

CONVENTION SERVICES AGREEMENT

This AGREEMENT entered into as of April 1st, 2007 by and between Convention Services employers (the "Employers") hereinafter referred to as the Employer, and Sign, Display and Allied Crafts Local Union No. 510 (the "Union") affiliated with the IUPAT and District Council No. 36, hereinafter referred to as the Union.

WITNESSETH

For and in consideration of harmonious relations and the maintenance of settled conditions in the Exhibit, Display and Convention Industry; for the stabilizing of the standards thereof; for the peaceful adjustment of any disputes or grievances that may arise from time to time, and other mutually beneficial relations, the parties hereto have agreed individually and collectively.

ARTICLE 1. JURISDICTION.

A. Sign, Display and Allied Crafts Union No. 510 shall have sole jurisdiction over the following work done by Employers: (1) the construction, preparation, erection, and maintenance of all signs, lettering, pictorial work, screen process work, show card writing, commercial exhibits and advertising displays, including, but not limited to: graphics production (where and as currently performed), operation of CNC routing equipment and operation of production output controllers (e.g. computers); (2) pattern and sketch making, scale model making, the preparation of training aids and mockups, and the fabrication and application of plastic, scotchlite, and similar reflective materials; (3) the installation (floor-to-ceiling) and removal of all exhibits and related materials in connection with trade shows and conventions, including, but not limited to: (a) trade show and convention booth assembly and disassembly; (b) installation and removal of interior and exterior decorations, flags, drapes, and other display materials; (c) uncrating, assembly, installation, removal, disassembly, and re-crating of all commercial exhibits; installation and dismantling of furniture owned by the Employer, installation and removal of floor coverings, and special event displays; and (4) driving of trucks of a maximum capacity of one and one-half tons in the delivery and/or installation removal of the above work and warehouse work, including forklift operation where currently performed. All such work shall be done by workers governed by this Agreement, in conformity with past practice. Nothing in this Agreement shall be construed to restrict workers to duties within their classifications. Any worker within any of the classifications governed by this Agreement or by the Trade Show and Convention Decorator Agreement may perform any work within the jurisdiction conferred by this Agreement (e.g., shop persons may perform installation work and vice versa).

B. The jurisdiction of the Union shall cover the following California counties so long as the Union can provide sufficient qualified workers: Alameda, Alpine, Calaveras, Contra Costa, Fresno, Lake, Madera, Marin, Mariposa, Mendocino, Merced, Mono, Monterey, Napa, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus and Tuolumne.

C. In consideration of the grant of jurisdiction made by the Employers to the Union in this contract, the Union shall cooperate with the employers to avoid any encroachment by other labor organizations or crafts over the jurisdiction of the work described in Article I.

D. Any installation of exhibits or displays including any setup materials or uncrating "with the exception of exhibitor product as described herein below" which requires the use of hand tools, or more than one person or longer than 30 minutes (including crating or uncrating) to install, or exceeds ten feet in any direction, shall be performed by installers or builders governed by this Agreement or by the Trade Show and Convention Decorator Agreement. Installation of product that is used as an exhibit shall be considered as such. It is the intent when an exhibitor uses the product in its designed form and is not attached to or part of another item (i.e., pegboard, framework), then it will be permitted. The Employers further agree by entering this Agreement to be bound and abide by all terms and conditions for installers as agreed between the Union and the Trade Show and Convention Decorator Employers.

E. When a member leaves the geographic area governed by this agreement, he/she shall be covered by the terms and conditions set forth in this agreement. An out-of-area member of a Union with a reciprocal agreement shall work under the terms and conditions of this collective bargaining agreement while working in this area.

ARTICLE II. UNION SHOP MEMBERSHIP.

A. All employees in classifications governed by this Agreement who are members of the Union on the effective date of this Agreement shall be required as a condition of employment to maintain their membership in good standing in the Union during the term of this Agreement.

B. Employees in classifications governed by this Agreement who are not members of the Union on the effective date of this Agreement, and all new employees hired thereafter, shall be required as a condition of employment to become and remain members of the Union in good standing on or after the 30th day following the beginning of their employment or the effective date of the Agreement, whichever is later.

C. For the purposes of Article II, "members of the Union in good standing" means "persons who tender to the Union the periodic dues and administrative fees uniformly required as a condition of acquiring or maintaining membership".

D. Upon written notice from the Union that any employee has failed to acquire or maintain membership as above-described, the Employer agrees to discharge such employee, unless the Employer has reasonable ground for believing that such membership was not available to the employee of the same terms and conditions generally applicable to other members, or has reasonable grounds for believing membership was denied or terminated for reasons other than failure to maintain "good standing" as defined in the preceding paragraph.

ARTICLE III. HIRING.

A. The Employers recognize the Union as the sole and exclusive source of labor for the classifications covered by this Agreement and accept the exclusive hiring hall procedure as the Union's procedure for dispatching installers.

B. The Union shall be the exclusive source of labor for the classification of shop person unless the Union is unable to provide a shop person who is qualified to work for that Employer.

C. The Union agrees to furnish competent workers in good standing to the best of its ability and the membership of the Union will give loyal, unprejudiced support to the requirements of the Employer.

D. The Employers shall have the right to reject any worker dispatched by the Union if the worker is deemed by an employer, in its sole discretion, not to be in a fit condition to perform the work for which the worker was dispatched.

ARTICLE IV. STEWARD.

A. The steward shall be recognized as the representative of the Union whose duty shall be to see that the bargaining unit employees of the Union and the Employer observe the Agreement. Forepersons shall not be eligible to be steward. The Union will appoint a steward without regard to seniority and will post a notice of who is steward at the job site. Stewards will have access to timecards and assignments and advance notice of layoffs. All new hires shall meet with the steward for fifteen (15) minutes on the first day of work. Said steward shall receive and endeavor to adjust, at the first step, all grievances which may be submitted to him or her. A steward shall be selected at each shop from among the working members.

Stewards will promote contract compliance, and encourage harmonious relations between all workers, management and other participants at the job site. The stewards shall be permitted to devote a reasonable amount of time to these concerns. If the working steward leaves the job site and three or more members remain then the steward shall be entitled to appoint a successor from among the workers. Any issue involving the steward's job or responsibilities shall be taken directly to the Union.

The Employer shall not dismiss or otherwise discipline any steward for properly performing his or her duties, nor shall the Employer dismiss or otherwise discipline any employee for making a complaint to a steward or giving evidence with respect to an alleged violation of this Agreement.

In shops with three (3) or more employees there shall be a steward who shall be the 3rd to last laid off (for purpose of seniority).

The steward shall be notified of an accident on the job site. The Union shall be furnished a copy of the Employers accident report upon request, on any accident involving an employee covered by this Agreement.

ARTICLE V. MANAGEMENT PREROGATIVES.

The Employer shall have sole and exclusive jurisdiction of the management and operations of its business, including but not limited to; direction and size of the working force, types of equipment, establishment of production rates and standards, the extent to which the plant or any part thereof is operated or shut down, the right to maintain efficiency in all places of employment, the right to transfer (with the consent of the employee), hire promote demote discipline and discharge employees, subject to the specific provisions of this Agreement. It is agreed the foregoing rights shall not be deemed to exclude other preexisting rights of management not enumerated herein providing such preexisting rights do not conflict with any terms and conditions of this Agreement.

ARTICLE VI. DISCHARGE AND DISCRIMINATION AGAINST EMPLOYEES.

A. The Employer hereby agrees not to discharge or discriminate against any employee for engaging in lawful concerted activity which is not prohibited by this Agreement.

B. The parties signatory hereto agree that no employee will be discriminated against by reason of age, race, color, religion, sex, national origin, sexual orientation or military status, or membership or non-membership in a Union or any other Labor Organization, further, the parties shall be abide by all applicable Federal and State Laws including but not limited to the Family Medical Leave Act, membership or non-membership in the Union or any other labor organization. It shall not be a violation of this Agreement for any employee to refuse to work in connection with any display of any establishment of any

individual, firm or corporation when such individual, firm, or corporation is under lockout or is under strike recognized by the Teamsters, ILWU, AFL-CIO Labor Council and/or a Building and Construction Trades Council.

ARTICLE VII. SENIORITY.

A. Seniority shall be accrued on an Employer by Employer basis; seniority shall not be accrued on the basis of aggregate employment by Employers signatory to this Agreement. Only workers engaged in regular, full-time work for an Employer shall accrue seniority. The first seventy-five (75) days of service with an Employer will be a probationary period during which time an employee has no seniority standing; upon satisfactory completion of the probationary period, the employee will be entitled to seniority dating from the commencement of regular, full-time employment with the Employer.

B. The Employers shall not be required to recognize seniority in connection with employment decisions unless specifically required to do so by this contract.

C. A permanent employee will lose seniority in any of the following circumstances:

1. Discharge for cause;
2. Voluntary resignation;
3. Five consecutive working days of absence without notice, provided such notice due to circumstances beyond his or her control, then he or she shall not lose his or her seniority;
4. Layoff of thirty calendar days' duration (refer to Article IX).

ARTICLE VIII. DISMISSAL.

The Employer shall notify the Union of any termination for cause in writing within five (5) working days (Monday - Friday). Employers are at liberty to discharge for sufficient cause any employee governed by this Agreement. Sufficient cause shall include, but is not limited to, dishonesty, substance abuse, repeated violation of safety rules, and excessive absenteeism.

ARTICLE IX. PERMANENT SEPARATION.

A. An employee shall become a permanent employee after being engaged in the regular full time employment of one employer for a period of seventy-five (75) days within the prior six (6) months.

B. In selecting among permanent employees within the same classification for layoff in connection with a decrease in the work force or in the recall from layoff, where skill, efficiency, workmanship, and productivity are equal, seniority shall govern.

C. Upon permanent separation of employment, the employee shall be paid all accrued wages, vacation pay and any other accrued benefits due under the Agreement. The employee shall further receive severance allowance of one eight hour day for each year of regular full time employment from commencement of employment to date of permanent separation, up to a maximum of ten eight hour days, for any of the following reasons:

1. Permanent Layoff or discharge for other than just cause.*
2. Voluntary resignation.**
3. Termination of employment due to death, disability, illness or any reason beyond the control of the employee.
4. Retirement.

*Upon sixty consecutive calendar days of temporary layoff due to reduction-in-force such layoff shall be deemed a permanent layoff and severance allowance shall be paid unless the parties agree to extend the temporary layoff.

** Employees that voluntarily transfer from this Agreement to the Installers Agreement and continue to work as a regular employee for the same Employer shall not be entitled to severance allowance.

D. By mutual agreement of the Employer and the Union this article may be modified during the term of this Agreement.

ARTICLE X. GRIEVANCE PROCEDURE.

A. Any dispute that may arise as to the interpretation of this Agreement shall be brought to the attention of the other party of this Agreement. Any dispute must be taken up with the Employer within thirty (30) business days of the date the Union has knowledge thereof.

B. Any dispute as to the interpretation of this Agreement which cannot be adjusted amicably between the Union and the Employer within fourteen (14) days may be referred to a Board of Adjustment upon written request of either party. The Board shall consist of two (2) selected by the Union and two (2) selected by the Employer. The findings of this Board shall be binding upon both the Union and the Employer, provided that the Board shall not have authority to change, alter or modify any of terms or provisions of this Agreement. The decision of the Board shall be by a majority and shall be reached within seven (7) days from the date the controversy is presented for adjustment. This process may be waived by either party (Union or Employer) and shall proceed directly to

Step C. By mutual agreement of the Employer and the Union this section may be modified during the term of this Agreement.

C. In the event that any dispute submitted to this Board of Adjustment cannot be settled within the period of time provided for in Section B. above, the issue in dispute may be submitted for disposition to an impartial arbitrator. The party presenting the dispute shall request arbitration in writing not more than ten (10) days following a deadlock in Board of Adjustment, or the dispute will be considered to have been withdrawn and waived. If no response is made to the request for arbitration within fifteen (15) days, the allegations shall be deemed to have been submitted and proved. Such impartial arbitrator shall be selected by alternate striking from a panel of seven arbitrators to be obtained from the Federal Mediation and Conciliation Service; the Union and the Employer shall be entitled to strike one entire panel in connection with any grievance. The arbitrator shall have authority only to interpret the provisions of this Agreement, and shall not have authority to change, alter, add to, delete, amend or modify it. His/her decision on any matter submitted to him/her shall be final and binding on both parties to this Agreement.

ARTICLE XI. LABOR CONTROVERSY.

If members who are subject to this Agreement are withdrawn upon the order of the International Officers, or of a Labor Organization with which they are affiliated, because of a labor controversy upon the building or site in which members are, or about, to perform any display installation, it shall not be a violation of this Agreement.

ARTICLE XII. CLASSIFICATIONS.

A. Among shop persons there shall be two separate journeyperson classifications: (1) display (2) graphics production; A worker shall be recognized and treated as a journeyperson in one of these classifications if he or she is capable of performing more than half of the tasks outlined below in connection with the classification in question without any direction or advice from a more skilled or experienced worker.

The tasks identified in (1) and (2) below in this Section A, are representative of those types of tasks that an employee might perform at the discretion of and assignment by the Employer. This provision and identification of tasks does not confer jurisdiction to the Union of such tasks. Jurisdiction of the work is defined solely by the provisions of Article I of this Agreement and as implemented and practiced at each individual Employer signatory to this Agreement.

1. Display: Building, crating, finishing, painting, inventorying, material handling, warehousing where currently performed, and installing exhibits or displays; pattern, sketch making, scale model making, preparation of training aids and mockups; fabrication and application of plastics, vinyl

and similar materials; CNC routing, equipment operation and processing.

2. Graphics Production: Graphic creation, alteration and processing by any means; physical layout, hand lettering, weeding, direct application of vinyl decals and similar materials including operation of Gerber, digital printers, computers for all signs, computer assisted design and layout of graphics; digitization of logos, manipulation of digital files for output; design of show graphics presentation and collateral materials, photographic equipment, banners, posters show cards and other graphic production; operation of the principle pieces of equipment used in connection with silk screen process and mixing colors.

B. Trainees 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.

C. Shop Helpers work shall include assisting the journeyperson display and graphics production person and the handling of display including shipping and warehousing (where and as currently performed). Shop Helpers will not be used as Leadpersons.

D. Any display work that is done under the terms of this collective bargaining Agreement shall be in charge of a display journeyperson.

E. Also add from show half of Agreement Article X, Classifications, A 1, a,b,c,d, to this Article regarding proficiency.

ARTICLE XIII. WAGES SHOP PERSONS.

A. The minimum hourly wage rates for the employees in classifications governed by this Agreement shall be as follows: The following rates for each hour worked, paid or owed

	4/1/07	4/1/08	4/1/09
1. Journeyperson (Builder)	35.01	37.01	39.51
Time and One-Half	52.52	55.52	59.27
Double Time	70.02	74.02	79.02
Foreperson + 11%	38.86	41.08	43.86
Time and One-Half	58.29	61.62	65.79
Double Time	77.72	82.16	87.72
Leadperson + 10%	38.51	40.71	43.46
Time and One-Half	57.77	61.07	65.19
Double Time	77.02	81.42	86.92
Shop Helper-1st year			
75%	26.26	27.76	29.63
Shop Helper-2nd year			
80%	28.01	29.61	31.61
Master Craftsman + 4%	36.41	38.49	41.09
2. Journeyperson Trainee			
1 st year 55%	19.26	20.36	21.73
2 nd year 65%	22.76	24.06	25.68
3 rd year 75%	26.26	27.76	29.63
4 th year 85%	29.76	31.46	33.58

Trainees progression to Journeyperson is contingent on skill, ability, and productivity (only last advance, 85% to 100%). A minimum of 1500 hours must be worked at each level before progression to the next level.

3. Carpet Cleaners;

Base rate - Straight Time	22.52	23.92	25.67
Overtime Rate	33.78	35.88	38.51
Double Time Rate	45.04	47.84	51.34

\$.05 for promotional fund plus 2% administrative dues to be deducted from check for each hour paid or owed for all employees covered by this agreement.

B. INSTALLERS: Installer wages and conditions shall be governed as per Article I, Paragraph D.

C. MINIMUM TIME: A minimum of four (4) hours' pay at the rate in effect at the time an employee reports to work shall be paid as a mini-call (i.e., if a person reports to work at 4:00 p.m., Monday and works two (2) hours, he or she would receive one (1) hour straight time and three (3) hours at time and one-half). No employee may report to work who is not capable or willing to work four (4) hours.

D. HIGH TIME: Ten percent (10%) additional shall be paid for work performed over two (2) stories or thirty (30) feet, whichever is higher, or for work performed on any mechanical lift device, such as cherry picker, or scissor lift four (4) hours minimum.

E. FOREPERSON: There shall be one (1) foreperson in each shop which employs builders, helpers, or trainees. Said foreperson shall receive an eleven percent (11%) premium. In the event a foreperson must leave the job site for four (4) or more hours, he/she shall be replaced by a leadperson selected by management. Each Employer signatory to this Agreement shall have a Foreperson who shall be a member of the Union. The Foreperson shall be the first person hired and the last person laid off. The Employer retains the right to designate and demote the Foreperson. No person may be a foreperson for more than one company (simultaneously).

LEADPERSON: There shall be one (1) Leadperson whenever an employee is coordinating the work flow for a group of six (6) or more journeypersons, helpers or trainees. The Leadperson shall not lay off other employees. Said Leadperson shall receive a ten percent (10%) premium. The Employer retains the right to designate and demote the Leadperson, who shall be a journeyperson.

F. All pictorial, scenic artist work, faux painting, and similar decorating work, etc. shall be paid at a five percent (5%) premium of Journeyworker Builder. Clearance, if needed, shall be through the Union office and shop steward.

G. The level of wages and benefit contributions (excluding administrative dues which may be reduced with 30 days notice to the employer) identified in this Agreement will remain as identified for the life of this Agreement.

H. PAYDAY. Employees shall be paid on a weekly basis on the same day each week. Payday may change with two (2) weeks notice to the Union. If an employee is not paid his wages within three (3) days of the regular pay day, then in addition to all other available legal remedies, the employee shall receive from the Employer \$25 per day for each day until all wages are paid, up to a maximum of \$150. It shall not be a violation of this Agreement for any employee to refuse to work for any Employer who has not paid all wages due within three (3) days of the regular pay day.

During the term of this Agreement each Employer shall make available to eligible employees covered by this Agreement, the option to directly deposit their paychecks into their designated account in a participating financial institution in accordance with the terms of the Employer's direct deposit option. Each employee shall be responsible for properly completing the enrollment form supplied by the Employer, with required attachments thereto, and presenting such form to the Employer during the enrollment period. In the event the direct deposit option is selected it is understood that funds may not be available to the employee until the business day following the designated payday.

In the event an employee closes a bank account without required notice to the Employer a manual paycheck will be issued on the next payday after notice of deposit rejection from the financial institution.

When a paycheck or direct deposit receipt sent to the employees last known address is returned to the Employer unclaimed, such item shall be submitted to the Union for disposition.

I. Each Employer shall pay five cents (\$.05) per hour for each hour paid or owed to a Promotion Fund for Local 510.

J. Each Employer shall post a \$25,000 Surety Bond to be initially eligible to sign this Agreement. Employers Signatory prior to 4/1/04 may drop their bond, with the approval of the Trust Fund Trustees, if there is no more than one (1) delinquency per year during a three (3) consecutive year period, and must be reinstated if three (3) delinquencies occur within a one (1) year period thereafter. Surety Bonds of Employers who initially become Signatory on or after 4/1/04 shall remain in effect and may not be dropped as in above language.

ARTICLE XIV. TRAVEL EXPENSE.

A. Employees on road trips outside the jurisdictional area of this Agreement shall be reimbursed for reasonable expenses incurred from the date of departure until their return to home base. Such expenses shall be reimbursed in accordance with Employer policy for all employees of that Employer, provided however, meal expense will be reimbursed at a minimum of IRS allowance per day and personal automobile mileage expense allowed shall be the IRS allowance.

It shall be the responsibility of the Employees to keep travel expenses reasonable. The Employer may demand receipts for travel expenses.

B. Employees required to report to locations other than home base will be paid travel time for the time it takes to go back and forth from the shop to the other location.

C. A premium shall be paid to Shop Persons who report to work at a location other than their shop; of Eight dollars (\$8.00).

D. When the job site is more than twenty-five (25) miles from Employer's place of business, the Employer shall either supply safe and adequate transportation or shall reimburse the employee for travel expenses at the IRS allowance per mile plus all parking costs.

E. Parking expenses at the second and subsequent job sites on one day, shall be reimbursed.

F. Traveling time (in accordance with past practice) shall be considered working time at the rate specified in this Agreement. All employees shall receive the Foreperson premium for all Travel time hours' worked on road trips while acting as Foreperson (Leadperson or Supervisor). All travel time in transit will be at the straight time rate when company vehicles are not used.

G. Employees required to work outside the jurisdiction of the Agreement will be covered by all terms and conditions of this Agreement.

ARTICLE XV. VACATIONS.

A. After cumulative shop time worked in the Industry under the jurisdiction of the Union as outlined in Article I of the first half of this agreement (Convention Services) and verified by pension credits of a minimum of 500 hours per year. If one consecutive year has been worked at the same firm, the following shall apply: Two (2) weeks vacation with pay.

B. Five years' cumulative time, and each year thereafter, shall receive three (3) weeks vacation pay.

C. Twelve years' cumulative time, four (4) weeks' vacation with pay.

D. Should any employee through a sickness, unemployment, termination or resignation, be unable to work the required number of months or time prescribed, he or she shall be granted pro rata vacation pay to be computed by multiplying the fraction of the qualifying year which the employee worked times his or her straight rate of pay for number of weeks to which the employee would have been entitled had he or she completed the entire qualifying year.

E. Vacation time shall be computed from the date of employment to establish a yearly or pro rata basis. Vacation time shall be computed from cumulative time as in (A). The administrator of the Pension Plan shall verify past years.

F. Vacations are not cumulative but must be taken each year, except up to five (5) days vacation may be accumulated for one year's time to be used the year following the year earned, requires three (3) months written notice and management approval.

ARTICLE XVI. HOLIDAYS.

A. The following shall be recognized as paid holidays, although not worked, and shall be paid at the eight (8) hour straight time rate of pay.
New Years Day - Presidents' Day – Memorial Day –
Fourth of July - Labor Day - Thanksgiving Day -
Christmas Day - Dr. Martin Luther King Day -
Cesar Chavez Day.

B. If a holiday falls on Saturday the preceding Friday will be considered the holiday. If the holiday falls on Sunday the Monday following will be considered the holiday.

C. If any of the above holidays are worked, the employee shall receive double time plus holiday pay.

D. Paid holidays that occur during the vacation period of an employee shall be paid for in addition to vacation pay.

E. Shop persons laid off within fifteen (15) working days before a paid holiday shall be paid for said holiday.

F. Employees must have worked at least 75 days within the preceding 6 months to be eligible for Holiday pay for that particular Employer.

ARTICLE XVII. HOURS AND OVERTIME.

A. Eight hours shall constitute a day's work, Monday to Friday inclusive. Starting times may be scheduled between the hours of 6:00 a.m. and 8:00 a.m. (or 8:00 a.m. to 10:00 a.m. with the mutual agreement of the Union). A one hour meal period shall commence after four hours of work on a shift. The meal period may be shortened to 1/2 hour on a given day, or on a regular basis, if a majority of workers at the site agree.

Subject to the mutual agreement of the Union the Employer may schedule and implement a second shift in a shop or department under the following terms and conditions:

1. The second shift shall not commence before 10:00 a.m. or after 5:00 p.m.
2. The work shall consist of seven straight time hours of work for which eight hours of wages and benefits will be paid.
3. When a second shift is implemented, current employees maintaining seniority status shall be offered the opportunity, subject to operational requirements, to volunteer for shift work prior to assigning new hire employees to such work. Seniority status will not be affected by shift assignment.

B. Forty (40) hours shall constitute a work week for all employees, and said forty (40) hour week shall consist of five (5) eight (8) hour days, Monday through Friday inclusive.

C. Overtime shall be rotated on a reasonable basis. Employees must work a reasonable amount of overtime if requested to do so and the working of such overtime does not cause an undue hardship for the employee.

D. All employees required to work overtime on a week day shall receive four (4) hours' notice. All employees required to work on Saturday, Sunday or a holiday, shall receive one (1) days' notice to the best of the Employer's ability, emergencies excepted.

E. All work performed in excess of eight hours on any shift starting between 6:00 a.m. and 10:00 a.m. or, seven hours on any second shift starting

after 10:00 a.m. and by 5:00 p.m., shall be paid at time and one half for the first four hours and double time for all work performed thereafter. All overtime work performed between 5:00 a.m. and 6:00 a.m. shall be paid at the time and one half rate. Any Continuing shift starting prior to 5:00 a.m. shall continue past 5:00 a.m. at the time and one half rate for up to twelve hours. After twelve hours of work is completed any additional hours worked shall be at the double time rate. Except when working the first eight hours of a shift (seven hours on the second shift) in accordance with the above, an employee shall receive time and one half for hours worked between 5:00 p.m. and 10:00 p.m. and double for time for hours worked between 10:00 p.m. and 5:00 a.m.

F. When a worker leaves a double time shift, he or she must have an eight (8) hour break between shifts or return to work at the double time rate of pay when working for the same Employer.

G. The first four hours worked Saturday morning between the hours of five o'clock (5:00) a.m. and twelve o'clock (12:00) noon shall be paid at the rate of time and one-half, unless on a continuing double time shift having worked twelve (12) hours. Thereafter, Saturday until Monday at five (5:00) a.m., the rate of pay shall be double time.

H. No shift shall be required to work in an overtime period for over four (4) hours without a "food break" of at least one-half (1/2) hour. A fifteen (15) minute "coffee break" shall be taken approximately half-way through each four (4) hour work period throughout the twenty-four (24) hour day.

I. When employees are requested to take a meal break of more than one (1) hour's duration, then a four (4) hour minimum shall be effective upon resumption work.

J. Builders employed at an Employer's show site as Installers, when such Employer is signatory to the Installers Agreement, shall be subject to Article XIV, Hours and Overtime of such Agreement while in such capacity. The procedure for registration as an Installer is in the employment office procedures at the back of this contract, Sec. D. 6.

ARTICLE XVIII. MEDICAL PROGRAM.

A. The medical program is composed of a Medical, Vision, Prescription, Dental, and Life Insurance 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 covered by this Agreement effective May 1, 2007 \$6.70, effective May 1, 2008 \$7.20, May 1, 2009 \$8.20. The Union may defer wages to the Medical plan during the term of this Agreement.

B. Payments are due and payable into the Medical Program between the first and fifteenth day of each month, provided that the Employers receive the necessary forms and data by the first of the month.

C. Said Medical Program shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto.

D. Each Employer signatory to this Agreement agrees to be bound by all of the terms and conditions of said Trust Agreement and any amendments thereto now in force or hereafter adopted.

ARTICLE XIX. PENSION PROGRAM.

A. Each Employer signatory to this Agreement shall pay into the Sign, Pictorial and Display Pension Program for each hour paid or owed for employees covered by this Agreement, \$3.50. The Union may defer wages to the Pension plan during the term of this Agreement.

B. Payments are due and payable into the Pension Program between the first and fifteenth day of each month, provided that the Employers receive the necessary forms and data by the first of the month.

C. The Sign, Pictorial and Display Pension Program shall be administered in accordance with the provisions of the Trust Agreement adopted by the parties hereto and by any amendments thereto, and each Employer signatory to this Agreement agrees to be bound by all of the terms and conditions of said Trust Agreement and any amendments thereto now in force or hereafter adopted.

ARTICLE XX. PAYMENT OF FRINGE BENEFITS.

A.DUE DATES. Each Employer shall submit to the Trust Fund Administration Office payment contributions along with a monthly fringe benefit remittance form, showing the hours worked by its employees during the preceding month or stating that it had no employees. Each Employer shall simultaneously submit a copy of its monthly fringe benefit remittance form to the Union. In order to be timely, fringe benefit contributions must be received by the Administration Office on or before the fifteenth (15th) day of the month following the month when the work was performed by employees of Employers whose principal place of business is located within the State of California and on or before the twentieth (20th) day of the month following the month when the work was performed by employees of Employers whose principal place of business is located outside the State of California.

B. DELINQUENT PAYMENTS. In respect to all fringe benefit payments, time is of the essence. The parties hereto recognize and acknowledge that the regular and prompt payment of fringe benefit contributions by each Employer to the Trust Funds is essential to the maintenance in effect of the various Funds and Plans involved, and that it would be extremely difficult, if not impossible, to fix the actual expense and damage to the parties hereto and to the Funds and Plans which would result from the failure of an Employer to make the monthly payments in full within the time provided. Therefore, it is agreed that the amount of damage to each said Fund and to the parties hereto resulting from any such failure shall be, by way of liquidated damages and not as a penalty, the greater of \$200 or ten percent (10%) of the amount due and unpaid, or as otherwise determined by the Trust Funds. Such liquidated damages shall become due and payable to the Trust Funds on the day immediately following the day on which the Employer become delinquent. In addition, all delinquent contributions and liquidated damages shall bear interest at the rate of ten percent (10%) per annum, from the date each was due, until paid. If any Employer defaults in the payment of any contributions due to the Trust Funds, then in addition to the fringe benefit contributions, liquidated damages and interest provided herein, said Employer shall pay all reasonable collection expenses incurred by the Trust Funds, including but not limited to arbitration fees, costs of fees of collection agents, auditing fees, accountants' fees, costs of attachment bonds, all legal expenses and costs, attorneys' fees, court costs, and reasonable compensation for employees or agents of the Trust Funds incurred in connection therewith.

C. EMPLOYER RESPONSIBILITY. In addition to all other remedies, if an Employer is delinquent in the payment of fringe benefit contributions and, consequently, an employee is denied benefits, said Employer shall pay for the health benefits which would have been provided for its employees but for said delinquency.

D. WITHDRAWAL OF EMPLOYEES. It shall not be a violation of this Agreement for the Union, after receiving notice from the Administration Office that an Employer is delinquent in the payment of fringe benefit contributions, to withdraw employees working under this Agreement from the job or jobs of said delinquent employer or to refuse to furnish employees to said delinquent Employer until full payment has been made. Before withdrawing employees pursuant to this paragraph, the Union must give said Employer seventy-two (72) hours notice by certified mail. Each employee so withdrawn shall continue to receive from said delinquent Employer full wages and fringe benefits up to a maximum of three (3) days, in addition to all wages and fringe benefits due for time actually worked prior to the withdrawal from the job. 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.

E. RIGHT TO AUDIT. Upon notice in writing from the Trust Funds or an authorized agent thereof, each Employer shall permit any accountant appointed by the Trust Funds to enter upon its premises during business hours, at all reasonable times, and to examine and copy such books, records, and documents of such Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by this Agreement.

F. DOCUMENTS FOR AUDIT. The Employer understands that the purpose of the audit is to determine how much money, if any, is owed under the terms of this Agreement. The Employer further understands that the purpose of the audit would be defeated if it were able to limit the audit in any way, including limiting the audit to the employees whom the Employer defines as covered employees. Therefore, the Employer shall not limit the scope of the audit in any fashion, but must make available to the Trust Funds, upon request, all of the following books and records maintained by the Employer. The parties agree that the following documents are necessary for the completion of an audit pursuant to this Agreement: the Employer's quarterly tax returns to the state and federal government including California Forms DE-6 and IRS Forms 941; payroll journals, individual earnings records and time cards for all employees; general check registers; reports of employee hours to all trade unions and to all employee benefit plans; and workers compensation insurance reports for all employees. Upon the accountant's certification that further documents are necessary to complete an audit, the Employer shall be required to produce any of the following documents as specified by the accountant and approved by the Trust Funds: general ledgers; bank statements; canceled checks; IRS Forms W-2, W-4, 1096 and 1099; cash receipts journals; financial statements; invoices; contracts; federal and state income tax returns; and any other records which the accountant deems necessary or relevant to complete the audit.

G. COST OF AUDIT. The entire cost of the audit shall be borne by the Employer if the audit reveals that the Employer paid fringe benefit contributions which were less than the amount due, by at least ten percent (10%) of all contributions due for the period covered by the audit. Any Employer who cancels an audit without at least two (2) working days notice, or who fails to provide the required documents, shall be liable for the costs caused by that delay or that failure whether or not the audit reveals any contributions due. If an employer refuses the accountant entry for purposes of an audit, the Trust Funds may take legal action to compel entry, without regard to any grievance or arbitration procedure in this Agreement; and the Employer shall pay all reasonable costs and legal fees incurred by the Trust Funds in compelling or obtaining such an audit. In the event that an audit is performed outside the State of California, the Employer shall pay all costs incurred by the Trust Fund's accountant for transportation, meals and lodging in connection with the audit.

H. TERMINATION NOTICE. In addition to giving written notice of termination or modification as set out in Article XXX herein, an Employer desiring to terminate the Collective Bargaining Agreement shall also give notice of termination to the Fringe Benefit Trust Fund Administrator, at least sixty (60) days prior to the last effective date set out in this Agreement, or the last day of January of any succeeding year, (60 days notice) of the desire to terminate or modify this Agreement in order that the Fringe Benefit Trust Funds may have knowledge of such notice of the Employer.

I. ACKNOWLEDGEMENT OF RECEIPT. The parties hereby acknowledge that the Employer has received copies of, and agrees to be bound, by all Declarations of Trust, as amended, establishing each of the several Fringe Benefit Trust Funds set out in this Agreement.

ARTICLE XXI. SICK LEAVE/BEREAVEMENT/JURY DUTY

A. Permanent employees will be eligible after one (1) years employment with the same employer for five days sick leave/personal time per year. All sick leave/personal time must be used in the year eligible, it may not be carried over. Employees must schedule the use of sick leave/personal time as far in advance as possible.

B. Three (3) days leave of absence for death in the immediate family, without loss of pay, will be granted all permanent employees. The immediate family shall consist of spouse, parents and children.

C. JURY DUTY - Permanent employees who have worked seventy-five (75) days or more for the same Employer shall receive their straight-time pay while performing jury duty. Any monies paid by the Courts to an employee are to be retained by the employee. It is understood that an employee is to report to work for any part of his/her straight-time work day when he/she is not actually required to be present for said jury duty. It is further understood that the combined time spent on jury duty and in work for the Employer in any one day shall not exceed eight (8) hours (Excluding overtime). Employees on layoff are not eligible for Jury Duty. Proof/verification shall be required of the Employee.

ARTICLE XXII. RATIO OF TRAINEES AND HELPERS TO JOURNEYPERSONS.

Up to 2 journeypersons - 1 trainee or helper
3 to 5 journeypersons - 1 trainees and 1 helper, or 2 trainee

Thereafter, for each two (2) additional journeypersons employed, one (1) more trainee or helper.

No shop shall be allowed to employ any trainee or helper which does not employ at least one journeyperson.

At trade show, convention, or other event sites, the ratio of first-year trainees or first-year helpers to journeypersons shall not exceed one (1) first-year trainee or one (1) first-year helper to one (1) journeyperson. Employers are not required to assign any first-year trainees or first-year helpers to such event sites; there shall be no ratio restriction at event sites as to trainees or helpers with more than one (1) year's experience.

ARTICLE XXIII. JOINT ACTION TRAINING COMMITTEE.

A. The Employer agrees to contribute forty-one cents (41¢) 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.

1. All newly hired trainees and helpers shall be required to complete the Training Program established by the JATC within the first year of employment.

2. The JATC shall maintain a current list of an adequate number of trained and accredited riggers. Such list shall be distributed to the designated operations manager of each Employer. The Employer shall only use JATC trained and accredited riggers when performing a rigging function with employees covered by this Agreement.

3. Any dispute the Trustees are unable to resolve will be submitted to an independent arbitrator for final and binding arbitration. The arbitrator will be selected by the Safety Committee trustees and the costs of the arbitration will be paid by the JATC fund. The Fund will not pay any attorney fees, and attorneys will not be employed to argue the dispute.

B. The JATC and the Health & Safety Committee shall consist of Four Employer appointed Trustees, who each shall maintain an employment relationship with an Employer signatory to this two part Agreement; and four Union appointed Trustees, three of whom shall be Business Representatives of Local 510 and one of whom, shall be a rank and file member of Local 510.

1. Each Employer shall verify with the steward that all new hires are capable of safely operating all power tools and are familiar with all safety regulations.

2. The Committee shall hold regular meetings quarterly and may meet in executive session as they deem necessary;

3. Prepares and makes available to the affected employees, written records of the safety and health issues discussed at the committee meetings and, maintained for review by CAL OSHA upon request;

4. Reviews results of the periodic, scheduled worksite inspections;
 5. Reviews investigations of occupational accidents and causes of incidents resulting in occupational injury, occupational illness, or exposure to hazardous substances and, where appropriate, submits suggestions to management for the prevention of future incidents;
 6. Reviews investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, the committee may conduct its own inspection and investigation to assist in remedial solutions;
 7. Submits recommendations to assist in the evaluation of employee safety suggestions.
 8. Upon request from CAL OSHA, verifies abatement action taken by the employer to abate citations issued by CAL OSHA.
 9. Disputes will be settled through the Grievance Procedure, Article VIII. The Employer will be responsible for implementing and enforcing safety rules.
 10. Health and Safety policies will be established by this Committee for the Industry.
- C. During the term of this Agreement the JATC will coordinate with DC 36 to establish a Certified Journeyman Program to be implemented no later than during the term of the successor Agreement. Any changes in wage rates for the certified journeymen classification are to be determined by negotiation between the parties, either by addendum to this Agreement or included in the successor Agreement.
- D. In the event either party is not satisfied with a decision of the JATC, the matter may be appealed through the Grievance and Arbitration Procedure.
- E. At the discretion of the JATC Trustees a portion of hourly contributions may be diverted to the IUPAT Labor Management Fund and/or the National Apprentice Fund.
- F. The Drug-Free Workplace Policy set forth in Appendix A is incorporated by reference herein.

ARTICLE XXIV. DRESS AND HYGIENE STANDARDS

The Employer and the Union recognize the necessity of maintaining a dress code and minimal personal hygiene standards for the purpose of safety, insurance and customer service. In furtherance of this goal, the Employer and the Union agree to the following:

1. All employees are required to wear closed-toed work shoes, leather shoes or tennis shoes while on duty. Sandals and clogs are prohibited.
2. All clothing at the start of the shift should be clean. All employees must wear shirts or T-Shirts with hemmed collars, bottoms and sleeves. All tank tops, open midriff tops and/or shirts with lewd or pornographic content or vulgar expletives are prohibited. Shirts with the name or logos of another Employer, other than the Employer for whom they are working on that day, are prohibited.
3. Safety equipment must be used or worn by the employee.
4. Personal hygiene must be maintained.
5. There shall be no smoking in prohibited areas.
6. Employees who do not comply with the above provisions are subject to discipline. Employees who are sent home under this provision shall not be entitled to minimum pay but will be entitled to pay for the hours actually worked.

ARTICLE XXV. TOOL & EQUIPMENT MAINTENANCE.

All power tools and equipment shall be properly maintained and all saws sharpened by the Employer. Also, all employee owned handsaws, files, and drill bits used in the shop shall be sharpened by the Employer.

The Employer is also responsible for the replacement of all batteries used in cordless drills, (i.e., Makita) when expended during shop use.

The employer shall supply sufficient power tools for the employees.

ARTICLE XXVI. VISITS TO ESTABLISHMENTS.

It is agreed by the parties hereto, that for the purpose of carrying out and enforcing the terms of this Agreement, the Business Representatives of the Union, or a properly accredited representative of the International Brotherhood or Local Union, shall have the right of visiting and entering the establishment of the Employer to interview workers. The Union representative shall enter the Employer's premises by the front door and shall notify the owner or manager (or if neither is available some other non-bargaining unit employee) prior to proceeding to the work area.

ARTICLE XXVII. CHANGE OF OWNERSHIP.

- A. This Agreement, and any supplements or amendments thereto, hereinafter referred to collectively as "Agreement" shall be binding upon the parties hereto, their successors, administrators, executors, and assigns.
- B. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union, and to the employees covered for the terms of this Agreement for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this Agreement. The word "damages" in this paragraph means any loss of wages or fringes sustained by an employee or the Union due to the Employer's failure to abide by the provisions of this paragraph.

ARTICLE XXVIII. CONTRACT ENFORCEMENT.

- A. The Union agrees to immediately take all steps to enforce the terms and conditions of this Agreement upon all shops and/or Employers engaged in any of the classifications of work covered by this Agreement.
- B. The Union further agrees to immediately take all steps to prevent the installation of displays and/or exhibits in any shows or conventions located within the jurisdiction of the Union, by other than employees of the Employers signatory to this Agreement.
- C. There shall be no strike or lockout during the term of this Agreement.

ARTICLE XXIX. LABELS.

The label of Local Union No 510 shall be placed on each finished piece of display work in such a position as may be mutually agreed upon by the Employer and the Union.

ARTICLE XXX. NOTIFICATIONS.

- A. Each Employer signatory to this Agreement agrees to notify the Union of any new hires the next business day.
- B. The Union agrees and it shall, upon the execution of this Agreement, notify its members of the provisions thereof, and shall thereafter discipline any of its members found guilty of the violation of the goodwill and cooperation of this collective bargaining agreement.
- C. Each Employer signatory to this Agreement shall notify the Union of

all bookings or scheduling of shows thirty (30) days prior to said show. All shows with one thousand (1000) or more booths shall have a pre-job conference. When a thirty (30) day notice is not possible the Employer, in any event, shall notify the Union of all shows in Local 510 jurisdiction.

D. The Employer will notify the Union Designated representative in writing of any changes in an employee's status.

ARTICLE XXXI. SAN FRANCISCO SICK LEAVE ORDINANCE

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

ARTICLE XXXII. TERMINATION OF CONTRACT

A. This understanding shall be the basis of the working agreement between the two principals above mentioned for a period beginning April 1st, 2007 to March 31st, 2010, and shall continue in full force and effect from year to year, except as hereinafter specified, unless terminated, amended, rewritten or cancelled by either party serving notice in writing sixty (60) days previous to the expiration day, at which time the principals hereto shall notify each other, of any changes requested.

B. In the event that negotiations extend beyond the date of expiration of this Agreement, the terms of the present agreement shall remain in effect until a new agreement is signed and any alterations in wages, hours and working conditions shall be retroactive to the date of expiration.

ARTICLE XXXIII. SEPARABILITY CLAUSE.

In the event that any of the provisions of this Agreement shall be said to be in violation of any state or federal law or regulation, such determination shall not in any way affect the remaining provisions of this Agreement.

FOR THE UNION

SIGN, DISPLAY AND ALLIED CRAFTS LOCAL UNION NO. 510

SIGNATURE: _____ DATED: April 1, 2007
Michael E. Hardeman

FOR THE EMPLOYER

COMPANY: _____

SIGNATURE: _____ DATED: _____

Print Name: _____

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