

# **PACIFIC NORTHWEST MASTER TRADE SHOW AGREEMENT**

*between*



**The Pacific Northwest  
Regional Council of  
Carpenters**

*and the*

**Trade Show  
Contractors**

*June 1, 2019 - May 31, 2022*

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# TRADE SHOW AGREEMENT

## PACIFIC NORTHWEST REGIONAL COUNCIL OF CARPENTERS

The following Tradeshow Agreement between \_\_\_\_\_, its successors and assigns, hereinafter referred to as "Employer" and the Pacific Northwest Regional Council of Carpenters and its affiliated Local Unions, hereinafter referred to as "the Union," is limited to work recognized as Carpenters' work on shows within the jurisdictional geographical area of said work including but not limited to, the convention show or exhibit job sites within the States of Washington, Oregon, Idaho, Montana and Wyoming.

### ARTICLE 1 RECOGNITION

The Employer, having received a demand for recognition by the Union and having been presented and accepting proof that the Union represents a majority of its employees, acknowledges and affirms that the Union is the sole and exclusive bargaining representative of its employees covered by the labor agreement under Section 9(a) of the National Labor Relations Act, as amended and agrees not to make any claim questioning or challenging the representative status of the Union.

## ARTICLE 2 HIRING

(a) The Employer has the right to 100% call by name. All employees called by name may be contacted and scheduled by the Employer and shall be included in the Union dispatch under paragraph (c) below. The Employer shall notify the Union of the work schedule for such employees on a daily or applicable regular basis. Any show-site that requires more than six (6) employees, the seventh (7th) employee may be selected by the Union for dispatch as Steward. If a trained Steward is not available the seventh (7th) selection reverts to a call by name to the Employer. Any additional employees shall be dispatched to the Employer from the non-discriminatory list maintained by the Union. All employees on a call may be required to accept and complete any job assignment or change in job assignment as determined by the Employer (exclusive of Addendum "B").

(b) The Employer's remaining labor call shall be filled from a non-discriminatory list maintained by the Union. The Employer may request their preference to Union dispatch on how their remaining call shall be filled provided that it is in a non-discriminatory fashion. When dispatched for Trade Show work is received the call shall be filled as follows:

- i. Trade Show Qualified Journeyman
- ii. Trade Show Journeyman
- iii. Trade Show Specialist

iv. UBC members on the Trade Show industry Out of Work list

v. Any UBC members on the Out of Work List with the consent of both parties.

(c) When the Employer notifies the union of a call (or amends the call) ten (10) or more business (Monday through Friday) days in advance, the Union must notify the Employer of its ability or inability to fill the call seven (7) days in advance. Similarly, when the Employer notifies the union of a call (or amends the call) seventy-two (72) hours or more in advance, the Union must notify the Employer of its ability or inability to:

(d) fill the call, forty-eight (48) hours in advance.

The Union will have failed to fill a call if:

- i. The Union dispatch fails to provide the number of UBC members sought;
- ii. The Union dispatches members who are not qualified or certified as sought/required;
  - a. Certified includes forklift, rigging, and overhead certification;
  - b. Qualification includes the capacity to follow instructions, and the capacity to read and comprehend written work orders, bills of lading, freight manifests, etc.;

c. For the purposes of I&D work performed for an I&D house or a General Contractor, qualified also means having enough people with I&D experience as required by the I&D House.

If the Union is unable to fill a call, the Employer may utilize individuals to work within the jurisdiction of the Union such that:

- i. The employees from any other source or the Exhibitors themselves may perform work within the Union's jurisdiction without dispute or grievance, and without the wage and economic conditions provision contained in Art. 15; and
- ii. The Employer may utilize those individuals or the Exhibitors themselves to work within the jurisdiction of the Union without dispute or grievance, and without the wage and economic conditions provision contained in Art. 15; and they may be retained for any particular booth or project even while bargaining unit members are dismissed if they are needed for continuity of work or have travelled from outside of the city where the work is being performed.

If the Employer chooses to cancel or reduce a labor call, for other than operational reasons, with less than 48 hours' notice (unless such cancellation is beyond the Employer's control), the scheduled employees shall be paid two hours show-up pay. The Employer shall retain the right to hire or reject any person dispatched.



(e) To qualify for dispatch from the Out-of-Work list a person must have all of the required tools.

(f) When an employee fails to report to work as scheduled or fails to report absence at least one (1) hour prior to the scheduled report time, except for reasons beyond the control of the employee, such employee shall be subject to written warning for the first offense and to discharge (or Do Not Send letter to the Union) for the second offense within a twelve (12) month period. The warning and discharge (or DNS) notices shall be sent to the Union in writing within seven (7) calendar days of the infraction. Such discharge or do not send notice shall be rescinded after six (6) months from date of issue upon the written request of the Union.

When an employee is late for work and does not call into the single designated phone number (provided by the employer) prior to the reporting time, the Employer may request a replacement and the employee is considered a "No-Show" and the above "No-Show" disciplinary actions shall apply.

Those that do call in prior to being late and show up for work, such employee shall be subject to a written warning for the first offense and to discharge (or Do Not Send letter to the Union) for the third offense within a six (6) month period. As long as the employee who has called in can report to work within an hour of the original scheduled starting time, the employee will be put to work and will be paid for actual time worked. The warning and discharge (or DNS) notices shall be

sent to the Union in writing within seven (7) calendar days of the infraction. Such discharge or Do Not Send notice shall be rescinded after six (6) months from date of issue upon the written of the Union.

### **ARTICLE 3 MANAGEMENT RIGHTS**

The Union hereby recognizes that the Employer retains the sole and exclusive right to manage the affairs of the business and direct the working force. Such authority of management shall include, but is not limited to the unilateral: (a) right to determine the services offered, and products to be designed, assembled, rented, the methods of production, and assembly, the type of equipment used, and the sequence of the process; (b) right to introduce new or improved methods, equipment, or facilities; (c) right to determine the appropriate number of employees, and the allocation of employees on a particular job, shift, process, or machine; (d) right to decide the location of the warehouse and production facilities, or to relocate same; (e) right to select and hire new employees; (f) right to reject any applicant, (g) right to maintain discipline among employees including the right to make reasonable rules, regulations, or policies to promote efficiency, safe practices, and proper conduct; and (h) right to discipline or discharge employees for just cause.

The foregoing express enumeration of rights reserved to management shall not be deemed to preclude exercise by management of other rights exercised by it

prior to the execution of this agreement which are not inconsistent with any express provisions thereof.

#### **ARTICLE 4 UNION SECURITY**

An employee who is not a member of the Union at the time this Agreement becomes effective or is employed after the effective date of this Agreement shall become a member of the Union on the next business day after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in good standing in the Union, whenever employed under and for a signatory contractor for the duration of this Agreement.

#### **ARTICLE 5 BUSINESS REPRESENTATIVE**

The Business Representative of the Union shall be permitted access to all exhibit, show or convention sites at all times. When requested by either party, a pre-show meeting will be held between the parties of this agreement. The Business Representative shall be available by cellular phone and regularly visit the show floor during the installation / dismantling of major shows.

## ARTICLE 6 WORK JURISDICTION

The work jurisdiction covered by this Agreement shall include that work which has historically, traditionally, or contractually been assigned to members of the Union. It is the responsibility of the Employer to inform show management and exhibitors of the following work jurisdiction and, upon request, provide the Union a copy of the jurisdiction from the show kit for each show.

This Agreement covers all employees performing carpentry work covered by this Agreement, including, but not limited to:

- (a) The uncrating, erection, dismantling and recrafting of all built-up fabricated displays at the exhibit sites.
- (b) The handling and erection of all hard wall booths, pegboards, sheetrock and/or specially built booths on the exhibit site where any material is attached together to form a display.
- (c) The building and/or installation of all platforms, walls, turntables, counters and/or any items fabricated or built on the exhibit sites.
- (d) The laying out and marking of all lines needed to perform the above referred work.

(e) All forklift work and all freight-handling using powered or mechanized equipment under the control of the Employer from the dock to the point of installation and return. This includes all common carrier freight and exhibits. This is not applicable to freight or exhibits that can be carried by one person, or product that is under exhibitor or client control. The provisions of this Article 6(e) shall not apply to the following events: Costco, Associated (Unified) Grocers, Sysco and Safeway and other shows that may arise from time to time when negotiated under Article 22.

(f) The handling and laying of all carpet.

(g) All exhibit installation except that which can be accomplished by full time employees of the exhibitor in a booth size no larger than 10'X20' without use of power tools or ladders.

(h) All work in the production graphics department and warehouse, as well as all related transportation and storing.

(i) All of the above shall apply for any Trade Show, Industry Product Show, Trade Fair Exposition, Festival, Manufacturer Show, Centennial, State Fair or any other display or advertising show.

(j) Cleaning of show carpet within the Employer's shop or warehouse facility. In the event the Employer establishes an offsite carpet depot the parties shall meet expeditiously for purpose of negotiating wages,

hours and working conditions appropriate to the type of work to be performed in such carpet depot.

(k) All rigging work that hangs over a Trade Show floor, including assembly and disassembly of truss, signage and exhibit pieces.

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

(a) The regularly scheduled workday shall consist of eight (8) hours whenever possible. In scheduling such work, the Employer may, at its discretion, schedule work to begin at any time.

(b) The first eight (8) hours of employment Monday through Friday, worked between 6:00 AM and 10:00 PM shall constitute straight-time; all hours worked after the first eight (8) hours of employment Monday through Friday will be paid at one and one-half (1-1/2) times the employee's basic straight time hourly rate. All time worked in excess of forty (40) straight time hours per week, Saturdays, Sundays and Holidays, shall be at one and one-half (1-1/2) times the employee's basic straight time hourly rate.

(c) When the Employer, schedules an employee with less than eight (8) hours rest, the following shift shall be at the applicable overtime rate. This shall not apply to separate four (4) hour calls voluntarily accepted by an employee starting on the same workday.

(d) When an employee or new hire reports to work for his/her regular or assigned shift and is not put to work, he/she shall be paid two (2) hours reporting time and shall remain at the jobsite for the two (2) hours if required by the Employer. Employee must report in a timely fashion or he/she forfeits the two (2) hours reporting time.

(e) When an employee or new hire reports to work for his/her regular or assigned shift and is put to work, he/she shall receive a minimum of four (4) hours pay at the appropriate rate and shall remain at the show site for four (4) hours if required by the Employer. Employees reporting for work without the minimum tools required (see Addendum "A") shall not receive the minimum pay according to Article 7, Sections (d) and (e). Employees reporting for work without the minimum tools required (see Addendum "A") shall only be paid for time worked.

(f) All hours worked between the hours of 10:00 p.m. and 6:00 a.m. shall be paid at the overtime rate.

(g) The ten (10) recognized Holidays shall be as follows: the day before New Year's Day, New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas and Christmas Day.

(h) Employees shall take one paid fifteen (15) minute break each four hours of work. The Employer shall schedule breaks as close to the midpoint as practical.

(i) Employees shall be scheduled to take a minimum ½ hr / maximum 1.0-hour unpaid meal period to be taken between the 3rd and 5th hour of work.

## **ARTICLE 8 TRAINING**

(a) In recognition of the Employer's need for skilled employees for its Trade Show and Convention business and in further recognition of the Union's desire to provide a skilled workforce, the parties agree to maintain a Trade Show Training Committee (TSTC) that shall be comprised of three (3) management members appointed by the Employer and three (3) labor members appointed by the Union.

(b) The TSTC shall establish a training program for entry level workers in the Trade Show Industry (Trade Show Specialists - levels 1-8). Their training will consist of but not be limited to the following: 1) Trade Show Orientation and Decorating 2) Carpet and Customer Service I 3) Systems, Intro to Graphics and Customer Service II 4) I & D, Graphics and Ladders 5) Aerial Lift and Highwall 6) Industrial Forklift and Material Handling 7) Basic Operations and Floor Layout 8) Trade Show Rigging. The TSTC shall establish rules for entry into the Trade Show Specialist Training Program and shall evaluate prospective applicants. Tradeshow workers who have not achieved journey level status and are not registered in a certified apprenticeship program shall be classified as Trade Show Specialists. The Trade Show training program and any other



classes that qualify for maintaining QJM status shall be appended to this agreement, however, the TSTC may modify the training program at any time.

(c) Trade Show Specialists 1 through 8 shall be upgraded one step for each five hundred (500) trade show hours worked and completion of the related training. Completion of the related training includes successfully passing any required tests prior to advancement. When Trade Show Specialists, Certified Apprentices and Trade Show Journeymen complete a training module that qualifies them for a pay increase, the pay increase will become effective for the next pay period following notification to the employers. The Trade Show advancement/rerate procedure shall be appended to this agreement, however the TSTC may modify the advancement/rerate procedure at any time.

(d) Upon completion of the program the Trade Show Specialist shall become a Trade Show Journeyman. Pay rates for Trade Show Specialists shall be a percentage of the Trade Show Journeyman rate as specified in Schedule "A".

(e) Pay rates for registered apprentices shall be a percentage of the Trade Show Journeyman rate as specified in Schedule "A".

(f) The TSTC will maintain a 48-hour program of Trade Show-related journey level continuing education. Journeymen who have completed this program and worked a minimum of 500 Tradeshow hours, or who

have worked at least 4000 Tradeshow hours and can demonstrate their competency to the satisfaction of the TSTC, shall be designated as Qualified Trade Show Journeymen (QJM). To be designated a QJM one has to hold up-to-date certifications in Forklift, First aid/ CPR and Highlift/Boomlift. QJM shall be given first preference for job calls over journeymen who have not been qualified. Pay rates for QJM shall be as specified in Schedule "A".

(g) In order to retain their Qualified Trade Show Journeyman status, all QJM must:

a. Attend (8) hours of on-going training, which includes four (4) hours of Customer Service training in the next four (4) years from June 1, 2016 on.

Any QJM who fails to retain their QJM status reverts to Trade Show Journeyman Status.

## **ARTICLE 9 GENERAL**

(a) The parties recognize and agree that the discrimination against and/or the harassment of an employee as defined by local, state and federal laws is adverse to the interest of both the Union and the Employer. The parties agree that such discrimination and/or harassment is strictly prohibited. Claims involving unlawful discrimination may be subject to the grievance procedure set out in Article 17 of this Agreement, or by submis-

sion to a Federal or State court or government agency of competent jurisdiction, but not both.

(b) Employees shall not be required to provide any tools other than those listed in Addendum A.

## **ARTICLE 10 STEWARDS**

With notice to the Employer, stewards will be selected by the Business Representative and shall be qualified members in good standing. All employees shall check in with the steward prior to the beginning of their shifts, provided a steward has been appointed. The steward will verify that each employee's dispatch is in order and that the employee is in good standing with the Union.

(a) Stewards shall be working members and shall be journey-level or above with Tradeshow experience.

(b) Stewards will be assigned to the Employer and shall be on the payroll as long as any work as defined in Article 5 is being performed on the job site by any Contractor or Sub-Contractor who is signatory to this Agreement.

(c) A Steward shall be given reasonable time to represent the employees and take care of the steward duties without loss of pay.

(d) If a jurisdictional problem arises, the Steward shall notify the Business Representative.

(e) The Steward shall perform his/her duties in a businesslike manner, without causing unnecessary loss of time to employees or themselves. The Steward shall have the right to call the Business Representative to his place of work when he deems it necessary after notifying the employer.

(f) Employees shall report any and all injuries to their supervisors.

(g) No Steward may be removed or discharged without prior notice to the Business Representative. No Steward may be removed or discharged except for just cause.

(h) The employee acting as Steward shall not be a Foreman on the same show.

(i) The Union may appoint a jobsite Steward as deemed necessary.

## **ARTICLE 11 FOREMEN AND LEADS**

(a) All employees performing work will be under a Foreman's supervision. Any employee directed by the Employer to supervise or who is held accountable for the actions of other employees shall receive Foreman pay. Foremen are accountable for the quality and quantity of the work of the employees (including leads) assigned to their supervision. Employees sent on special events without a Foreman shall not be required to supervise other employee(s) or be held accountable for the event.

(b) When an employee other than a Foreman is designated by the Employer (management or Foreman as directed by management) to lead, instruct and coordinate the flow of work for six (6) or more workers at show site, such employee shall receive Lead pay (according to Schedule A). Nothing in this provision shall preclude the Employer from designating a Lead for fewer than six (6) employees.

## **ARTICLE 12 TRAVEL PAY**

(a) **Mileage Reimbursement.** On all jobsite assignments of Seattle and Portland based employees called by name exceeding 60 miles from Employer's central operations base or the applicable convention center (WSCTC and OCC), when employees are required to furnish their own transportation, they shall be reimbursed at the current IRS mileage allowance per mile in effect at the time of the trip based on total mileage.

(b) **Out of Town Reimbursement.** Employees called by name by the Employer who are required to remain out of town overnight shall be reimbursed for actual, reasonable expenses for meals, lodging and transportation in accordance with the Employers policy for all employees of that Employer. Meal expense allowance shall not be less than the Internal Revenue Service allowance in effect at the time of the trip. Employees requesting an expense advance shall submit such request during normal business hours in accordance with the Employer's procedure. Employees shall be notified of

the policy prior to the trip. Expense advances shall be available prior to the trip or the employee may decline the assignment.

(c) Out of town "on Call" status. Employer shall pay a minimum of four (4) hours daily pay at the appropriate rate for "on call" requirements.

(d) Employees who travel from one show to another at the Employer's request shall remain on the clock during transit.

### **ARTICLE 13 FRINGE BENEFITS**

(a) **Trust Contributions.** The contribution amounts specified in paragraphs (b) through (h) below shall be made to whichever of the following Trust Funds has appropriate jurisdiction: (1) the Carpenters Trust of Western Washington; (2) the Washington - Idaho - Montana Carpenters - Employers Trust; or (3) the Oregon - Washington Carpenters-Employers Trust.

(b) **Health and Security.** It is agreed by the parties hereto that all employers covered by this Agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of carpenters employed by employers covered by this Agreement except for hours specifically excluded by this Agreement, which contribution shall be made to the appropriate Carpenters-Employers Health and Security Trust Fund in the manner as set forth in the Trust Agreement of said

Trust Fund. The details of the Health and Security Plan established by the Trust Funds and the Trust Funds themselves shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatories to the Trust Agreement of the aforesaid Trust Funds. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each management trustee shall be a full time salaried executive or officer of a signatory Employer, or an employee of an Employer association signatory to this contract on behalf of its member employers.

(c) **Retirement.** All employers covered by this Agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of carpenters, including supervisory employees when covered by this Agreement in work contained in the terms of this Agreement except for hours specifically excluded by this Agreement. Said contributions shall be for the benefit of employed or retired Carpenters who are working under or have retired under the Carpenters Retirement Plans and Carpenters Individual Account Pension Plans or any other Retirement Plans of the respective Trust Plans. Contributions shall be made to the appropriate Carpenters Retirement Trust in the manner as set forth in the Trusts Agreement of said Trust. The details of the Carpenters Retirement Plans and the Carpenters Individual Account Pension Plans established by the Trust Funds and these Trusts shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and man-

agement who are signatories to the Trust Agreements of the aforesaid Trust Funds. Allocation between the Carpenters Retirement Plans and the Carpenters Individual Account Pension Plans or any other Retirement Plans of the respective Trust Plans of contributions shall be determined by the Joint Board of Trustees in accordance with the actuarial and funding requirement of these Plans. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each management trustee shall be a full time salaried executive or officer of a signatory Employer, or an employee of an Employer association signatory to this contract on behalf of its member employers.

(d) **Vacation.** It is agreed that all employers covered by this Agreement shall subtract a sum as listed in Schedule "A" herein for each compensable hour, except for hours specifically excluded by this Agreement, from each employees' net pay check (after taxes) and shall pay this to the appropriate Vacation Fund as set forth herein. (Note: These sums shall be deductions (after taxes) from the rates shown in Schedule A). Said contribution shall be made to the Carpenters Vacation Trusts in the manner as set forth in the Trust Agreements of the Trusts. The details of such Vacation Plans established by the Trust Funds and the Trust Funds themselves shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatories to the Trust Agreement of the aforesaid Trust Funds. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union



and each management trustee shall be a full time salaried executive or officer of a signatory Employer, or an employee of an Employer association signatory to this contract on behalf of its member employers.

(e) **Apprenticeship and Training.** It is agreed that all employers covered by this Agreement shall contribute a sum as listed in Schedule "A" herein for each compensable man hour of carpenters, including supervisory employees when covered by this Agreement, except for hours specifically excluded by this Agreement. Said contribution shall be made to the appropriate Carpenters Apprenticeship and Training in the manner as set forth in the Trust Agreement of said Trust. The details of such Apprenticeship and Training Plan established by this Trust Fund and this Trust Fund itself shall continue to be controlled and administered by a Joint Board of Trustees composed of equal representation of labor and management who are signatories to the Trust Agreement of the aforesaid Trust Fund. Each Trustee appointed by the Union shall be a member of the Union and employed by the Union and each management trustee shall be a full time salaried executive or officer of a signatory Employer, or an employee of an Employer association signatory to this contract on behalf of its member employers.

(f) **Parties Bound.** It is further understood that Employers who are parties to this Agreement shall be bound by the terms and provisions of the Trust Funds and Plans as mentioned in Sections 1 through 7 as though these Trust Funds and Plans were part of this Agreement.

(g) **Failure to Pay Contributions.** In the event an employer fails to make the monetary contribution in conformity with this Agreement, the Union is free to take any economic action against such employer it deems necessary, and such action shall not be considered a violation of this Agreement.

(h) **Information on Trust Agreement.** It is understood that the Union, individual Employers, and signatory Employer Associations are principal parties to the Health and Security, Retirement, Vacation and Apprenticeship and Training Trust Agreements and are, therefore, entitled to full information on the actions of the Trustees and the operation of the Trust.

## **ARTICLE 14 WAGES**

(a) Wage and Benefit rates for each classification shall be listed in Schedule "A".

(b) All wages shall be payable in lawful currency or payroll checks. The Employer shall provide to employees on a daily basis a record of all hours worked including regular hours, overtime hours and each work classification. Payroll checks showing the name of the employee shall include a breakdown of regular hours, overtime hours and all itemized deductions as required by law. Employees' Social Security numbers shall not be used on any Employer's documents and/or printed on any documents except where required by law.

(c) The payroll period will be weekly. Payroll checks will be mailed to the employee on the first Thursday following the end of the payroll period. At the request of the employee and if available through the Employers payroll system, the Employer will agree to electronic direct deposit of paychecks to the employee's designated bank account. When the Employer fails to issue paychecks or make direct deposits by the designated payday, the Employer shall be subject to a waiting time payment not to exceed eight hours each calendar day. Such waiting time claim may be initiated only by the appropriate Union official and shall be based on the merits of each case. In the case of payment by mail, the postmark on the envelope will serve as the cutoff for any penalty. Said check shall be mailed to an address of the employee's choice. In the case of direct deposit to the employee's bank account, the employee's bank statement Electronic Fund Transfer (EFT) effective date shall serve as the cutoff for any penalty. Payroll records are available for the Union's review upon request.

(d) When an employee has not received his paycheck by mail within five (5) calendar days (excluding national holidays and Sunday) of payday, the employee or the Union shall notify the Employer. The Employer shall stop payment on such lost paycheck and issue a replacement paycheck upon telephone and/or written confirmation from the Employer's bank that payment has been stopped. The employee or Union official who reported the lost paycheck shall be notified when the replacement paycheck is available. There shall be no charge to the employee for such stop payment proce-

sure providing all information provided by the employee is correct.

(e) If an employee's paycheck is short due to an Employer's error or omission, the Employer shall send the employee a supplemental check for the required amount by the next business day after the Employer is made aware of such shortage. A shortage of less than \$25.00 shall be paid on the next regular payday.

(f) The Employer shall provide a safe and secure storage container (lockbox or similar container) for safekeeping and transporting of completed employee timecards. Such container shall remain under the control and responsibility of a foreman or member of management.

(g) The Union may require the Employer to post an asurety bond for anticipated wages and fringe benefits.

## **ARTICLE 15 SUB-CONTRACTING**

The employer retains the right to sub-contract work covered by this Agreement but such work shall be sub-contacted only to an entity or person (the "Sub-Contractor") who agrees that the persons performing such work will receive not less than the wages and other economic conditions provided in this Agreement, including premiums, overtime, travel pay and reimbursement, on-call pay, and the economic equivalent of all payments made to contractual fringe benefit programs.

The Employer further agrees to require the Sub-Contractor to agree to submit any grievance or dispute concerning its performance or compliance with this article to the procedures set forth in Article 17 of this Agreement, and to make available to the Union upon request records relevant to payments required by this Article. The time limits for filing a grievance regarding a Sub- Contractor's compliance with this Article shall not apply until the Sub-Contractor has provided information as required by this Article. The Employer shall be liable in the event the Sub-Contractor cannot satisfy its obligations imposed by this Article.

## **ARTICLE 16 NO STRIKE, NO LOCKOUT**

During the term of this Agreement, the Employer agrees that they will not lockout the employees covered by this Agreement, and the Union agrees that they will not call, sanction, acquiesce, engage in, or cause any strike, sit-down, picketing, sympathy-strike or other work stoppage for any reason, against the Employer. The Union also agrees it will not, for any reason, during the term of this Agreement, sanction, call or engage in any curtailment, restriction or interference with the work of the Employer, or any of its agents, or advise that any such action be taken.

## ARTICLE 17 GRIEVANCE PROCEDURE

(a) **Step One:** When a dispute arises between the parties, the designated representatives shall meet and hold informal discussions within ten (10) business days after the incident in dispute.

(b) **Step Two:** If the parties are unable to resolve the matter informally, the grieving party shall reduce the dispute to writing and serve a copy by certified mail on the opposing party within fifteen days after the incident or the grievance shall be considered waived.

(c) **Step Three:** If, after the grievance is reduced to writing the parties are still unable to informally resolve the dispute, within ten (10) business days the matter shall be submitted to the designated National Representative of the Trade Show and Convention Industry and the Labor Relations Representative or other designated individual of Employer. Either party may waive this Step or the time limit specified in this Step.

(d) **Step Four:** If the designated National Representative and the Labor Relations Representative are unable to resolve this matter, within ten (10) business days after such failure, the grieving party will request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) or similar organization. When the parties receive copies of the list, they shall alternate striking names from the list until such time as only one name remains. The remaining arbitrator will then be

contacted by the grieving party and informed he or she has been selected. The parties shall share the costs of the arbitrator equally.

(e) The arbitrator shall issue his/her opinion within thirty (30) days of the arbitration hearing.

(f) The time limits specified in this section may be waived by mutual agreement of the parties.

(g) It is specifically and expressly understood and agreed that submitting a matter to this Grievance Procedure constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union and all persons it represents, to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter in any court or other available forum shall constitute an election of remedies and a waiver of right to grieve the matter.

## **ARTICLE 18**

### **DURATION**

(a) This Agreement, when executed, shall be deemed to define the wages, hours, rates of pay, working rules and other conditions of employment, and except by mutual consent of the parties, no new additional issues shall be the subject of negotiations during the term of this Agreement, subject to the provisions of paragraph (d).

(b) This Agreement and the exhibits attached hereto, contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior agreements between the parties or their representatives, oral or written, including all practices not specifically preserved by the express provisions of this Agreement.

This Agreement may only be amended by a written document duly executed by all parties (except for Special Conditions provision in Art. 22).

(c) This Agreement shall be effective as of June 1, 2019 and shall continue in force and effect through May 31, 2022, subject to the provisions of paragraph (d) or unless defined by a signature cover letter.

(d) This Agreement shall be considered renewed from year to year, thereafter, unless either party to this agreement shall give written notice to the other of its desire to terminate, modify or change this agreement; such written notice to be given not less than sixty (60) days prior to said date or annual anniversary date. It is mutually agreed that negotiations shall commence within thirty (30) days after the date the last such notice is given.



## **ARTICLE 19 DEFINITION**

This Contract, shall, in its final executed form, state that the jurisdiction of the Union signatory thereto is as set out in the TRADESHOW AGREEMENT and that such jurisdiction shall not be changed without the written agreement of the signatory parties.

## **ARTICLE 20 EXHIBIT SITE WORK RULES**

(a) All employees have the right to work in an environment that is free from harassing, abusive, disorderly and disruptive behavior. Such behavior by employees, including those in management positions, is against company policy and will not be tolerated.

(b) All employees are required by abide by the "Smoking/No Smoking" policies established by the facility or worksite.

(c) ABSOLUTELY no consumption of alcoholic beverages will be tolerated.

(d) Refrain from the use of profane language.

(e) Other than to perform assigned work, you should not enter an exhibitor's booth.

(f) Employees shall not normally be required to wear Employer uniforms, unless necessary for the particular

show or event. Foremen may be required to wear Employer uniforms at all times during work hours. Whenever uniforms are required, they shall be furnished by the Employer. At all times, work clothing shall be safe and appropriate for the job.

(g) Employers will not credit timecards for work not performed as a tip. Tipping by the employer or exhibitor will not be tolerated.

(h) No employee or member of his/her family may accept any gift, gratuity, or item of more than nominal value from any show exhibitor, company or individual.

(i) Due to safety and communication concerns, all personal electronic devices including, but not limited to, MP3 players, Ipods, radio/CD/cassette players with headsets and "blue tooth" devices shall be prohibited from the show floor. Cell phones or other personal communication devices may only be used on the show floor during work hours only when authorized by the employer or in case of emergency.

## **ARTICLE 21**

### **DRESS CODE/PERSONAL HYGIENE**

1. All employees are required to wear leather or tennis shoes while on duty. Sandals, moccasins, open toed shoes, mesh top shoes and/or plastic toe shoes are prohibited.

2. All clothing at the start of the shift should be clean. All employees must wear shirts, including T-shirts, with hemmed collars, bottoms and sleeves. All tank tops, open midriff tops and/or shirts with obscene or pornographic remarks are prohibited. The Employer in its sole discretion shall determine whether and when employees may wear short or long pants.
3. Safety equipment, when provided by the Employer, must be used or worn by the employee.
4. Personal hygiene must be maintained. Employees who do not comply with the above provisions will be sent home and are not entitled to reporting pay.

## **ARTICLE 22 SPECIAL CONDITIONS**

Both parties recognize that there may be extenuating circumstances when it is to the mutual interest of both parties to modify the terms of this Agreement. In that event, it will not be a violation of this Agreement for the parties to meet and mutually agree to make such modifications to meet a specific need on a specific project. The Union may agree bilaterally with a single employer and offer modifications of jurisdictional rules at the time the contract with the Show is developed, or at any other time. Such a request may not be unreasonably withheld.

## **ARTICLE 23 MOST FAVORED NATIONS**

Should the Union enter any Labor Agreement with any Employer engaged in the Tradeshow and Convention Industry, which contains a term or condition more favorable to, that Employer, the Employer signatory to this Agreement may adopt the more favorable Labor Agreement.

## **ARTICLE 24 LABOR MANAGEMENT**

The parties have established a Labor Management Committee consisting of an equal number of Employer and Employee representatives. The primary purpose of the Committee is to meet and discuss issues of concern to either Labor or Management. The Committee will meet monthly or on an as-needed basis. This Committee is not for purposes of resolving individual grievances and shall not have the authority to amend or modify this Agreement.

## **ARTICLE 25 SICK LEAVE**

To the fullest extent permitted, this Agreement shall operate to waive any and all provision of the Seattle Sick and Safe Time Ordinance (Ordinance #123698), as well as any similar Ordinances throughout the PNWRCC. This Agreement shall supersede such Ordinances and be considered to have fulfilled all requirements of

said Ordinance as presently written and/or amended during the life of this Agreement.

## **ARTICLE 26 SUBSTANCE ABUSE PROGRAM**

(a) The Employer and the Union are committed to providing employees with a drug-free and alcohol-free workplace.

(b) An acceptable Substance Abuse Program is contained in a separate addendum to this Collective Bargaining Agreement, but it is not a part of this Agreement and modifications to this Substance Abuse Program, by mutual agreement of an Employer and the Union, will not constitute a change to this Agreement. Mutual agreement will not be unreasonably withheld.

(c) The Substance Abuse Program shall be subject to annual review or modification by a committee made up of equal representation from the Employer and the Union.

## **ARTICLE 27 SEVERABILITY CLAUSE**

It is not the intention of either party to violate any State or Federal law and all language used in this Agreement, where susceptible of more than one meaning shall be interpreted in a manner consistent with the law. If any clause, sentence, or Article shall be interpreted as being contrary to law, such clause, sentence or Article shall

be subject to immediate negotiations. The remainder of the Agreement shall continue in full force and effect.

**ARTICLE 28**  
**KEY EMPLOYEE TRUST PAYMENTS**

a. The Employer may, at its discretion, directly submit Benefits and Deductions (Pension, Annuity/Defined contribution, Apprenticeship/Training contributions and Health and Welfare contributions, Dues check-off, Vacation, and all other contributions) directly to Key Employees home Funds, provided that the fund and or funds are located within the Jurisdiction of the PNWRCC. If the Employer chooses this option, the employer shall provide sufficient proof to the Union that the appropriate contribution amount has been paid to the Employees home area Funds if requested.

i. Clarification, if an Oregon member, works in Washington He or she shall receive the Oregon Benefits Paid into their home trust, and the Wages of the Washington area.

ii. Clarification, if a Washington member works in Oregon, he or she shall receive the Washington Benefits Paid into their home trust, and the Wages of the Washington area.

# TRADESHOW AGREEMENT

## SIGNATURE PAGE

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

USMIS Don Robbins 8/27/2019

GER [Signature] 8/27/2019

Freeman Cheryl King 8/27/2019

Finn [Signature] 2/3/2020

Laser Laser Exhibitor Service - Catherine L. King 10/22/2019

Sub-Exhibitor Shannon B. Scherer 10/4/2019

2019 - 2022 TRADESHOW AGREEMENT  
PH [Signature] F-G MGR LH SBS  
MAGAZINE SBS EXHIBITOR SIGNATURE SIGNATURE SIGNATURE

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## Trade Show Schedule "A"

### Washington State

*Rates shall be retroactive to June 1, 2019*

#### HOURLY WAGE RATES

**Effective 6/1/19-5/31/20**

Journeyman Carpenter	\$30.46
Qualified Journeyman (QJM)	32.86
Foreman	36.15
Lead / RiggerPremium (added to wage)	1.00
ETCP Certified Rigger	2.00

#### DEDUCTIONS

Wages	Dues**	Vacation
\$30.46	\$0.91	\$1.00
32.86	0.91	1.00
36.15	0.91	1.00
1.00		
2.00		

#### Trade Show Specialist (TSS)

	Apprentice Rate	Wages	Dues**	Vacation
TSS 1 0-500 hrs	1st Period 60%	\$18.28	\$0.55	\$0.00
TSS 2 501-1000 hrs	2nd Period 65%	19.80	0.59	0.00
TSS 3 1001 - 1500 hrs	3rd Period 70%	21.32	0.64	1.00
TSS 4 1501 - 2000 hrs	4th Period 75%	22/85	0.69	1.00
TSS 5 2001 - 2500 hrs	5th Period 80%	24.37	0.73	1.00
TSS 6 2501 - 3000 hrs	6th Period 85%	25.89	0.78	1.00
TSS 7 3001 - 3500 hrs	7th Period 90%	27.41	0.82	1.00
TSS 8 3501 - 4000 hrs	8th Period 95%	28.94	0.87	1.00

*Benefit rate change to be effective 9/1/2019.*

#### FRINGE BENEFITS

	6/1/2019
Health & Security	\$ 7.86
Retirement*	6.60
Apprenticeship Fund	0.64
<b>Fringe Total</b>	<b>\$15.10</b>

**Cleaning and Service  
Employees: \$20.00  
flat rate (no fringe  
benefits)**

Trade Show Specialist and Apprentice wage rates are based on Journeyman scale.

Foreman premium shall be an additional 10% above the QJM pay scale.

\*Retirement Contributions are not required for TS Specialist 1 and 2 or 1st and 2nd Period Apprentices.



Vacation saving plan deductions are not required for TS Specialist 1 and 2 or 1st and 2nd Period Apprentices.

\*\*Voluntary dues check-off in accordance with the provisions of Section (c) of the Labor Management Reporting Act as amended. Dues deduction may be changed once per year on the anniversary date of the contract.

\*\*\*The Employer agrees to allow parity with the Fringe Benefits provided in the Carpenters Master Agreement and if additional sums are necessary to maintain the Fringe Benefits, Employers shall be given thirty (30) days notice. Such sums shall be deducted from wages.

**Effective June 1, 2019 the total package increase will be \$1.30, distribution is as follows:**

**\$1.04 to wages, \$0.20 pension, \$0.20 health and welfare, and -\$0.14 to training.**

Employers shall pay members who hold an up-to date rigging certification rigging a “Rigging Premium” of \$2.00 for those hours when such employees are performing rigging work as defined as operating on an aerial lift and hanging objects from the ceiling as well as associated ground rigging work. (This does not include work from ladders, catwalks or hanging from high drape).

When Apprentices and Trade Show Specialists qualify for periodic wage adjustments, the adjustments will become effective for the pay period after the Employer is notified.

## Trade Show Schedule “A” Oregon State

*Rates shall be retroactive to June 1, 2019*

### HOURLY WAGE RATES

**Effective 6/1/19-5/31/20**

	<b>Wages</b>	<b>Dues**</b>	<b>Vacation</b>
Journeyman Carpenter	\$27.63	\$0.83	\$1.50
Qualified Journeyman (QJM)	30.03	0.83	1.50
Foreman	33.03	0.83	1.50
Lead / Rigger Premium (added to wage)	1.00		
ETCP Certified Rigger	2.00		

### DEDUCTIONS

### Trade Show Specialist (TSS)

	<b>Apprentice Rate</b>	<b>Wages</b>	<b>Dues**</b>	<b>Vacation</b>
TSS 1 0-500 hrs	1st Period 60%	\$16.58	\$0.50	\$0.00
TSS 2 501-1000 hrs	2nd Period 65%	17.96	0.54	0.00
TSS 3 1001 - 1500 hrs	3rd Period 70%	19.34	0.58	1.50
TSS 4 1501 - 2000 hrs	4th Period 75%	20.72	0.62	1.50
TSS 5 2001 - 2500 hrs	5th Period 80%	22.10	0.66	1.50
TSS 6 2501 - 3000 hrs	6th Period 85%	23.49	0.70	1.50
TSS 7 3001 - 3500 hrs	7th Period 90%	24.87	0.75	1.50
TSS 8 3501 - 4000 hrs	8th Period 95%	26.25	0.79	1.50

*Benefit rate change to be effective 9/1/2019.*

### FRINGE BENEFITS

	<b>6/1/2019</b>
Health & Security	\$ 7.69
Retirement*	6.78
Apprenticeship Fund (-\$.24)	0.55
<b>Fringe Total</b>	<b>\$15.02</b>

**Cleaning and Service  
Employees: \$20.00  
flat rate (no fringe  
benefits)**

Trade Show Specialist and Apprentice wage rates are based on Journeyman scale.

Foreman premium shall be an additional 10% above the QJM pay scale.

\*Retirement Contributions are not required for TS Specialist 1 and 2 or 1st and 2nd Period Apprentices.

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When Apprentices and Trade Show Specialists qualify for periodic wage adjustments, the adjustments will become effective for the pay period after the Employer is notified.

**ADDENDUM A  
MINIMUM TOOLS FOR  
SHOWSITE INSTALLATION**

- [ ] Diagonal pliers or wire cutters (side cutters)
- [ ] Utility Knife
- [ ] ARROW JT-21 Staple Gun
- [ ] Screwdrivers – Phillips and straight blade
- [ ] Pliers – slip joint
- [ ] Tape measure
- [ ] Hammer
- [ ] Allen wrenches – 5mm, ¼", 1/8"
- [ ] Pen – to fill out your paperwork for payroll
- [ ] Carpet loop pile cutter or Carpet top cutter
- [ ] Ratchet with sockets – 7/16", 9/16",  
4mm, 5mm allen and Torx 30
- [ ] Torpedo Level
- [ ] Adjustable Wrench
- [ ] Small 7 ½ pry bar
- [ ] Folding Standard 9 piece Hex Key Set (5/64"-1/4")
- [ ] Folding Metric 8 piece Hex Key Set (1.5m-8mm)

**RECOMMENDED EQUIPMENT  
FOR SHOWSITE INSTALLATION**

- [ ] Cordless drill motor

**NOTE: You must have two (2) pieces of ID for your I-9 and W-4 payroll forms. A list of acceptable documents from Form I-9 is attached to this document.**

**NOTE: *The above tools must be on your person when you arrive for a Trade Show call out.***

## **ADDENDUM B**

### **CLEANING AND SERVICE EMPLOYEES**

A Cleaning and Service classification of employees has been established by this Addendum to the Collective Bargaining Agreement. All provisions of such Agreement except as amended or modified herein, remain applicable to such cleaning and service employees. The following terms and conditions pertain only to the cleaning and service classification:

1. For the duration of any given shift, cleaning and service employees shall perform only the following work:
  - a. Vacuuming of
    1. Aisle carpet after installation.
    2. Aisle, booth, and registration carpet after the show closes each day.
    3. Registration carpet and the runner to the registration booth or entry point.
    4. Trash pickup in aisles prior to carpet installation.
  - b. Touch up cleaning only of employer's equipment, hard walls, and draperies as required.
  - c. Emptying of trash containers, remove trash and debris from aisles and passageways etc.
2. This classification does not perform the work specified in Article 6, Work Jurisdiction or any work in the Employer's warehouse or shops.

3. The provisions of paragraph (f) of Article 7, Hours and Overtime and Schedule A of the Collective Bargaining Agreement are not applicable to the Cleaning and Service classification. Compensation for this classification is provided in Schedule "A".

This Addendum is effective on the date of signing and shall remain in effect during the term of the Collective Bargaining Agreement.

**ADDENDUM C**  
**TRADE SHOW QUALIFIED JOURNEYMAN**  
**MAINTENANCE REQUIREMENTS**

1. Maintain an up-to-date UBC Forklift Qualification
2. Maintain up-to date First Aid/CPR card
3. Maintain UBC Highlift/Boomlift Qualification
4. Attend eight (8) hours total of on-going Trade Show training, which includes four (4) hours of Customer Service training in the next four (4) years from June 1, 2016 on.