

LABOR AGREEMENT

between

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL 1932**

and

**LAMAR CENTRAL OUTDOOR, LLC.
D/B/A
LAMAR ADVERTISING – PALM SPRINGS**

Effective

December 2, 2022 through December 1, 2025

PREAMBLE

This Agreement made and entered into, by and between Lamar Advertising, party of the first part, hereinafter referred to as the "Company" or "Employer" and Teamsters Local No. 1932 of the International Brotherhood of Teamsters, party of the second part hereinafter referred to as the "Union". Whereas, the party's desire to enter into an Agreement to stabilize conditions of employment, and to strengthen good will, mutual respect and cooperation, and to avoid interruptions of work, slowdowns, strikes and lockouts, and to foster and to maintain harmonious relationship between the Company and its employees.

Therefore, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE 1 - RECOGNITION

This Agreement shall cover and apply to all employees at your facility located at 77583 El Duna Ct, Palm Desert California 92211, in which an election was ordered by Region 21 of the National Labor Relations Board in Case No. 21- RC-239668. At the Employer's places of business located at: 77583 El Duna Ct, Palm Desert California 92211. Excluded all other employees, including managerial, clerical, professional employees, security guards and supervisors, as defined in the Act, as amended.

The Company hereby recognizes the Union as the sole collective bargaining agent and representative of all employees as identified above and no employee covered herein shall be subject to an individual agreement.

ARTICLE 2 - UNION MEMBERSHIP

Section 1. Condition of Employment. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of the Agreement, shall on the thirty-first (31st) day following the effective date of this Agreement, become and hereafter remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement, and hired on or after its effective date, shall on the thirty-first (31st) day following the beginning of such employment, become and thereafter remain members in good standing in the Union.

An employee who fails to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership shall be discharged seventy-two (72) hours after receipt of notification in writing, by certified mail, return receipt requested, to the Company by the Secretary/Treasurer or Business Agent of the Union, provided however, that if the payment of the arrearage is made with such seventy-two (72) hour period, then such employee shall not be discharged.

The Union will indemnify and save harmless the Company against any and all claims, demands, or suits of liability, including costs and reasonable attorney fees, that may arise out of the discharge of any employee or the denial of employment to any person under this Section.

Section 2. New Employees. When new or additional employees are needed, the Company will make a good faith effort to notify the Union of the number and classification of employees needed. The Union may nominate applicants for jobs. The Company shall choose between applicants on the basis of their respective qualifications for the job and no applicant will be preferred or discriminated against.

Section 3. Notification to the Union. The Company will notify the Union monthly of all new employees, employees changing Departments and employees leaving voluntarily.

Section 4. Dues Checkoff. Beginning the first month following the date of ratification, the Company agrees to deduct from the employee's wages, dues and initiation fees due the Union upon receiving written authority from employees who authorize such deductions. Such deductions thus made shall be forwarded to the Union no later than the twentieth (20th) day of each month.

The Union will indemnify and save harmless the Company against any and all claims, demands, or suits of liability, including costs and reasonable attorney fees, that shall arise out of, or result from any action taken by the Company for the purpose of complying with the provisions of this Section.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. The Employer reserves and retains the right to direct, manage and control the business and the work force, except to the extent that this Agreement specifically provides to the contrary.

Section 2. This includes, but is not limited to the sole and exclusive right to plan, direct and control operations; to determine when work is to be performed; to determine, alter, revise, change or eliminate any or all means, methods, processes and materials; to determine the number of employees and size of crews; to determine or change the duties of jobs; to determine the location or relocation of the plant, departments or operations; to establish production and work standards; to control the nature and specifications of all raw materials, semi-manufactured and finished goods and whether and to what extent the work required in its business shall be performed by employees covered by this Agreement; to subcontract any work performed by employees covered by this Agreement, to temporarily transfer employees between jobs, shifts and departments in order to maintain efficient and/or economical operations; to train employees; to determine which employees will be trained; to determine what constitutes certification on a job skill; to hire, discipline, suspend or discharge for cause, layoff, transfer, promote or demote; to make and enforce reasonable rules except to the extent that this Agreement specifically provides to the contrary.

Section 3. The Company shall have the sole, exclusive and unequivocal right to discontinue, transfer or otherwise alter the performance of any or all functions which are currently being performed in the Company's Palm Springs Plant. Such right shall include but shall in no way be perceived as limited to, the right to create new offices which may contain structures currently being maintained out of the Palm Springs Plant and the right to realign markets by placing responsibility for those structures under the jurisdiction of another Lamar Plant.

Section 4. It is expressly understood and agreed by the parties that, if the Employer creates a new office which contains some structures which had previously been the responsibility of the Palm Springs Plant, any employees who may be hired to work in that Plant shall not be covered by this collective bargaining agreement and are not represented by the Union unless the Union wins a National Labor Relations Board-supervised election, the results of which are subsequently certified by the NLRB and affirmed by any and all appeals.

Section 5. The parties also expressly recognize the Employer has the sole and exclusive right to decrease the inventory which is maintained by the Palm Springs Plant by selling inventory to, or trading inventory with, another outdoor advertising company.

Section 6. In the event the Company terminates part of its operations in Palm Springs, any employee directly affected by such action may bid into another position at the Palm Springs Plant for which he is qualified by bumping a less qualified employee. "Qualified" as used in this context means the employee

has the skills necessary, as determined solely by the Company. For example, although the bumped employee may actually possess more certifications than the employee attempting to bid into the position, the Company may—in its sole discretion—determine the employee who is the target of the bumping possesses one or more skills which the Company believes critical to retain for its successful continued operation. Any employee who awarded such a bid shall be paid the rate of pay applicable to the job into which he bids. Any employee bumped from his position by an employee with more, or more applicable skills (as determined solely by the Company), shall be laid off. There will be no more than one bump per eliminated position.

Section 7. In the event the affected employee does not desire to bump to another job or is unable to do so for any reason, the Company shall pay COBRA premiums for the employee (if he was enrolled in the Company's insurance plan) for thirty (30) days following the employee's layoff, as well as any accrued, but unused vacation time. The parties agree they have negotiated over this point and the language in this Section 6 and 7 shall meet in its entirety any obligation the parties may have to engage in effects or decisional bargaining.

Section 9. Should the Employer fail to exercise any of its rights, or to exercise them in a particular way, it shall not be deemed to have waived such rights or to be precluded from exercising them in some other way.

Section 10. In the event the Company moves the current Palm Springs plant within fifty (50) miles of its current location, it agrees to recognize the Union.

ARTICLE 4 – NO STRIKE/NO LOCKOUT

The Employer agrees not to engage in any lockouts during the term of this Agreement.

Likewise, during the term of this Agreement, the Union and the employees covered by this Agreement will not authorize or participate in any strike, picketing, boycott, slowdown, or any concerted curtailment or stoppage of work or other interference with the work of the Employer or its employees.

Any violation of this Section may be made the subject of disciplinary action, including discharge. It is understood that such discipline or discharge shall be subject to the grievance-arbitration procedure. However, if taken to arbitration, the arbitrator shall have no authority to modify the penalty imposed by the Company if the arbitrator finds that the employee engaged in the conduct for which he/she was disciplined.

ARTICLE 5 - PROBATIONARY EMPLOYEES

All new employees shall be considered as being probationary employees during the first one hundred and twenty (120) days worked. The Employer shall have the right to terminate or lay off probationary employees and such terminations or layoffs shall not be subject to the grievance procedure or to arbitration. Probationary employees shall have no seniority standing until completion of the probationary period at which time their seniority shall date back to the date of their employment.

ARTICLE 6 – SENIORITY

Section 1. "Length of service," for all purposes under this Agreement shall mean the length of time the employee has been continuously employed by the Employer in the Palm Springs bargaining unit.

Employees hired for temporary work, including but not limited to, vegetation control, or for vacation relief, not to exceed sixty (60) days worked, shall not accrue seniority.

In all cases of decrease or increase in the work force and in making promotions, demotions, transfer, layoff and recall to work, preference as between employees shall be determined on the basis of the following:

- a. Length of Service
- b. Skill's and Ability

Where skill's and ability are equal, length of service shall govern. The Company shall have the sole and exclusive right to determine which skill's shall be a priority in factor "b" above.

Section 2. When a permanent vacancy becomes available within the bargaining unit, the Employer shall let employees on the Employer's active payroll know of the vacancy. The Employer on the basis of the criteria set forth in Section 1 of this Article, shall determine the candidate to be selected for the position by seniority. No employee may bid from Journeyman to Installer. If none of the employees possess the requisite qualifications, the Employer may elect to choose candidates and advertise elsewhere for a suitable candidate.

Section 3. Length of service will be broken, and employment terminated, by any of the following:

- (1) Failure to maintain a valid driver's license that is not restricted except for medical reasons documented by a physician.
- (2) Failure to maintain any certification or license required to do the work required for his/her current position.
- (3) Dishonesty concerning the job, including, but not limited to misappropriating Company money, equipment, or material (including, but not limited to, "scrap") and/or being untruthful during a Company investigation.
- (4) Failure to comply with, participate in or meet the requirements of any substance abuse testing program implemented by the Company during this Agreement. The Union agrees that the Company during the term of this Agreement shall have the sole and exclusive right to implement and/or alter any substance abuse program which the Company may adopt that complies with the then current state and federal laws concerning the same. The legalization of marijuana or any other drug shall not negate any such portion of the Lamar *Substance Abuse Policy*, which, along with any subsequent amendments or changes to that policy is incorporated as though wholly rewritten herein. An arbitrator shall have no power or authority to overturn a discharge of an employee who tests positive for *any* proscribed substance, including, but not limited to, marijuana.
- (5) Transfer to a non-bargaining unit position
- (6) Layoff for a period in excess of twelve (12) months.
- (7) Proven Insubordination.
- (8) Failure to meet and/or maintain any governmental requirement, including but not limited to, any applicable DOT requirements.

- (9) Discharge for cause.
- (10) Voluntarily quitting.
- (11) Failure to return to work after a layoff within five (5) working days of being notified to return by certified mail.
- (12) Conviction of, or upon entering a plea of *nolo contendere* upon being accused of, any violation of federal, state or local laws, or otherwise engaging in any conduct, whether at work or away from work, which could reflect negatively on the reputation of the Employer in the community, the outdoor advertising industry or with the Employer's customers.
- (13) Failure to return to work immediately upon the expiration of an approved leave of absence.
- (14) "No call/no show," which shall be defined as being absent from work for two (2) day without calling the Operations Manager and/or General Manager prior to the start of his shift unless physically incapable of doing so because of a medical condition. The employee's inability to notify the Employer in advance of an absence shall be specifically documented to the Employer by his physician in sufficient detail to confirm the inability to call.
- (15) Accepting outside employment —regardless of whether temporary or permanent— without the prior approval of the General Manager. In no case shall an employee perform any outside work which conflicts with Lamar's business or interferes with Lamar's status as his primary employer.

ARTICLE 7 - UNION VISITATION AND SHOP STEWARDS

Section 1. The Union shall have the right to enter the Employer's plant or adjoining premises for the following purposes only:

- (1) To investigate any grievance alleging a violation of this Agreement; or,
- (2) To participate in any other meeting(s) at the request of the Employer.
- (3) Visitation

The Union understands the success of the Employer's business, and therefore the continuation of employees' jobs, depends upon meeting customer demands. It is mutually agreed that there will be no interference by the Union with the work of any employee covered by this Agreement during the regular working hours of said employee. The Employer agrees to provide an official representative of the Union access to the Employers premises at mutually agreeable times after twenty-four (24) hour notice is given to the Employer by the Union.

It is expressly understood and agreed that no Union representative will not be present at any job site other than the Plant unless accompanied by the General Manager or his designee, and shall only appear at such job sites with appropriate safety gear, including hard hat and, if necessary, steel-toe boots. While at the site, the Union representative shall observe all Company safety rules and procedures.

Section 2. The Company recognizes the right of the Union to designate up to two (2) shop stewards whose responsibility is to promote and improve labor and management relations and to handle such Union business

as may from time to time be delegated to them by the Union. The Union agrees to notify the Employer, in writing, and in a timely manner, of newly assigned shop steward(s) and or changes to their status, before the employee handles official Union business, such as discipline or grievance issues. Shop stewards shall be allowed access to employees to discuss adjustments and investigate employee grievances. Shop stewards shall be employees of the Employer.

No shop steward will be released from his work assignment to conduct official Union business without his supervisor being given appropriate notice, whether by the employee, the requesting supervisor or Union representative. The Employer will consider accommodating reasonable unpaid requests from the Union for stewards to attend official Union functions.

It is agreed that the stewards shall carry out these duties on the stewards' own time. At no time shall the performance of these duties interfere with the stewards' performance of their respective jobs, nor the performance of any other employee's job. The Company is not obligated to pay any employee, including the steward, for time spent on Union business, including, but not limited to, time spent discussing grievances, with the exception that if the grievance is found to be justified the Employer shall pay the employee(s) and shop steward(s) for all time spent in the grievance meeting.

Section 3. The Employer shall provide space for a locked, glassed faced bulletin board to be provided by the Union which shall be used exclusively for authorized Union notices. Notices shall not be in anyway derogatory, inflammatory, or offensive to the Company, employees, customers, or the general public. Posting shall not take place until they have been first called to the attention of and authorized by the Company.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Section 1. This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of minimum or maximum hours of work or schedules of work to any employees or to any group of employees.

Section 2. A normal work week for all employees shall be 40 hours per week, and a normal work day shall be 8 hours per day. The Employer has the right, in its sole and exclusive discretion, to alter the basic work week and work day set forth in this Article as it determines necessary to most efficiently meet its operating needs.

Section 3. Starting and quitting times shall be determined by the Employer and announced to employees. The normal work week shall extend from 12:01 a.m., Sunday to 12:00 midnight, the following Sunday. This normal work week may be changed in order to comply with Company standards regarding the normal work week. At least one week's notice shall be given to employees of any such change.

A "summer schedule" shall be implemented from Memorial Day through Labor Day. It is understood the normal workday during the summer schedule will be from 5:00 a.m. to 1:30 p.m.

Section 4. The right to establish the work schedule of an employee is the sole and exclusive prerogative of the Employer. However, once the Employer establishes an employee's weekly work schedule, such schedule will not be changed without two (2) days notice, except when the employee's schedule must be changed to meet operating, maintenance or customer requirements or because of the absence of another employee, or circumstances caused by weather. If the Employer requires the employees to work on Saturday or Sunday by seniority, the Employer shall notify the employees no later than 6:00 A.M. on the Wednesday before, if the Employer does not post mandatory weekend work it shall be voluntary.

Section 5. The Employer will make an earnest effort to equalize, as much as possible, the scheduled hours of work of all employees within a department over a reasonable period of time. However, it is recognized that this may not be possible at any given moment of time.

Section 6. No employee shall receive premium pay under more than one provision of this Article for the same hours worked. To the extent that hours worked are compensated at a premium rate under any provision of this Agreement, they shall not be counted as hours worked in determining eligibility for premium pay under the same or any other provision of this Agreement.

Section 7. For employees in hourly rated classifications who work a regular eight (8) hour, five (5) day workweek, overtime will be any time worked beyond eight (8) hours in any one day or forty (40) hours in any one week. Such overtime will be paid for at one and one-half (1-1/2) times the respective employee's regular hourly rate of pay for all time worked in excess of eight (8) hours in any one day or on the sixth (6th) consecutive day worked in the workweek, provided the employee has actually worked his full shift for each of the previous five (5) days.

Double time (2 times) the respective employee's regular hourly rate for employees in hourly rated classifications will be paid for all hours worked in excess of ten (10) hours in any one workday. Non-worked hours (e.g., vacation, sick pay, holidays, etc.) are not counted as hours worked for the purpose of calculating overtime.

ARTICLE 9 - GRIEVANCE AND ARBITRATION

Section 1 A grievance is an alleged violation of a specific term of this Agreement. An earnest effort shall be made to settle grievances in a timely manner under the following procedure:

1. Step 1: The Employer, employee and the shop steward if desired by the employee, shall meet within twenty-four (24) hours and attempt to resolve any grievance.
2. Step 2: If no resolution is reached after Step 1, the grievance shall be reduced to writing within ten (10) calendar days after the known occurrence of the act, which resulted in the grievance. The written grievance must contain a description of the conduct complained of and identify the Article(s) of the Agreement allegedly violated. The Business Representative of the Union and a representative of the Employer shall meet within fifteen (15) calendar days from the filing of the written grievance, or a longer period if mutually agreed upon, to resolve the grievance.
3. Arbitration: If a representative of the Employer and the Union cannot settle a grievance as outlined above, the Union may within thirty (30) working days from the meeting set forth in Step 2 claim the grievance to arbitration. The request for arbitration shall be filed simultaneously with the Employer and with the FMCS, AAA or an arbitrator agreed upon by the Union and the Employer. The expense of such arbitration (cost of meeting room, arbitrator's fee and expenses, and transcript cost) shall be split equally between the parties. Each party will be responsible for its own expenses (witnesses, representation, etc.)

The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, or to arbitrate any matter not specifically provided for by this Agreement or to enter any new provisions into this Agreement. The arbitrator's authority shall not exist or extend in any way beyond the expiration of this Agreement except as regards grievances timely filed as required by the terms of this Agreement and before the expiration of this Agreement. The arbitrator shall confine his/her decision to a determination based upon the evidence presented at the arbitration hearing.

The decision of the arbitrator shall be final and binding upon all parties.

Section 2 - Discharge and Discipline. The Employer may discipline or discharge an employee for just cause. Discipline or discharge will be administered within ten (10) calendar days of the date on which the Employer became aware of the conduct upon which the discipline is based, provided that this period will be extended when circumstances beyond the Employer's control make it impossible to do so.

The Employer recognizes progressive discipline thru the following steps:

1. Verbal warning or warnings
2. Written warning or warnings
3. Final warning and/or suspension
4. Termination

It is understood that any such steps will be applied based on the seriousness and severity of the violation. Not all progressive discipline steps are required. Documents relating to conduct shall be active for twelve (12) months from the date of issuance.

Violations where progressive steps may not be required include, by way of example only, unauthorized use of company vehicle, dishonesty, fighting or making threats of violence in the workplace or while on duty, proven insubordination, failure to report an accident, theft, property damage, sabotage, harassment of any kind, violation of the drug and alcohol policy, and serious safety infractions, properly may be addressed by termination on the first offence.

The Employer shall provide notice to the Union of the suspension or termination of any employee by either mailing a letter to the Union or by sending an email, providing the reasons for the suspension or termination. Employees shall have recourse to the grievance procedure if subject to the disciplinary process. The signing of a warning, suspension, or termination notice is not an admission of guilt, only an acknowledgment that he or she has received a copy of said disciplinary notice.

ARTICLE 10 - LEAVES OF ABSENCE

Section 1 - Family and Medical Leave Act Leaves of Absence. The Company shall grant leaves of absent pursuant to the Family and Medical Leave Act of 1993. The Company shall have the sole and exclusive right to establish guidelines covering the granting of such leaves, in accordance with the Act.

Section 2 - Non-Family and Medical Leave Act Leaves of Absence. The Company may grant an employee a leave of absence without pay for reasons of education, family emergency not covered by the Family and Medical Leave Act of 1993 or personal reasons with reasonable request, on such terms and conditions as the Company may require. A request for a leave of absence indicating the period for which it is requested, must be submitted to the Company in writing. The final decision to grant or deny a leave of absence under this Section shall rest with the Company and shall not be subject to the grievance and arbitration procedure of this agreement, not may it be a basis for any work stoppage.

Section 3 - Employment During a Leave of Absence. If any Employee who has been granted a leave of absence of any kind accepts other employment during such leave (except where expressly permitted by the Company, in advance), or in any other way violates the terms and conditions of such leave, his/her status as an Employee on a leave of absence shall be immediately terminated, and he/she shall be considered to have resigned from employment with the Company.

Section 4 - Leave for Military Service. Employees who enter the military service of the United States will be afforded all rights applicable by law.

Any regular, full-time employee who is a member of the National Guard or of any reserve unit or branch of the Armed Forces of the United States may annually receive a leave of absence to perform military duty or to receive training required by the unit not to exceed fifteen (15) days. Reimbursement will be made for the difference between gross military pay, not including nontaxable allowances, and the pay which would have been received from the Company up to, but not exceeding, forty (40) hours per week times the basic hourly rate. To be eligible the employee must: (1) have completed the probationary period; (2) be actively on the payroll (not on layoff or leave of absence); and (3) submit a military pay voucher showing the gross military pay received.

ARTICLE 11 - SAFETY MEETINGS

As a condition of employment, employees shall be required to attend and participate in all Plant Safety meetings. Failure to attend and/or participate in Plant Safety meetings shall be grounds for progressive disciplinary action up to and including termination. In the event an employee misses a safety meeting, he shall have one week from the date he is next at work to make up the meeting by successfully completing the safety module(s).

Employees shall be bound by the provisions the *Lamar Safety Policy* and any and all revisions that may be made to that policy.

ARTICLE 12 - NO DISCRIMINATION

The Employer, the Union and each employee will cooperate fully to abide by all applicable federal, state and local laws and regulations prohibiting discrimination on account of race, color, religion, sex, national origin, age, disability or status as a veteran of the Vietnam era.

The Union agrees to cooperate fully with the Employer in providing reasonable accommodation to individuals covered by the Americans with Disabilities Act. Such cooperation shall include, but shall not be limited to, refraining from filing grievances which allege violations of the contract arising out of actions by the Employer regarding such reasonable accommodation. The parties expressly recognize a reasonable accommodation, even if granted in more than one case, does not set a not a precedent for any other case, including other ADA cases.

As used in this Agreement, all references to gender such as references to "he", "him", and "his", and references to "they", "them", and "theirs" shall apply equally to both sexes.

ARTICLE 13 – SUPERVISORS WORKING

Supervisors shall be permitted to perform work normally performed by members of the bargaining unit in cases of training, emergencies, or to satisfy customer demands. However, the emergency and customer demand exceptions will only be used when there are not sufficient qualified bargaining unit employees immediately available to perform the work. The Company will not utilize the exceptions to avoid hiring a sufficient number of bargaining unit employees.

ARTICLE 14 – WAGES

Section 1 –Journeyman rates shall be as follows:

First pay period after ratification	\$27.00
First pay period after December 1, 2023	\$27.50
First pay period after December 1, 2023	\$28.00

Employee Victor Romero shall receive a fifty cents (\$.50) wage increase the first pay period after ratification, a fifty cents (\$.50) wage increase on the first pay period after December 1, 2023 and a fifty cents (\$.50) wage increase on the first pay period after December 1, 2024.

To progress through the Apprenticeship steps for each year, an employee hired after the effective date of this Agreement he shall complete the requirements set forth for each year and shall not become eligible for progression until the anniversary of his employment. Any employee who fails to progress through the apprenticeship program according to the schedule set forth below will be terminated. Below are the criteria for each year of the apprenticeship. These criteria may be changed based on changing needs of the business, but shall be reasonable and relevant. In the event any of the criteria are changed, the Union shall be notified of such change and will be given an opportunity to negotiate the change.

During Year	Rate	Required Qualifications
1	80% of Journeyman Rate	Must become a Qualified Climber Pass required Safety Modules Must know basic skills of the position assigned Demonstrate capability of consistently installing assigned posts per day Pass the Signalman/Rigger test
2	85% of Journeyman Rate	Must acquire a CDL (if required by Lamar) Become proficient at job duties Demonstrate capability of consistently installing <u>assigned</u> posts per day
3	95% of Journeyman Rate	Must demonstrate knowledge of all requirements of each crew member's duties Must pass the Lamar NCCCO crane certification test; and Must successfully complete the Company's digital technician training program. (The employee must first receive his NCCCO certification through the Lamar crane program.)

The Employer may hire a new employee at the applicable step above, based on the employee's possessing requisite experience for that level.

Section 2 -Installers

The Employer may hire employees to work in the classification of Installers. An Installer will not go through the apprenticeship set for in Section 1 of this Article. Rather he/she shall complete the following progression:

The top rate for installers in subsequent years shall be as follows:

First pay period after ratification	\$22.00
First pay period after December 1, 2023	\$22.50
First pay period after December 1, 2023	\$23.00

After Year	Rate after completion of qualifications and year	Required Qualifications
1	90% of Top Rate	Must become a Qualified Climber Pass required Safety Modules Must know basic skills of the position assigned Demonstrate capability of consistently installing assigned posts per day Pass the Signalman/Rigger test

An employee will be hired into either the Apprenticeship Position or the Installer Position. If an opening becomes available in the Apprentice Position, employees in the Installer Position who have already passed the Digital Technician Pre-Test, will be offered the position, in accordance with the provisions of Article 6, Section 1 before any person is hired from the outside. Any employee moved into the Apprentice position will be subject to all the terms as employees hired directly into the Apprentice Position.

Section 3 – Productivity – The Employer shall determine, establish and control the daily work to be performed by employees.

Section 4 – Foreman – In the event the Employer decides, in its discretion, to designate an employee to act as Foreman, he shall receive an additional one dollar and fifty cents (\$1.50) per hour for all hours worked. However, the employee must actually perform the duties of foreman when assigned by the Operations Manager. Further, the designation of “foreman” is not intended to be used to designate the person in charge of a jobsite for OSHA purposes.

ARTICLE 15 – VACATIONS

Section 1 - Eligibility. Beginning with his first day of employment, an employee shall accrue .833 days of vacation for each month worked (10 days of vacation). After completing five (5) years of service, an employee will begin accruing vacation at the rate of 1.25 days for each month worked (15 days of vacation). After completing ten (10) years of service, an employee will begin accruing vacation at the rate of 1.667 days for each month worked (20 days of vacation).

Section 2 – Vacation Carryover. An employee will be allowed to accrue up to one (1) times his annual vacation accrual, at which time his accrual shall stop until the employee takes vacation to reduce it below the ceiling. The employee will cease to accrue vacation until such time as the employee takes one or more days of vacation to reduce it below the ceiling.

- The accrual ceiling for an employee with less than five (5) years of service is ten (10) days.
- The accrual ceiling for an employee who has completed more than five (5) years but less than ten (10) years of service is fifteen (15) days.

The accrual ceiling for an employee who has completed more than ten (10) years of service is twenty (20) days.

Section 3 – Vacation Scheduling. The vacation scheduling period shall be from January 1st to December 31st and will, insofar as production requirements permit, be granted at those times desired by individual employees, recognizing, however, the Company must have an adequate number of employees available to perform the required work. Vacation requests may be submitted in writing through EmployeeLife Web Portal from December 1st thru December 31st. Such requests will be granted upon the basis of seniority. Vacation requests submitted after December 31st shall be granted on a first-come/first-served basis, again recognizing the Company needs to have the necessary number of qualified employees available to perform the work. Because there are a limited number of times during the year when every employee is required to be present to perform the work, the Employer may impose a limited number of blackout periods during which vacations will not be approved.

All accrued vacation will be paid out upon termination of employment.

The Company reserves the right to rearrange vacation schedules when necessary due to operating schedules, customer demands and/or leaves of absence by other employees, or other requirements. If the Employer does cancel or rearrange an employee's vacation and the employee has prepaid airlines, hotels, cruise reservations or incurred other out-of-pocket expenses which are neither non-fundable nor covered by any trip insurance, the Employer will make the employee whole for any documented out-of-pocket expenses incurred by the employee before the notification by the Employer of cancellation or rearrangement. The purpose of this provision is to make the employee whole for any expenses and not to allow the employee to profit from such cancellation or rearrangement.

ARTICLE 16 – SICK DAYS

Section 1 – Sick Leave - All employees are eligible for five (5) days or forty (40) hours of sick leave on their 120th calendar day of employment. All employees will receive five ((5) sick days on January 1st of each year. Any unused sick leave will be forfeited and will not roll over to the next year. Employees may not cash out any accrued but unused sick time for any reason during employment at the Company. Sick leave will **not** be paid out upon termination of employment. When electing to use paid sick time, the employee must use a minimum increment of two (2) hours. Paid sick leave used as well as paid sick leave remaining will be reflected on the Employee's wage statement. Employees wishing to utilize paid sick leave must indicate it on their timecard. If the need for paid sick leave is foreseeable, the employee must provide their immediate supervisor reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee must provide notice of the need for leave as soon as practicable.

In the event an employee requests a personal day and the request is denied, it will be considered an unexcused absence in the event the employee calls off that day.

ARTICLE 17 – HEALTH, DENTAL, VISION AND LIFE

A. Company Contribution to Premiums. The Company agrees to make the following monthly contributions towards the premium costs for medical, dental, vision and prescription coverage (collectively, the "Health Insurance Plan") for an Employee (defined below) and his dependents:

1) Effective as of the effective date of this Agreement,

Three Hundred Ninety-Nine Dollars and 60/100 (\$399.60) for coverage for the Employee alone ("Single" tier coverage under the WAT plan);

Eight Hundred Seventy-Nine Dollars and 16/100 (\$ 879.16) for the Employee and one other qualifying dependent ("2-Party" tier under the WAT plan); or,

One Thousand One Hundred and Ninety-Eight Dollars and 84/100 (\$1,198.84) for the Qualified Employee and more than one other dependent ("Family" tier under the WAT plan) (each, a "Health Insurance Threshold").

2) If the Employer increases the monthly contribution rate for any Lamar employee in a similar classification the Employer shall increase the contributions to the employees covered under this Agreement by the same amount.

3) The difference, if any, between the cost of coverage, as set forth in the Trust Agreement and the amount contributed by the Employer will be deducted weekly from the employees' paychecks.

Except for numbers 1, 2 and 3 above, the parties understand the Trust Agreement controls the terms of the Health and Welfare Plan.

Effective January 1, 2020, the Health and Welfare benefits thru Western Alliance Trust. The Employer agrees to remit 100% of the contribution to the Teamsters Multi-Benefit Trust. If an employee is absent because of injury or illness, the required contributions shall be made by the Company until the employee returns to work or for a period of 6 months whichever is shorter. If the Employer pays the entire amount of the premium while the employee is on leave, the employee shall reimburse the Employer the total amount paid for the employee's contribution under the same terms and conditions as other Lamar employees would reimburse the Employer.

The Employer will not be required to make contribution for any bargaining unit employee that has received a waiver from WATF requiring them to enroll in the Health and Welfare Plan.

B. Declaration of Trust

Section 1. ACCEPTANCE OF TRUST: The parties hereby agree to accept, and to be bound by, the terms of the existing Declaration of Trust providing for the Western Alliance Trust Fund (WATF), required to accomplish the provisions of this Collective Bargaining Agreement, together with any amendments which may be made from time to time to the Trust Fund, and to become parties to the Trust Fund. The parties hereby agree to sign the appropriate Trust Acceptance Agreement in order to implement this article.

Section 2. EMPLOYER CONTRIBUTIONS: The Employer hereby agrees to contribute to the Western Alliance Trust Fund, for purposes of providing [Medical, Dental, Vision, Chiropractic, Term Life and Accidental Death & Dismemberment and Disability] coverage for each full-time employee and their eligible dependents. Contributions shall be payable to the Western Alliance Trust Fund on or before the

20th of the month preceding the month of coverage and shall be deemed delinquent if not received before the 1st day of the month for which coverage is provided.

Employer is responsible for the timely enrollment and reporting of all eligible Employees, in accordance with the effective date of coverage. The Employer is responsible for the full contribution for any un-enrolled Employee, just as the Employer would be responsible for the full contribution for an Employee who properly enrolled.

Section 3. ELIGIBLE EMPLOYEE: For purposes of this Agreement, an eligible employee is defined as an employee [working 20-hours or more per week.] Coverage is effective as of the first day of the month following [thirty (30) days] of continuous employment; the employer is responsible for remitting contributions to Western Alliance Trust Fund as of the employee's coverage effective date.

Section 4. WAIVER OF COVERAGE: Eligible employees shall enroll in the plans offered in accordance with the rules of the Trust Fund. Any Employee, who is eligible for benefits as provided, may waive their Group Health & Welfare benefits provided all of the following conditions are met:

- 1) The employee is required to make a premium contribution through payroll deduction toward the cost of these benefits, should the employee have elected to enroll;
- 2) The waiver Employee is covered by a group plan other than WATF, or has a spouse in the same employment covered by this Collective Bargaining Agreement;
- 3) Proof of other group coverage must be provided to the Trust in writing, along with the Trust Fund's approved Waiver of All Medical Coverages Form.

An Employee may waive coverage if their spouse is in the same employment and covered by the same Collective Bargaining Agreement.

Upon termination of the alternative coverage, the eligible Employee(s) must enroll in the Group Health Plan provided by this Trust Fund.

The following section will need to be included when additional life insurance is purchased from the Western Alliance Trust Fund.

For purposes of this Waiver of Benefits, and in accordance with Trust Fund rules, Life and Accidental Death & Dismemberment coverage in excess of the basic \$2,000 offered as part of the medical may not be waived. Each full-time employee must be covered for the Term Life Benefit, including a spouse in the same employment covered by this Agreement.

ARTICLE 18 – BEREAVEMENT LEAVE

In the event of a death in the immediate family (spouse, children, parents, parents-in-law, sisters, brothers, sister-in-law, brother-in-law, step-child), the employee will receive up to three (3) days (8-hour days) leave with pay for the purpose of attending the funeral or memorial service.

In accordance with Assembly Bill (AB) 1949. Which amends the California Family Rights Act (CFRA), if requested, eligible employees will be provided with up to two (2) additional days of unpaid bereavement leave.

ARTICLE 19 – HOLIDAYS

Each full-time regular employee who has completed his probationary period shall receive the following holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

When any of the holidays listed above falls on a Saturday or Sunday, it shall generally be observed on the preceding Friday or following Monday, respectively. However, it is recognized the holiday may be observed on another day.

An employee must work his last scheduled workday before the holiday and the first scheduled workday after the holiday to be eligible for holiday pay.

In the event Lamar advertising declares any additional day(s) to be Company-wide holidays, the employees covered by this Agreement are *not* automatically entitled to those days, regardless of whether other employees in the Plant who are not covered by this Agreement are given the day off. In the event the General Manager of the Palm Springs Plant decides to give the employees covered by this Agreement such holidays, the Union agrees to such decision through the ratification of this Agreement and no further negotiations with the Union regarding the decision shall be required.

An employee who works on a holiday shall receive time and one-half for the hours worked on such holiday, provided, however, that an employee shall be paid a minimum of four hours if the hours he has actually worked are less than four hours.

In the event the Company fully recognizes Martin Luther King Day and/or Juneteenth as Company-wide holidays, those holidays will be added to the list of holidays set forth above.

ARTICLE 20 – 401(k) and EMPLOYEE STOCK PURCHASE PLAN

401(k) Plan - Employees covered by this Agreement will be entitled to participate in the Lamar 401(k) Plan to the same extent and under the same terms and conditions as all other Lamar employees.

ARTICLE 21 - UNIFORMS AND APPEARANCE OF EMPLOYEES

In the event the Company requires employees to wear uniforms, such uniforms shall be laundered, furnished, repaired, and replaced as needed by the Company. Employees issued uniforms shall be required to be in full uniform. Uniforms may consist of trousers, shorts, shirts, jackets, and/or cap. Said uniforms shall be the property of the Company and upon termination of employment shall be returned to the Company. The employees shall maintain their uniforms in a clean, neat, and presentable condition.

ARTICLE 22 - TIMEKEEPING AND PAYROLL

The Company will provide a time-keeping device for the purpose of recoding all time worked and shall see to it that all employees punch in and out regularly each day.

All regular employees covered by this Agreement shall be paid in full on a weekly basis. Each employee shall be provided with an itemized statement of the employee's earnings and of all deductions. The Company will generate a paycheck within five (5) business days for payroll discrepancies of \$150.00 or more. Payroll discrepancies of less than \$150.00 will be paid the next payroll cycle.

ARTICLE 23 – D.R.I.V.E.

The Company agrees to deduct from the paycheck of all employees covered by this Agreement, voluntary contributions to DRIVE. DRIVE shall notify the Company of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Company shall transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Company annually for the Company's actual cost for the expense incurred in administering the weekly payroll deduction plan.

The Union will not solicit DRIVE on the property, but the Union may post information on the Union bulletin board.

ARTICLE 24– SUCCESSORS AND ASSIGNS

The Company will notify any prospective successor, purchaser or transferee of the existence of the Agreement and of this provision.

ARTICLE 25 - AGREEMENT COMPLETE

Section 1. The Employer and the Union have had ample opportunity to present for negotiations any subject desired. Each, therefore, clearly and unmistakably waives for the remainder of the term of this Agreement the right to request either party to negotiate on any subject whether or not covered in this Agreement and whether or not mentioned during negotiations, except with respect to the negotiation of a new contract under Article 27. This shall not be considered "boiler-plate" or a routine "zipper clause."

Section 2. This Agreement is complete in writing. It may be amended only by an instrument in writing signed by the Employer and appropriate union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the Employer to continue in effect, any working condition, benefit or past practice which is not covered or contained in this Agreement. In fact, any previous benefit, practice or policy not specifically set forth in this Agreement is expressly discontinued

Section 3. If either party suggests any amendment to this Agreement, the willingness of the other party to discuss the request, or make any proposal, shall not in any way negate the complete waiver set forth in Section 1 of this Article, nor shall the making of any amendment in any way negate Section 1.

ARTICLE 27 - EFFECTIVE DATE, TERM AND NOTICE

This Agreement shall become effective after ratification December 2, 2022 and shall continue in full force and effect through December 1st, 2025 and shall continue automatically on an annual basis thereafter,

unless written notice is given by either party sixty (60) days prior to 12:00 midnight, December 1st of any subsequent year, as the case may be. The parties shall arrange negotiations as soon as conveniently possible.

FOR THE UNION:

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 1932**



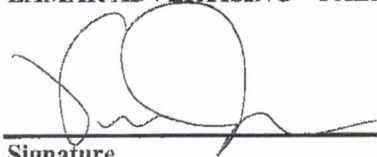
Signature

12/16/22

Date

FOR THE EMPLOYER:

**LAMAR CENTRAL OUTDOOR, LLC. D/B/A
LAMAR ADVERTISING - PALM SPRINGS**



Signature

12/12/22

Date