", no later than the 15th day of each month in respect to all employment during the preceding month on which contribution were payable. With each payment, the Employer shall submit an accounting report which shall include the name of each employee, Social Security number, number of hours worked, total hours for all employees, and total amount of contributions paid for the employee. The IATSE Entertainment and Exhibition Industries Training Trust Fund contribution check and the accounting report shall be sent to the office of IATSE Local 834 for review and forwarding to the Fund Administrator's office.

16.122 The Employer agrees to be bound by all of the terms and conditions of the IATSE Entertainment and Exhibition Industries Training Trust Fund Agreement, established June 22, 2011, ("Trust Agreement") and be bound by any amendment thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as set forth in this Agreement.

16.123 The Trustees of the IATSE Training Trust Fund shall have the right through the accountant of their choice to examine the Employer's payroll and employment records to verify the information contained on the reporting forms, or to determine the amount owed in the event of late payments or default.

Article 17: Miscellaneous

17.01 In the event of a determination by the properly constituted authority that any portion or portions of this Agreement is/are unlawful, the remaining portions shall remain in full force and effect, and the portion or portions determined unlawful shall become null and void. The parties hereto agree to renegotiate such portion or portions for the purpose of making them conform, so long as they remain legally effective.

17.02 A representative of the Union shall be permitted to visit the job sites of the Employer at all times during working hours to consult with the job stewards or other members covered herein for the purpose of carrying out the terms of this agreement, or to ascertain if the terms hereof are being complied with.

17.03 Should any person on the referral lists be elected to a full-time position with the Union, such person shall not lose his or her place on the referral list.

17.04 The Employer shall deduct and withhold from the pay check to each employee referred by the Union such referral fees as the employee has authorized the Union to deduct from his or her paycheck. The Employer shall collect and remit such fees to the Union at its Atlanta address on a weekly basis. Along with the referral fees, the Employer shall provide an accounting report which shall include the name of each employee, Social Security number, gross earnings, and amount deducted for referral fees.

17.041 The Union agrees to indemnify and hold the Employer harmless with regard to all claims and causes of action arising out of employee-authorized deductions and/or withholdings of dues, fees, contributions, assessments, etc. from employee wages.

17.05 The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Political Action Committee (IATSE PAC) as the employee has authorized in writing to be deducted. No later than 15th day of each month, the Employer will issue a single check for such deductions payable to IATSE PAC. With each payment the Employer shall submit an accounting report which shall include the name and Social Security number of the employees, and the amount of contributions paid. The IATSE PAC contribution check and the accounting report shall be sent to the office of IATSE Local 834 for review and forward to the IATSE PAC. Employees who wish to cancel their deduction will sign a card supplied by the Union for such purpose. Refunds will be the responsibility of the Union.

17.06 The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Local 834 Political Action Committee (834 PAC) as the employee has authorized in writing to be deducted.

No later than 15th day of each month, the Employer will issue a single check for such deductions payable to 834 PAC. With each payment the Employer shall submit an accounting report which shall include the name and Social Security number of the employees, and the amount of contributions paid. The 834 PAC contribution check and the accounting report shall be sent to the office of IATSE Local 834 for review and forward to the 834 PAC. Employees who wish to cancel their deductions will sign a card supplied by the Union for such purpose. Refunds will be the responsibility of the Union.

17.07 Employees shall not be permitted to use portable/cell phones, Bluetooth or similar devices while actively employed except during rest breaks or meal breaks. This section shall not apply to Primary/Assigned Job Stewards or Union representatives.

17.071 Employees shall not be permitted to use walkman radios, CD players, MP3 players or similar devices while actively employed except during rest breaks or meal breaks in safe remote locations.

17.08 If, after the date of this Agreement, the Union grants to any other Employer or Employer Association in a business with a similar scope of work as defined in Section 1.01 of this Agreement a more favorable term or condition of employment, the Employer shall, at its option, have the same become immediately effective for all work performed under this Agreement.

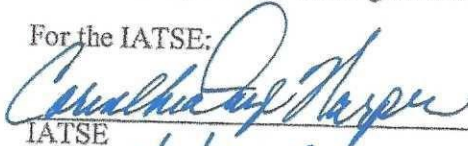
17.081 The Employer agrees that other Atlanta Unions performing comparable work shall be offered nothing more than the terms and conditions contained in this Agreement. In such event, such term or condition shall, upon written notification to the other party, become a term or condition of this Agreement.

Article 18: Term of the Agreement

18.01 The Agreement shall be effective from 1201 a.m. December 16, 2021 until the same time on December 15, 2024.

Unless written notice is given by either party to the other at least thirty (30) days prior to the date of termination of a desire to change therein or to terminate the same, this Agreement shall continue in effect for an additional year and from year to year thereafter. In the same manner, this Agreement, with any amendments thereof, shall remain in effect from year to year thereafter subject to termination or modification at the expiration of such contract year upon notice in writing given by either party to the other at least thirty (30) days prior to the expiration of such contract year. Wherefore, the parties, by their authorized agents below, hereby execute this Agreement.

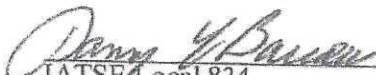
For the IATSE:


IATSE
Date: 1/5/2022

For the Employer:

Walter Bartlett
Date: 12/27/21

For IATSE Local 834:

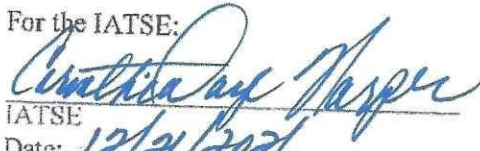

IATSE Local 834
Date: 12/21/2021

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For the IATSE:


IATSE

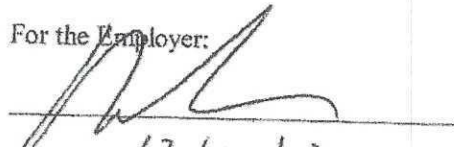
Date: 12/21/2021

For IATSE Local 834:


IATSE Local 834

Date: 12/21/2021

For the Employer:



Date: 12/21/21


Employer USA II, Inc

Article 18: Term of the Agreement


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For the IATSE:


IATSE
Date: 1/5/2022

For the Employer:


Date: 1-5-2022

For IATSE Local 834:


IATSE Local 834
Date: 12/21/2021

Article 18: Term of the Agreement

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For the IATSE:

Carolina J. Lopez
IATSE
Date: 1/5/2022

For the Employer:

Michael Cep FERN
Date: Dec 23, 2021

For IATSE Local 834:

Dennis Y. Barcan
IATSE/Local 834
Date: 12/21/2021

Article 18: Term of the Agreement

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For the IATSE:

Cynthia Jay Harper
IATSE
Date: 11/5/2023

For the Employer:

David J. [Signature] SHEPARD EXPOSITION SERVICES
Date: 12/29/21

For IATSE Local 834:

Danny Y. [Signature]
IATSE Local 834
Date: 12/21/2021

Article 18: Term of the Agreement

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For the IATSE:

Coritha Jay Harper
IATSE
Date: 1/5/2022

For the Employer:

Mark W. [Signature] UPA
Date: 12/21/2021

For IATSE Local 834:

Danny Y. [Signature]
IATSE Local 834
Date: 12/21/2021

Appendix A – Drug Testing

According to the “Drug-Free Workplace Act of 1988” and Employer policy, all employees are expected to be drug-free. Therefore, the use, possession, ingestion, trafficking, being under the influence of, or testing positive for drugs and alcohol (other than the properly reported and authorized use of prescribed medication) is prohibited at any job site and the surrounding premises.

Drugs are defined as Amphetamines, Barbiturates, Benzodiazepines, Cannabinoid (Marijuana), Cocaine, Methaqualone, Opiates, Morphine, Phencyclidine, “designer drugs”, and all other drugs and substances which affect the personal sense of the employees.

A. Drug Testing

Employees will be asked to submit urine, saliva and blood samples to determine the presence of alcohol or drugs for the following reasons:

Post Accident. Where there has been a reportable accident or injury, all persons involved with the accident will be tested for drugs and alcohol on the day of the accident or injury; or within 24 hours from the time it was reported to the employer; for example, if one employee drives over another employee’s foot with a forklift, both employees would be tested. This includes but is not limited to all vehicle accidents, all injuries that required treatment beyond simple first aid, and any other damage to property with an estimated value of \$500.00 or more.

Reasonable Suspicion. Any employee showing signs or symptoms of drug use or intoxication will be tested for drugs and alcohol.

Possession. Any employee found in possession of illicit drugs or alcohol will automatically be in violation of this policy. The employee may also be tested for drugs and alcohol under the “reasonable suspicion” category, but the violation still exists even if the test is negative. The logic for testing would be to determine whether the employee is using other drugs besides the one(s) found in his/her possession. This information would be helpful to overcome denial in the event that rehabilitation is pursued by the employee.

Following Rehabilitation. After an employee has completed a drug and/or alcohol treatment program, the Employer may conduct unannounced drug and/or alcohol tests for up to two years. This will be part of the employee’s Conditional Reinstatement Agreement.

Department of Transportation testing of drivers. Employee drivers will be tested according to federal and state drug testing requirements. Testing includes pre-employment, post-accident, reasonable cause, periodic, random, and follow-up to rehabilitation. Any employee found positive under this category will receive the federal or state mandated disqualification as well as the disciplinary action stated below.

All drug tests will be confirmed using GC/MS – the best testing available for urine confirmations.

Any employee tested under “reasonable suspicion” will be suspended until the test results are received. Employees tested under “post-accident” will be suspended unless there is absolutely no observable evidence that the employee could be under the influence of drugs and alcohol.

Except for employees being suspended for “possession”, employees who test negative will be reimbursed for scheduled hours of work missed due to the temporary suspension. All testing fees will be paid by the Employer.

B. Detection
Limits.

For alcohol, the Blood Alcohol Concentration (BAC) level used is .08% or above, or the State of Georgia's current prevailing limit.

Cutoff levels for the drug tests are established by Roche Laboratories, Lab Corp or Quest Diagnostics and are available upon request from the Employer. Levels are subject to change due to recommendation of the Department of Health and Human Services, the National Institute on Drug Abuse, or the Company designated laboratory, as advances in technology or other considerations warrant identification of these substances in other concentrations. NIDA guidelines are available upon request from the Employer. The Union will be notified of any changes as implemented.

C.
Discipline.

The following disciplinary actions will be imposed upon any employee who tests positive for any of the categories of testing listed in the "Drug Testing" section above.

First Offense. Suspension without pay for thirty (30) days. Employees shall not be considered for reinstatement until they have completed a rehabilitation program (paid by employee) which has been approved by the Employer. The program must be completed within the first six months following the date of notification following a positive result. The employee must also sign a Conditional Reinstatement Agreement.

Second Offense. Dismissal without any possibility of working for any Employer in the

future. D. Testing Refusal

In addition to these categories, employees who refuse to submit to drug and alcohol testing will be immediately terminated without any possibility of working for any Employer in the future