

July 27, 2010

**MEMORANDUM OF AGREEMENT OF AUGUST 1, 2010  
BETWEEN ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS  
AND STUDIO TRANSPORTATION DRIVERS, LOCAL #399**

This Memorandum of Agreement is entered into as of August 1, 2010 between Studio Transportation Drivers, Local #399 of the International Brotherhood of Teamsters (hereinafter "the Union") on the one hand, and the Alliance of Motion Picture & Television Producers (hereinafter "AMPTP"), on behalf of those Producers which have effectively consented, in writing, to be part of the single multi-employer bargaining unit (each hereinafter respectively referred to as the "Producer" and collectively referred to as the "Producers" and listed on Exhibit "A" attached hereto), on the other hand.

This Memorandum of Agreement reflects the complete understanding reached between the parties. As soon as practicable, this Memorandum of Agreement will be reduced to formal contract language with conforming changes to be made as applicable. This Memorandum of Agreement is not contract language, except where the context clearly indicates otherwise.

**EFFECT OF CHANGES**

All of the provisions of the current collective bargaining agreement between these parties shall remain the same unless otherwise specifically changed as noted herein.

The appropriate provisions herein shall be incorporated in the 2007 Producer – Studio Transportation Drivers, Local #399 Agreement (hereinafter "2007 Agreement") to create the 2010 Producer – Studio Transportation Drivers, Local #399 Agreement (hereinafter "the Agreement").

The provisions herein shall be effective as of the dates hereinafter set forth and, where not expressly noted, shall be effective as of August 1, 2010.

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

**1. Term**

The term of the Agreement shall be for two (2) years, commencing on August 1, 2010 and ending on July 31, 2012.

**2. Wages**

- a. Except as provided in subparagraphs b. and c. below, minimum contract wage rates in the 2007 Agreement shall be increased by two percent (2%) effective

August 1, 2010 and by an additional two percent (2%) effective July 31, 2011. These increases shall be compounded.

- b. Minimum wage rates for productions covered under Sideletter No. 5 (Special Conditions for One-Hour Episodic Television Series, the Production of Which Commenced Prior to August 1, 2003, and for One-Half Hour and One-Hour Pilots) and Sideletter No. 6 (Special Conditions for New One-Hour Episodic Television Series, the Production of Which Commences On or After August 1, 2003 and for One-Half Hour Digital or Videotape Single Camera Dramatic Television Series and Digital or Videotape Non-Dramatic Series of Any Length, the Production of Which Commences on or After October 1, 2006) shall be calculated in accordance with the terms of those Sideletters, *i.e.*, they lag one year behind the studio minimum wage rates.
- c. Minimum wage rates in Sideletter No. 7 (Special Conditions for Movies for Television and Long-Form Television Motion Pictures, Made for DVD Productions and Low Budget Theatrical Productions) shall be calculated at eighty-five percent (85%) of the otherwise applicable theatrical wage rates, except that Sideletter No. 7 wage rates for drivers of automobiles, station wagons, minivans (9 or fewer passengers) and motorcycles (Occupation Code 4625) and automotive service persons (Occupation Code 4634) shall be increased by two percent (2%) effective August 1, 2010 and by an additional two percent (2%) compounded effective July 31, 2011.

### **3. Pension and Health Package**

The parties agree on the following benefit package:

#### **(a) Health Plan**

- (i) Modify Article 11(b) of the 2007 Agreement by increasing the hourly contribution rate to the Active Health Plan by thirty-five cents (\$.35) per hour effective August 1, 2010 and by an additional thirty-five cents (\$.35) per hour effective July 31, 2011.
- (ii) The consultants for the Health Fund shall project the level of reserves in the Active Health Fund and in the Retired Employees Plan on a quarterly basis during the term of the Agreement. Should the consultants project that the level of reserves in the Active Health Fund will fall below ten (10) months during the term of the Agreement, then the Employers shall contribute to the Active Health Fund an additional fifteen cents (\$.15) per hour beginning in the quarter following the issuance of such projection, but in no event earlier than August 1, 2010, and an additional fifteen cents (\$.15) per hour effective July 31, 2011. However, should the consultants project that the level of reserves in the Active Health Fund will fall below six (6) months prior to July 31, 2011, or that the level of reserves in the

Retired Employees Plan will fall below eight (8) months prior to July 31, 2011, then the second additional fifteen cents (\$.15) per hour contribution referred to in the preceding sentence shall go into effect beginning in the quarter following the issuance of such projection, rather than on July 31, 2011.

- (iii) If, at any time during the term of the Agreement, the consultants project that the level of reserves in the Active Health Fund will fall below six (6) months, or that the level of reserves in the Retired Employees Plan will fall below eight (8) months, then the Basic Crafts Unions will reallocate up to one percent (1%) from wages and/or the Individual Account Plan, or any combination thereof, until such time as the reserves are restored to the six (6) or eight (8) month level, as applicable. It is understood that this may occur more than once during the term of the Agreement.

(b) Pension Plan

The bargaining parties agree to recommend to the Directors of the Pension Plan that employees who retired prior to August 1, 2010 shall be entitled to a thirteenth and fourteenth check on or about November 1st of each year of the Agreement.

**4. Late Payment Provisions**

*Conform the applicable provisions concerning the timing of the final paycheck for laid off employees to correspond to California Labor Code Section 201.5 (which provides that the final paycheck must be received by, mailed to, or made available to the employee at a specific location in the county where the employee was hired or performed labor by the next regular payday for daily or weekly employees in the motion picture industry), by replacing the second sentence of Paragraph 17(a) of the 2007 Agreement with the following sentence:*

“When employee is laid off, he shall be paid by the next regular pay day or his pay check will be mailed to him or made available to him at a specific location in the county where the employee was hired or performed labor by the next regular pay day.”

**5. Studio Zone**

Expand the definition of the Studio Zone in Paragraph 19 to include the following locations: Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fair Grounds).

**6. Productions Made for New Media**

The parties hereby confirm that the Basic Crafts Unions do not have jurisdiction over productions made for new media. [Note added by Local 399: Local 399 will organize new

media and negotiate terms comparable to the Black Book.]

**7. Meal Allowance for Certain Off-Production Drivers and Cook/Drivers**

*Revise Paragraph 18(k) so that it becomes Paragraph 18(k)(1) and add a new Paragraph 18(k)(2) as follows:*

“(2) Notwithstanding the foregoing, the parties agree that the Producer shall pay a meal allowance at the rate of \$40.00 per day to “off production” drivers who are tied to production (e.g., set dressing truck drivers) and cook/drivers, provided that the driver works more than twelve (12) hours per day, not counting meal periods.”

**8. CSATF Reimbursement of Fees for License and Medical Certificate Renewal**

*Add a new paragraph to the end of Article 18(a) as follows:*

“The parties agree that CSATF shall reimburse the fees paid by each driver listed on the Industry Experience Roster to renew his or her required driver’s license and medical certificate (medical certificate fee to be reimbursed no more than once per year). CSATF will provide the procedure for a driver to follow to obtain reimbursement. Requests for reimbursement must be submitted within ninety (90) days of the fee payment.”

**9. Gang Boss in Thirteen (13) Western States**

*In exchange for the Union’s agreement to withdraw with prejudice any pending grievances and arbitrations concerning Paragraph 55 of the 2007 Agreement, the parties agree to amend the last paragraph of Paragraph 55 as follows:*

"When local drivers are hired on a production on distant location in the thirteen (13) Western states (Alaska, Washington, Oregon, Montana, Idaho, Utah, Wyoming, Colorado, California, Nevada, Arizona, New Mexico and Hawaii), Producer shall either assign a Gang Boss subject to the provisions of Paragraph 62, "**Seniority**," to the production or shall designate a Gang Boss in Los Angeles who shall be paid not less than the number of hours worked each day by the local gang boss on the production."

**10. Industry Roster Removal for “Serious Misconduct” by Transportation Coordinator or Gang Boss**

*a. Add the following sentence to the end of Paragraph 62(f)(1)(i) and 62(f)(2)(i) concerning the removal by the Producer from the Studio Seniority Roster and the Industry Experience Roster, respectively:*

“The discharge for cause of a Transportation Coordinator (Occ. Code No. 3500) or Gang Boss (Occ. Code Nos. 3501 and 3502) that involves theft, falsification of records, fraud, embezzlement, self-dealing, or criminal conduct shall be deemed a

discharge for 'serious misconduct.' In its written notice of discharge for cause to the employee, Local Union and CSATF, the Producer shall indicate whether the discharge is for 'serious misconduct.'”

- b. *Modify Paragraph 62(f)(3)(i) concerning CSATF's removal of persons from the Rosters as follows:*

“(3) CSATF shall remove a person from the rosters of the industry for any of the following reasons:

“(i) After three (3) discharges for cause by signatory Producers under the above procedure, or after one discharge of a Transportation Coordinator (Occ. Code No. 3500) or Gang Boss (Occ. Code Nos. 3501 and 3502) for 'serious misconduct,' as that term is defined in Paragraph 62(f)(1)(i) and 62(f)(2)(i) above, by a signatory Producer under the above procedure, the employee and the Union shall be notified that the name of such employee is being automatically removed from all such rosters in the industry. Thereafter, such persons shall no longer be eligible for employment in the industry.”

- c. *Modify Paragraph 62(j) by adding the underlined language:*

“(j) Discharges

“Discharges shall not be affected by the seniority or preference provisions of this Agreement. Letters of termination written pursuant to Paragraph 62 (other than for a Transportation Coordinator (Occ. Code No. 3500) or Gang Boss (Occ. Code Nos. 3501 and 3502) discharged for 'serious misconduct') will be reviewed each calendar year by the Producer and the Union upon request. The review specified is not subject to the grievance procedure and there is no right conferred to approach the grievance procedure through the review herein specified.”

- d. *Add a new Article 7(e) that reads as follows:*

“(e) 'Serious Misconduct' by a Transportation Coordinator or Gang Boss

“In any grievance proceeding filed by a Transportation Coordinator (Occ. Code No. 3500) or Gang Boss (Occ. Code Nos. 3501 and 3502) protesting a discharge for 'serious misconduct,' the arbitrator must first decide whether the discharge was for cause and then, after such a finding, the arbitrator must next decide whether the discharge was for conduct that the Producer properly determined qualifies as 'serious misconduct' as provided in Paragraphs 62(f)(1)(i) and 62(f)(2)(i).”

**11. CSATF Renewed Enforcement of Roster Standards**

CSATF will renew enforcement of the requirement that each driver on the Industry Experience Roster have a valid California Class A, Class B or Class C driver's license, or the equivalent thereof, as applicable, and medical certificate (applicable to Class A and B license holders only). Ninety (90) days prior to the expiration of such license or medical certificate, CSATF will provide the driver and Local #399 with notice of the upcoming expiration of these documents. The driver shall provide CSATF with proof that he has renewed his driver's license and medical certificate within the ninety (90) day period. If the driver fails to do so, he shall be suspended from the Industry Experience Roster. During the time the person is so suspended from the Industry Experience Roster, the Producer is not obligated to call such person and such time shall not be counted by CSATF for purposes of advancing in roster grouping. CSATF will reinstate the driver to his former position on the Industry Experience Roster upon receipt of proof that the driver has a valid Class A, Class B or Class C driver's license, as applicable, and medical certificate.

**12. Forklift Recertification**

*Revise Paragraph 62(f)(5) to read as follows:*

“(5) A person on the Industry Experience Roster (or a person on both the Industry Experience Roster and a Studio Seniority Roster) who fails to successfully complete successfully legally-required industry safety courses within ninety (90) days after placement thereon, or to renew all required forklift certifications within ninety (90) days after notice by CSATF of the recertification deadline, shall be suspended temporarily removed from the Industry Experience Roster (and/or Studio Seniority Roster, if applicable). During the time the person is so suspended temporarily removed from such Roster, the Producer is not obligated to call such person and such time shall not be counted by CSATF for purposes of advancing in roster grouping on the Industry Experience Roster. Such person shall be reinstated to his former position on the Roster upon successful completion of such industry safety training courses or upon renewal of all required forklift certifications, as applicable. The requirement to renew forklift certifications and the consequences of a failure to renew such certifications by the recertification deadline shall also apply to ‘hyphenate’ driver/electricians and ‘hyphenate’ driver/laborers.”

**13. Traveler Program Sideletter**

a. *Revise the first paragraph of Paragraph (2) in the Traveler Program Sideletter to read as follows:*

“(2) The opportunity to operate empty vehicles which requires a Class 3 (C) license (restricted to non-towing of any equipment or transportation of crew personnel) such as crew cabs, five (5) ton trucks without air brakes (no cargo to or from location), maxi-vans (no passengers to or from location), station wagons or

pick-up trucks, whether taken from the studio or rented, shall first be offered to any person who has Industry Experience Roster status, without regard to Studio Seniority or Experience Roster Grouping status.”

- b. *Revise the last paragraph of Paragraph (2) in the Traveler Program Sideletter to read as follows:*

“This subparagraph (2) shall also be applicable to: (i) 5-ton trucks with air brakes used on ‘off production’ and (ii) empty maxi-vans which require a Class 2 (B) license.”

**14. Class A Driver’s License Requirement (Class B Driver’s License Holders in Group 1 Grandfathered and Hyphenate Drivers and Cook/Drivers Excepted)**

*Modify Paragraph 62(b) to read as follows:*

“(b) Maintenance of Industry Experience Roster

“Under prior collective bargaining agreements, signatory Producers have established an Industry Experience Roster, which will be maintained under this Agreement, composed of the names of employees subject to this Agreement who were included on said roster as of the signing of this Agreement and employees who thereafter satisfactorily fulfill all of the eligibility provisions set forth ~~under Industry Group 3,~~ below, including the actual performance of services hereunder in one or more of the job classifications covered by this Agreement in the production of motion pictures in the motion picture production industry in Los Angeles County or who have been hired hereunder in said county and performed such services outside said county. The physical maintenance of said roster shall be under the supervision of the Contract Services Administration Trust Fund.

“Except as hereinafter provided, any person listed as a driver on the Industry Experience Roster on July 31, 2010 must obtain, within the time period hereinafter specified, and maintain a valid California Class A driver’s license, or the equivalent thereof, and appropriate medical certificate in order to remain on said Roster. Such requirement shall also exist for anyone transferring from other classifications to driver classifications. Those persons listed as a driver on the Industry Experience Roster on July 31, 2010 who do not possess an appropriate Class A driver’s license on July 31, 2010 shall have one year (until August 1, 2011) within which to obtain a California Class A driver’s license and to present a copy of said license to CSATF. If any such person fails to meet this requirement, he or she shall be suspended from the Industry Experience Roster. During the time the person is so suspended from the Industry Experience Roster, the Producer is not obligated to call such person and CSATF shall not count any time during which the person is so suspended for purposes of advancing in roster grouping. The foregoing requirements to obtain and maintain a Class A driver’s license shall not apply to any person listed as a driver in Industry Group 1 of the Roster on July 31, 2010 who possesses a Class B driver’s license on July 31, 2010 nor to anyone employed as a

'hyphenate' driver/craftsperson (Occ. Code No. 3513) or a cook/driver (Occ. Code No. 3512).

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“Industry Group 1 of said Industry Experience Roster shall be composed of all such persons ~~on said~~who were in Industry ~~Experience Roster~~Group 1 as of July 31, ~~2007~~2010.”

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“In addition, a person with at least ten (10) years of experience as a courier/driver shall be added to Industry Group 1 of the Industry Experience Roster, provided that such person otherwise satisfies the standards for Roster placement administered by CSATF (including, but not limited to, the requirement that the applicant possess a valid Class A driver’s license at the time of application and that the applicant successfully complete alcohol and controlled substance testing). It is understood that the ten (10) years of experience set forth in this provision must consist of full-time experience (at least 1600 hours per year) with a single employer as a courier/driver in the State of California within the twelve (12) years immediately preceding the person’s application for roster placement. It is further understood that placement on the Roster pursuant to this provision shall be without regard to the union affiliation of the applicant or of the applicant’s previous employers.”

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“Additional persons may be added to Industry Group 1 through the procedure set forth in Industry Group 2 below.”

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“Industry Group 2 of said Industry Experience Roster shall be composed of all such persons who were in Industry Group 2 as of July 31, ~~2007~~2010. Additional persons may be added to Industry Group 2 as provided under Industry Group 3 below.”

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“Persons in Industry Group 2 shall be transferred to Industry Group 1 upon completion of ten (10) years on the Industry Experience Roster. All such transfers shall be made within each respective related job classification grouping only, as such groups are set forth in subparagraph 62(d) below.”

\_\_\_\_\_  
~~“Employees on the Industry Experience Roster in occupation codes 3501 through 3525 must obtain and maintain a valid California Class A driver’s license, or the equivalent thereof, and appropriate medical certificate in order to be moved to or remain in Industry Group 1 or Group 2. Such requirement shall also exist for anyone transferring from other classifications to such occupational codes referred to herein. This requirement shall not apply to those persons who were placed in Industry Group 1 or 2 before the Class A (formerly Class 1) license requirement went into effect.”~~

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“Industry Group 3 of said Industry Experience Roster shall be composed of all such persons who were in Industry Group 3 as ~~follows:~~of July 31, 2010.”

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“~~A~~In addition, a person who performs services in the job classifications covered by this Agreement for a total thereafter of at least thirty (30) actual workdays within a consecutive 365-day period collectively with one or more Producers engaged in



the production of motion pictures in the Motion Picture Industry in Los Angeles County (under a collective bargaining agreement containing the same seniority provisions as those contained herein) shall have his work record reviewed by CSATF, provided that at least one of such workdays was performed within the 365 consecutive day period immediately preceding the date of his submitting an application to be placed on said Industry Experience Roster.

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“In addition, a person with at least five (5) years of experience as a courier/driver shall be added as a driver to Industry Group 3 of the Industry Experience Roster, provided that such person otherwise satisfies the standards for Roster placement administered by CSATF (including, but not limited to, the requirement that the applicant possess a valid Class A ~~or Class B~~ driver’s license at the time of application and that the applicant successfully complete alcohol and controlled substance testing). It is understood that the five (5) years of experience set forth in this provision must consist of full-time experience (at least 1600 hours per year) with a single employer as a courier/driver in the State of California within the ten (10) years immediately preceding the person’s application for roster placement. It is further understood that placement on the Roster pursuant to this provision shall be without regard to the union affiliation of the applicant or of the applicant’s previous employers.

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“Each applicant for roster placement shall have the burden of establishing his or her eligibility. Such application shall be subject to appropriate verification by CSATF. The parties hereby confirm that I-9 information must be provided to CSATF as a condition of placement on the Industry Experience Roster. If it is determined that any such applicant possesses the necessary work experience (as set forth above), then such applicant’s name shall be placed in Group 3 of the Industry Experience Roster as of the date of the completion of the work experience which was the basis for applicant’s eligibility (herein referred to as Roster date), subject to ~~both of~~ the following conditions:

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~~“(1) such Driver must~~ Any person added to the Roster as a driver must: (1) possess a valid Class A ~~or Class B~~ California Driver’s License at the time of application; and (2) ~~such Driver must~~ satisfactorily pass a prescribed physical examination administered by medical doctors designated by CSATF.

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“Persons in Industry Group 3 who possess a Class A license shall be transferred to Industry Group 2 after two (2) years on the Industry Experience Roster.

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“Notwithstanding anything to the contrary in this Paragraph 62, a person employed as a ~~“hyphenate”~~ driver/craftsperson (Occ. Code No. 3513) or as a cook/driver (Occ. Code No. 3512) shall not be required to possess a valid California Class A or Class B driver’s license ~~as a condition of placement~~ to be placed or to remain on the Local #399 Industry Experience Roster. Any such person who has satisfied the work experience requirement for roster placement may be placed in Industry Group 3 of the Local #399 Industry Experience Roster. However, such person may not be transferred to Industry Group 2 until he/she has obtained a valid California Class A license.”

15. **Daily Rundown**

*Add a new Paragraph 15.1 to the Agreement as follows:*

**“15.1 Daily Rundown**

“Effective January 1, 2011, the Producer shall, on a daily basis, provide to the Union a “rundown sheet” which shall include the following information: the name of each driver the Producer intends to employ the following day, the name of the production on which the driver is to be employed, the driver’s anticipated call time and the piece of equipment that the driver is expected to drive. The parties agree that this information is supplied with the understanding that the names of those drivers actually employed may differ from the names listed, the actual start times may vary from the anticipated call time, and the production and piece of equipment to which the driver is assigned may change.”

16. **Paragraph 38, “Sixth Day Worked on Distant Location”**

*Revise Paragraph 38 to read as follows:*

“38. Sixth Day Worked on Distant Location

“~~The~~Subject to any overtime requirements of this Agreement, the sixth day worked in an employee’s workweek on distant location is a straight time day.”

17. **Alcohol and Controlled Substance Testing**

The parties have agreed to insert a new Paragraph 85.1, entitled “*Alcohol and Controlled Substance Testing*,” in the Agreement. The new Paragraph 85.1 shall supersede any and all prior agreements and understandings between the Producers and the Union with respect to alcohol and controlled substance testing and shall read as follows:

**“85.1. Alcohol and Controlled Substance Testing**

“(a) Preamble

“U.S. Department of Transportation regulations set forth in Title 49 of the Code of Federal Regulations (‘CFR’), Parts 40 and 382 (the ‘DOT Regulations’) require employers of individuals who possess commercial drivers’ licenses and operate, or stand in readiness to operate, commercial motor vehicles to establish a program to test their drivers for alcohol and controlled substance use. Producers and the Union reaffirm their commitment to maintain a safe, healthful and efficient working environment and to comply with all applicable laws, as they now exist or may exist in the future, governing alcohol and controlled substance testing.

“It is understood and agreed that Producers have the obligation and right to require alcohol and controlled substance testing of those individuals who possess commercial driver’s licenses and perform ‘safety-sensitive functions’ as that term is

defined in the DOT Regulations and includes but is not limited to individuals who operate, or who stand in readiness to operate, a commercial motor vehicle under the terms of this Agreement ('Safety-Sensitive Function(s)').

"The objectives of this alcohol and controlled substance testing program (the 'Testing Program') are:

"(1) to establish a testing program designed to meet the requirements of the DOT Regulations relating to alcohol and controlled substance testing of individuals who possess a commercial driver's license and who operate, or stand in readiness to operate, commercial motor vehicles for Producers under the terms of this Agreement;

"(2) to maintain and make available to Producers a pool of drivers that has been tested as required by the DOT Regulations so as to be in readiness to fill the Producers' employment requirements without the need for duplicative pre-employment testing; and

"(3) to eliminate the need for time-consuming and duplicative pre-employment testing of drivers, which might otherwise render such drivers unavailable for work assignments, recognizing that drivers in the motion picture and television industry are employed on a freelance basis, frequently for many different Producers over the course of a year, on assignments of varying duration.

"This Testing Program will be administered in accordance with the DOT Regulations. The Union agrees that it shall not challenge or otherwise protest the validity or legality of the Testing Program. The Producers agree that they will not seek to hold the Union liable if said program is found not to be in compliance with law or regulations and the Union agrees that it will not seek to hold the Producers or CSATF liable if said program is found not to be in compliance with law or regulations.

"(b) Testing Administration

"(1) Contract Services Administration Trust Fund ('CSATF') shall be the Consortium/Third-party Administrator or 'C/TPA' of the Testing Program as that term is defined in the DOT Regulations. Each Producer that desires to participate in the Testing Program shall complete, execute and return to CSATF a Consortium Agreement and any other documents required by CSATF ('Consenting Producer'). Any Producer that fails to complete, execute and return such documentation to CSATF shall not participate in the Testing Program and shall bear sole responsibility for compliance with legally-mandated alcohol and controlled substance testing requirements.<sup>1</sup>

"(2) Each Consenting Producer agrees to comply with the procedures set forth in this Paragraph 85.1. Quarterly each year, CSATF shall provide the Union with a list of all Consenting Producers.

"(3) Each Consenting Producer shall inform CSATF of the identity or identities of any person or persons it has authorized to serve as a designated employer representative ('DER'). A DER is an individual identified by a Consenting Producer as

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<sup>1</sup> It is understood that any entity operating under the Consenting Producer's U.S. DOT number shall automatically be covered under the Consenting Producer's Consortium Agreement without the necessity for separately completing, executing and returning to CSATF a Consortium Agreement.

being authorized to receive communications and test results from CSATF or other service agents, such as a medical review officer or substance abuse professional, and who is authorized to take immediate actions to remove employees from performing Safety-Sensitive Functions and to make required decisions in connection with the Testing Program. The DER must be an employee of the Consenting Producer.

“(4) It is understood that none of the provisions of this Paragraph 85.1 shall be applicable to any of the following: (i) individuals hired pursuant to the provisions of Paragraph 30 of this Agreement, (ii) employees of the Union, (iii) Location Managers who do not perform Safety-Sensitive Functions, (iv) Animal Trainers who do not perform Safety-Sensitive Functions, (v) Wranglers who do not perform Safety-Sensitive Functions or (vi) any dispatcher, autoservice person or mechanic who is specifically designated by a Consenting Producer as not being required to perform Safety-Sensitive Functions, at any time, in the course of performing services under this Agreement for such Consenting Producer (collectively ‘Excluded Employees’). It is agreed that each Producer, including each Consenting Producer, shall bear individual responsibility for compliance with alcohol and controlled substance testing mandates, if any, with respect to such Excluded Employees.

“(5) The cost of administering this Testing Program shall be borne by CSATF with contributions made by Producers.

“(c) Testing Procedures

“CSATF shall maintain a list of approved collection facilities, including facilities located throughout as much of Los Angeles County as possible. CSATF shall endeavor to maintain a list of approved collection facilities near popular distant locations, as the same may change from time to time. CSATF shall maintain a current list of, and information about, approved collection facilities on its website at [www.csatf.org](http://www.csatf.org). Individuals also may call CSATF at 818-565-0550, ext. 1140 or 1141, for the most recent information on approved collection facilities.

“All of the tests required by this Testing Program shall be performed at laboratories certified by the Substance Abuse and Mental Health Services Administration (‘SAMHSA’).

“In accordance with DOT Regulations, all test results will be reviewed and verified by a Medical Review Officer (‘MRO’).

“The test results will be sent to CSATF and, where applicable, to the DER of the employing Consenting Producer.

“CSATF will notify all Consenting Producers when individuals are removed from the Industry Experience Roster, are not eligible for placement on the Industry Experience Roster and/or are reinstated to the Industry Experience Roster.

“(d) Positive Test Results

“For purposes of the Testing Program, a positive test shall mean any result that is deemed to be positive in accordance with the DOT Regulations (e.g., a positive test on a controlled substance test, an alcohol test that shows a concentration of 0.04 or greater) or a refusal to submit to an alcohol or controlled substance test as defined in 49 CFR §382.107 (a ‘Positive Test Result’). In the case of an alcohol test that shows a

concentration of 0.02 or greater, but less than 0.04, the employee may not perform Safety-Sensitive Functions for at least twenty-four (24) hours after administration of the test, as required by DOT Regulations.

“Pursuant to the DOT Regulations, an individual who has received a Positive Test Result, including a refusal to test resulting from the adulteration or substitution of a urine sample, may, within seventy-two (72) hours after notification of such Positive Test Result, request and have a split specimen test.

“An individual who receives a Positive Test Result shall be referred to the Substance Abuse Professional (‘SAP’) designated by CSATF. The current SAP is:

“John Lewis  
Prevention/Recovery Specialist  
National Council on Alcoholism and Drug Dependence  
24460 Lyons Avenue  
Santa Clarita, CA 91321  
Telephone: (661) 253-9400  
Fax: (661) 253-9403

“CSATF may designate a different SAP at any time by providing notice to the Union and the Consenting Producers.

“The SAP will determine what assistance, if any, the individual needs in resolving problems associated with alcohol misuse and controlled substance use. The SAP also will advise the individual of other available counseling services. The SAP shall evaluate whether an individual is authorized to return to duty after any required waiting period and, in accordance with the DOT Regulations, shall order mandatory follow-up testing, as more fully addressed in subparagraph 85.1(e)(5).

“(e) Types of Tests

“As set forth below, there are five (5) different situations in which individuals will be required to submit to alcohol or controlled substance testing.

“(1) Pre-employment Controlled Substance Testing

“Producers and the Union acknowledge that at the time the Testing Program was initiated, each individual whose name appeared on the Industry Experience Roster established under Paragraph 62 of this Agreement and who possessed a Class A or unrestricted Class B commercial driver’s license was required to take a pre-employment test, and only those individuals who tested negative were allowed to remain on said Industry Experience Roster. Since that time, any individual possessing a Class A or unrestricted Class B commercial driver’s license has been added to the Industry Experience Roster in the driver classifications only if he had taken a pre-employment test, the result of which was negative.

“Any individual possessing a Class A or unrestricted Class B commercial driver’s license will be added to the Industry Experience Roster in the driver classifications only after he has taken a pre-employment test, the result of which is negative. In addition, before any individual not on the Industry Experience Roster performs any Safety-Sensitive Function for a Consenting Producer under the terms of this

Agreement, such individual shall take a pre-employment test, the result of which is negative.

“Any individual who is unavailable for random controlled substance testing for more than thirty (30) days, for any reason, including but not limited to disability, illness, vacation, leave of absence or the performance of work that is not covered under the terms of this Agreement, shall take a pre-employment test, the result of which is negative, before returning to perform any Safety-Sensitive Function under the terms of this Agreement.

“Pre-employment testing will be conducted on an individual’s own time. CSATF shall pay the cost of a pre-employment test required under this provision if the test is conducted at a CSATF-approved testing facility.

“(2) Reasonable Suspicion Alcohol and Controlled Substance Testing

“Reasonable suspicion testing conducted pursuant to 49 CFR § 382.307 shall be considered work time. The individual will be transported by a representative of the Consenting Producer to a CSATF-approved testing facility. CSATF will pay the cost of the reasonable suspicion test if the test is conducted in the Los Angeles area at a CSATF-approved testing facility. The Consenting Producer for whom the individual is employed shall pay the cost of any reasonable suspicion test conducted outside of the Los Angeles area. The Consenting Producer shall inform CSATF if an individual receives a Positive Test Result in a reasonable suspicion test.

“An individual who is tested based upon reasonable suspicion shall be suspended without pay until receipt of the test result. If the test result is negative, the Consenting Producer shall reinstate the individual to his prior assignment with back pay and fringe benefits for the period of time during which the individual would have been employed, subject to an intervening layoff or except under circumstances that otherwise led to or would lead to disciplinary action, including termination.

“(3) Post-Accident Testing

“Post-accident testing shall be conducted as required by the DOT Regulations, including 49 CFR § 382.303.

“In all cases, post-accident testing shall be considered work time. CSATF will pay the cost of the post-accident test if the test is conducted in the Los Angeles area at a CSATF-approved testing facility. The Consenting Producer for whom the individual is employed shall pay the cost of any post-accident test conducted outside of the Los Angeles area. The Consenting Producer shall inform CSATF if an individual receives a Positive Test Result in a post-accident test.

“(4) Random Alcohol and Controlled Substance Testing

“(i) Random Alcohol Testing

“The random alcohol testing pool shall consist of every individual in the Consenting Producers’ employ on a given day who possesses a Class A or unrestricted Class B commercial driver’s license and is assigned to perform any Safety-Sensitive Function on that day. To that end, each Consenting Producer shall notify CSATF, by fax or e-mail, no later than 8:00 a.m. each business day (i.e., Monday

through Friday excluding holidays), of the name of each individual employed by the Consenting Producer on that day who possesses a commercial driver's license and is assigned to perform any Safety-Sensitive Function, the last four digits of the social security number and/or the entire driver's license number of each such individual, the name of the Consenting Producer's DER and the DER's contact information ('Daily Hire List').

“When a Consenting Producer's DER is notified by CSATF that an individual in the employ of the Consenting Producer has been selected to submit to a random alcohol test, the Consenting Producer shall require that, upon notification, the individual proceed immediately to a testing site as required by 49 CFR § 382.305 (l).

“The time needed to take a random alcohol test (including travel time from the work site to the CSATF-approved testing facility and return travel time from the CSATF-approved testing facility to the work site) shall be considered work time. CSATF shall pay the cost of the random alcohol test if the test is conducted at a CSATF-approved testing facility. The Consenting Producer shall pay the cost of the random alcohol test if the designated DER of the Consenting Producer expressly directed the individual to test at a testing facility not approved by CSATF.

“(ii) Random Controlled Substance Testing

“(A) The random controlled substance testing pool shall consist of each individual on the Industry Experience Roster who possesses a Class A or unrestricted Class B commercial driver's license and each individual not on the Industry Experience Roster who performs any Safety-Sensitive Function for a Consenting Producer under the terms of this Agreement. CSATF shall add the name of any individual who appears on a Daily Hire List to CSATF's random controlled substance testing pool if such individual's name is not already included in that pool, provided such individual takes a pre-employment test as set forth in subparagraph (e)(1) above and the result of that test is negative.

“(B) When the name of an individual selected for random controlled substance testing appears on a Consenting Producer's Daily Hire List, CSATF shall notify the Consenting Producer's DER that such individual has been selected to submit to a random controlled substance test. The Consenting Producer shall notify such individual that he has been selected to submit to a random controlled substance test in accordance with Part 382 of the DOT Regulations. The Consenting Producer shall require that upon such notification the individual proceed immediately to a testing site as required by 49 CFR § 382.305 (l).

“If an individual is employed by a Consenting Producer at the time he is called to test, the time needed to take a random controlled substance test (including travel time from the work site to the CSATF-approved testing facility and return travel time from the CSATF-approved testing facility to the work site) shall be considered work time and shall be paid by the Consenting Producer. CSATF shall pay the cost of the random controlled substance test if the test is conducted at a CSATF-approved testing facility.

“If an individual is employed by a non-Consenting Producer at the time he is called to test, the time needed to take a random controlled substance test (including travel time from the work site to the CSATF-approved testing facility and return travel time from the CSATF-approved testing facility to the work site)

shall be considered work time and shall be paid by the non-Consenting Producer. CSATF shall pay the cost of the random controlled substance test if the test is conducted at a CSATF-approved testing facility. A non-Consenting Producer shall immediately release any individual called to take a random controlled substance test as required by 49 CFR §382.305 (l).

“(C) When the name of an individual selected for random controlled substance testing does not appear on a Consenting Producer’s Daily Hire List, either CSATF or an authorized agent of the Consenting Producers shall notify the individual that he has been selected to submit to a random controlled substance test in accordance with Part 382 of the DOT Regulations and that he must proceed immediately to a testing site; provided, however, that if the individual is performing a Safety-Sensitive Function, other than driving a commercial motor vehicle, the individual shall cease to perform the Safety-Sensitive Function and proceed to the testing site as soon as possible.

“When an individual is notified to proceed to test on a day when he is not employed by a Consenting Producer under this Agreement, CSATF shall pay him a stipend of thirty dollars (\$30.00), from which no withholdings will be made. The stipend shall not constitute compensation for hours worked for any purpose under this Agreement, including but not limited to benefit plan contributions. In order to receive this stipend, the individual must complete and submit a Stipend Acknowledgment Form to be provided by CSATF and must update, if necessary, all required documentation on file with CSATF (e.g., signed acknowledgment of receipt of current Testing Program, current driver’s license, current medical card, current I-9 and updated personal information form). CSATF shall pay the cost of the random controlled substance test if the test is conducted at a CSATF-approved testing facility.

“(D) Each individual shall be obligated to keep CSATF informed of his contact information, including his phone number(s), so that he can be reached if selected for random controlled substance testing. If a Consenting Producer, an authorized agent of the Consenting Producers or CSATF is unable to contact an individual, the Union will be contacted to verify the individual’s contact information. If a Consenting Producer, an authorized agent of the Consenting Producers or CSATF attempts but is unable to make direct contact on three (3) occasions with an individual who is selected for random controlled substance testing, records the date, time and method by which it attempted to contact such individual and if twenty-four (24) hours elapses after the first attempt was made to contact the individual, then such individual will be deemed unqualified for employment. CSATF shall notify the Union and the Consenting Producers’ DERs of such individual’s unqualified status. CSATF shall also send a letter to the last known address of the individual to notify the individual of his unqualified status. Such individual shall be deemed qualified for employment only after he contacts CSATF and takes a controlled substance test, the result of which is negative. CSATF shall promptly notify the Union and the Consenting Producers’ DERs when such individual is deemed qualified for employment.

“(E) Temporary Unavailability

“An individual who is temporarily unavailable to perform Safety-Sensitive Functions under this Agreement for any reason, including but not limited to disability, illness, vacation, leave of absence or the performance of work that is not covered under the terms of this Agreement, may request to be designated as temporarily unavailable for testing. In order for an individual to be so designated, he shall advise CSATF, in writing, at least twenty-four (24) hours prior to the start of his



unavailability. Such notification shall include the individual's name, the beginning date of the individual's unavailability, the ending date of the individual's unavailability, if known, and the last four digits of the individual's social security number. An individual who does not know the ending date of his unavailability at the time he provides notice of unavailability to CSATF shall advise CSATF in writing of the ending date of his unavailability as soon as he knows such date. An e-mail sent to testing@csatf.org shall satisfy the writing requirement. An individual may also utilize an on-line form on CSATF's website at www.csatf.org to submit a notice of unavailability; temporary unavailability of the on-line form (e.g., due to technical problems) does not absolve the individual of his responsibility to notify CSATF using any of the other methods described above.

“During the individual's period of temporary unavailability, CSATF shall temporarily remove that individual's name from the Industry Experience Roster. CSATF also shall notify the Union when an individual is unavailable. The Union agrees that it will remove that individual's name from the list of individuals who are eligible to work.

“An individual who has made himself temporarily unavailable shall not be called to test during his designated period of unavailability. Any individual who is temporarily unavailable for random controlled substance testing for more than thirty (30) days shall not be reinstated to the Industry Experience Roster or be eligible to perform Safety-Sensitive Functions under this Agreement until he has taken a pre-employment test, the result of which is negative.

“Once the individual's period of temporary unavailability ends, CSATF will promptly restore the individual to his former Industry Experience Roster status, provided that it has been notified by the individual that he is now available for testing and, if applicable, that he has taken a pre-employment controlled substance test, the result of which is negative. CSATF will also notify the Union that it has restored the individual to his former Industry Experience Roster status and advise the Union that the individual may now be added to the Union's eligible-to-work list.

“(5) Return-to-Duty and Follow-up Alcohol and Controlled Substance Testing

“An individual who has received a first strike (as defined in subparagraph (f)(1) below) and has been evaluated and been authorized to return to work by the SAP shall be required to take a return-to-duty test. CSATF shall pay the cost of the SAP's initial and return-to-duty evaluations. The individual shall pay the cost of the return-to-duty test. The time spent being evaluated by the SAP and traveling to and taking a return-to-duty test shall not be considered work time.

“In accordance with the DOT Regulations, the SAP shall order, at a minimum, six (6) unannounced follow-up tests as a condition of an individual's eligibility to perform Safety Sensitive Functions. Follow-up tests shall be in addition to any random alcohol and/or controlled substance tests that the individual may be required to take. CSATF shall pay the cost of follow-up tests ordered by the SAP. If employed by a Consenting Producer, the time spent traveling to and taking a follow-up test shall be considered work time.

“In accordance with DOT Regulations, return-to-duty and follow-up tests (including the act of urination) shall be directly observed by the collector.

“(f) Consequences of a Positive Test Result

“(1) First ‘Strike’

“An individual who has a Positive Test Result shall have a ‘strike’ placed on his record by CSATF. An individual on the Industry Experience Roster who has one strike on his record shall be terminated and removed from the Industry Experience Roster and removed from the testing pool by CSATF and shall be ineligible for employment under this Agreement until after a waiting period of two (2) months or such longer time as may be required by the SAP. However, the waiting period for application for reinstatement to the Industry Experience Roster and eligibility for reemployment shall be twelve (12) months if the individual engaged in conduct of the type described in 49 CFR § 391.15(c)(2) (driving a commercial motor vehicle while under the influence of alcohol; driving a motor vehicle while under the influence of proscribed drugs or substance; transportation, possession or unlawful use of proscribed drugs or substance while on on-duty time; leaving the scene of an accident that resulted in injury or death; a felony involving the use of a motor vehicle; a refusal to give a urine sample to be used for testing when the driver has been involved in a fatal accident; a Positive Test Result for controlled substance use when the driver has been involved in a fatal accident). An individual not on the Industry Experience Roster who has a Positive Test Result shall be terminated, shall be removed from the testing pool by CSATF and shall be ineligible for employment under this Agreement or from making application to the Industry Experience Roster until after a waiting period of at least twelve (12) months.

“CSATF shall notify the affected individual, the Consenting Producers and the Union of the individual’s removal from the Industry Experience Roster and/or ineligibility for employment. The time during which an individual is removed from the Industry Experience Roster due to a Positive Test Result will not be counted for purposes of advancing roster grouping.

“After the appropriate waiting period, such individual may reapply for employment under this Agreement, make application or seek reinstatement to the Industry Experience Roster and be returned to the testing pool, as the case may be, provided that the individual has been treated by the SAP, has complied with the SAP’s recommended treatment program, has been cleared for re-employment by the SAP, has taken a return-to-duty test, the result of which is negative, and has executed all paperwork required for the return-to-duty test result, SAP evaluation and the SAP’s return-to-work authorization to be forwarded to CSATF. CSATF shall promptly notify all Consenting Producers’ DERs that the individual has been reinstated to the Industry Experience Roster.

“Effective as of January 1, 2009, CSATF shall remove from an individual’s record a first strike resulting from a Positive Test Result received in connection with a random alcohol or controlled substance test, provided that ten (10) years have elapsed from the date of the random test that resulted in the first strike and, provided further, that during that time, the individual does not have a second strike placed on his record. However, even if CSATF removes a first strike from an individual’s record, any discipline imposed by a Consenting Producer in connection with the random test that resulted in the first strike, including but not limited to a termination for cause or the issuance of a ‘no-hire’ letter, shall remain in full force and effect with respect to that

Consenting Producer and nothing herein shall obligate that Consenting Producer to employ or reemploy at any time an individual whose first strike has been removed by CSATF.

“An individual who has two (2) strikes on his record prior to January 1, 2009 shall not have his first strike removed from his record by CSATF, nor be permitted to reapply for placement on the Industry Experience Roster nor be permitted to reapply for employment under this Agreement.

“Nothing herein shall preclude a Consenting Producer from imposing discipline, including a discharge for cause, on any of its employees who receives a Positive Test Result while in its employ. Any such discipline, as distinguished from the validity of the test that led to the discipline, may be grieved by the Union in accordance with Article 7 of this Agreement. Moreover, a Consenting Producer may, in addition to legally precluding an individual in its employ whose alcohol test result shows a concentration of 0.02 or greater, but less than 0.04, from performing Safety-Sensitive Functions until the start of the individual’s next regularly scheduled duty period, but no less than twenty-four (24) hours following administration of the test, have a company policy providing for additional consequences for such a test result.

“(2) Second Strike

“An individual on the Industry Experience Roster who has a Positive Test Result within ten (10) years after a first strike is placed on his record shall have a second strike placed on his record, shall be terminated, shall be denied future employment under this Agreement, shall be removed from the Industry Experience Roster and may not reapply in the future.

“An individual not on the Industry Experience Roster who has a Positive Test Result within ten (10) years after a first strike is placed on his record shall be terminated, shall be denied future employment under this Agreement and shall not at any time in the future apply for placement on the Industry Experience Roster.

“CSATF shall notify the affected individual, the Consenting Producers and the Union of the individual’s removal from the Industry Experience Roster and/or ineligibility for employment.

“(g) Dispute Resolution

“(1) ‘No-show’ Hearing Panel

“An individual who fails to proceed to a testing facility within the time mandated by applicable DOT regulations when notified that he is required to take a random controlled substance test (a ‘no-show’) shall be deemed to have tested positive. All such failures to test shall be subject to the rule of reasonableness. If CSATF or a Consenting Producer determines that such failure to test was reasonable under the circumstances or beyond the control of the individual, the failure to test shall not be deemed a positive test. Where applicable, documentation may be required by CSATF or a Consenting Producer to establish that the failure to test was reasonable or beyond the control of the individual.

“In order to challenge a no-show determination made by CSATF or a Consenting Producer, an individual on the Industry Experience Roster who claims that

his failure to test was reasonable or beyond his control must take, within twenty-four (24) hours after first being notified that he was required to test, on his own time and at his own expense, a substitute controlled substance test at a CSATF-approved collection facility. If the individual has executed all paperwork required for the result of the substitute test to be forwarded to CSATF and the result of the substitute test is negative, then, the Union may, within ten (10) business days following its receipt of notice from CSATF that the individual was removed from the Industry Experience Roster as a result of a failure to report for random controlled substance testing, submit to CSATF a written protest of the removal and request that a hearing panel comprised of two (2) representatives appointed by CSATF and two (2) representatives appointed by the Union be convened to meet and review the circumstances and determine whether the failure to test was reasonable or beyond his control. Between the time that the negative result of the substitute test has been provided to CSATF and the decision (or deadlock) of the hearing panel, the individual shall be temporarily reinstated to the Industry Experience Roster. Any decision by a simple majority of the hearing panel shall be final and binding upon all parties.

“If the hearing panel deadlocks, the individual may then proceed to arbitration under Paragraph 85.1(g)(2) below. The individual shall remain temporarily reinstated to the Industry Experience Roster pending the decision of the arbitrator. An individual seeking to challenge a no-show determination may not proceed to arbitration under Paragraph 85.1(g)(2) unless the matter was first submitted to a hearing panel in accordance with this Paragraph 85.1(g)(1).

“(2) Expedited Arbitration

“Any individual not on the Industry Experience Roster who has been deemed ineligible to work as a result of a Positive Test Result or any individual who has been removed from the Industry Experience Roster as a result of a Positive Test Result may initiate the following exclusive procedure to review such ineligibility for employment or removal:

“(i) A protest shall be submitted in writing to CSATF within fourteen (14) calendar days of the notice to the Union and the individual of the individual’s removal from the Industry Experience Roster or, in the case of an individual not on the Industry Experience Roster, within fourteen (14) days of becoming ineligible for employment.

“A protest shall be heard by a sole neutral arbitrator in a special expedited arbitration to be held within three (3) working days, or as soon as practicable, after receipt by CSATF of the written protest. The arbitrator shall be selected from a seven (7)-member alcohol and substance testing panel to be mutually agreed upon by the parties. Unless the parties mutually select an arbitrator from the panel within twenty-four (24) hours of CSATF’s receipt of the protest, the arbitrator who is first available to conduct the hearing shall be selected. There shall be neither post-hearing briefs nor verbatim transcript of the proceedings. Any party choosing to use legal counsel shall do so at its own expense and shall notify the other party.

“(ii) The arbitrator shall determine only if the procedures set forth in this Paragraph 85.1 and applicable statutes and regulations were properly followed.

“(iii) The arbitrator’s remedial powers in such a special proceeding shall be limited to those consistent with the objectives of this Paragraph 85.1 and with applicable statutes and regulations. In the event that the arbitrator rules in favor of the individual, the arbitrator shall require the individual to take a new test and may restore the individual’s eligibility to work or roster status pending the result thereof or make such restoration conditioned on the negative result of such test. CSATF shall pay for the new test.

“(iv) The arbitrator is encouraged to render a bench decision at the close of the hearing, when possible, but, in any event, a written award deciding the matter must be issued within forty-eight (48) hours following the close of the hearing.

“(v) The decision of the arbitrator will be final and binding on all parties. The costs of the arbitration shall be shared equally between CSATF and the Union.

“(vi) In those arbitrations involving the reasonableness of an individual’s failure to test following a deadlock of the hearing panel as provided in subparagraph (g)(1) above (a ‘No-Show Arbitration’), the decision of the arbitrator shall be non-precedential and non-citable in subsequent No-Show Arbitrations involving any other individual.

“(vii) CSATF, on behalf of the Consenting Producers, and the Union, on behalf of the affected individual, shall be the parties to any expedited arbitration brought under this Paragraph 85.1(g)(2).

“The foregoing procedures shall not apply to individuals who have never worked under the terms of the Local #399 Agreement.

“(h) Refusals of Unexpected Work Assignments

“An employee who is dismissed without another call and is subsequently given a call that commences sooner than four (4) hours after the employee has consumed alcohol may refuse such call by explaining the reason therefor and such refusal will not count as a refusal to accept employment for purposes of subparagraphs 62(f)(1)(iii) or 62(f)(2)(ii) of this Agreement; provided that this type of refusal may not be used by an employee more than five (5) times in the aggregate with the Consenting Producers within a twelve (12) month period.

“(i) Consenting Producers’ Policy and Educational Materials

“Each Consenting Producer agrees that this Paragraph 85.1 shall constitute all or part of its Alcohol and Controlled Substance Testing Policy required by 49 CFR § 382.601.

“Producers and the Union acknowledge that at the time the Testing Program was initiated, and periodically thereafter, CSATF provided educational materials explaining the requirements of the DOT Regulations and the policies and procedures with respect to meeting these requirements to each individual whose name appeared on the Industry Experience Roster and who possessed a Class A or unrestricted Class B commercial driver’s license. Additionally, since the Testing Program was initiated, CSATF also has provided these materials to each individual possessing a Class A or unrestricted Class B commercial driver’s license who has been added to the Industry

Experience Roster. CSATF shall continue to provide such educational materials and a copy of this Paragraph 85.1 to each individual possessing a Class A or unrestricted Class B commercial driver's license who is added to the Industry Experience Roster. Each individual participating in the Testing Program shall sign and return to CSATF an acknowledgment of receipt of these materials.

“Individuals who have any questions about the distributed educational materials or the Testing Program may contact the Union, a Consenting Employer's DER or CSATF's Coordinator of the Alcohol and Controlled Substance Testing Program.

“In accordance with Paragraph 85 of this Agreement, nothing in this subparagraph 85.1(i) precludes a Consenting Producer from promulgating or enforcing additional rules or policies regarding alcohol and/or controlled substance use or testing. However, no such rule may conflict with the provisions of this Paragraph 85.1.

“(j) Training Program

“Supervisory personnel (including dispatchers, gang bosses and transportation coordinators) shall attend training programs as set forth below. The training program shall include at least the following elements:

“(1) The effects and consequences of controlled substance and alcohol use on personal health, safety and the work environment;

“(2) The manifestations and behavioral causes that may indicate the use or abuse of controlled substance or alcohol; and

“(3) Documentation of training given to such supervisory personnel.

“No gang boss or transportation coordinator shall be assigned to a group of employees until he has been trained.”

**FOR THE ALLIANCE OF MOTION PICTURE & TELEVISION PRODUCERS, ON BEHALF OF THE COMPANIES LISTED ON EXHIBIT "A" ATTACHED HERETO AND THOSE PRODUCERS WHICH HAVE EFFECTIVELY CONSENTED TO BE PART OF SAID MULTI-EMPLOYER BARGAINING UNIT**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Carol A. Lombardini, President

**FOR STUDIO TRANSPORTATION DRIVERS, LOCAL #399**

\_\_\_\_\_  
Date: \_\_\_\_\_  
Leo T. Reed, Secretary-Treasurer

**EXHIBIT A**  
**2010 LOCAL #399 AUTHORIZATION LIST**

ABC Studios	Muppets Productions, Inc.
Alcon Entertainment, LLC	
Alcon Film Fund, LLC	New Regency Productions, Inc.
Bandersnatch Films, Ltd.	Open 4 Business Productions LLC
Bonanza Productions Inc.	
	Paramount Pictures Corporation
Cast & Crew Production Payroll, LLC	
CBS Films Inc.	Screen Gems Productions, Inc.
CBS Studios Inc.	Smith and Jones Films Inc.
Columbia Pictures Industries, Inc.	Sneak Preview Productions, Inc.
Corapeake Productions, Inc.	Sony Pictures Studios, Inc.
CPT Holdings, Inc.	Stage 6 Films, Inc.
	Step Up Beyond Productions, Inc.
Dean River Productions, Inc.	Surrogates Productions, Inc.
Deluxe Laboratories, Inc.	
	TVM Productions, Inc.
EPSP Management Services	Twentieth Century Fox Film Corporation
Eye Productions Inc.	Trollback & Company Inc.
Focus Features Productions, Inc.	United Artists Productions Inc.
	Universal City Studios LLLP
Gigapix Studios, Inc.	Universal Network Television LLC
Gilbert Films, Inc.	Untitled, Inc.
Green Set Inc.	
Groundswell Productions II, LLC	Walt Disney Pictures
	Warner Bros. Pictures
Horizon Scripted Television Inc.	Warner Bros. Studio Facilities
	Warner Bros. Television
Incantation Productions, Inc.	Wings Wildlife Productions Inc.
Keeper Movie Productions, Inc.	
Madison Avenue Productions, Inc.	
Merchant Films, LLC	
Merlot Film Productions Inc.	
Metro-Goldwyn-Mayer Pictures Inc.	
MFV Productions LLC	
MGM Television Entertainment Inc.	
Milkt Films, Inc.	
Mirror Films, Inc.	
Monarch Consulting dba PAEINC	
Mortar, Inc.	
Mr. Big Film, Inc.	