The following is a copy of Paragraph 85.1 from the 2024 Producer—Studio Transportation Drivers, Local 399 Agreement (a/k/a the "Black Book").

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.[19]

(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 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, (vi) Snake Abatement Technicians who do not perform Safety-Sensitive Functions or (vii) any dispatcher, DOT Administrator, 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

[19] 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.

(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. Individuals also may call CSATF at 818-565-0550, ext. 1140, 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[20]

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

[20] During the term of this Agreement, a Committee of the Producers and the Union shall review the oral fluid drug testing issues raised during the 2024 negotiations regarding Paragraphs 85.1(d) and (f)(1).

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's contact information will be provided to the individual and, when applicable, to the DER of the Consenting Producer, after a testing violation or upon request.

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 the individual 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 the individual 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 the individual’s 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 such individual 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 the individual 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 the individual 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 such individual that such individual has been selected to submit to a random controlled substance test in accordance with Part 382 of the DOT Regulations and that such individual 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 such individual is not employed by a Consenting Producer under this Agreement, CSATF shall pay a stipend of thirty dollars ($30.00) to such individual, 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, 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 such individual’s contact information, including phone number(s), so that such individual 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 the individual’s unqualified status. Such individual shall be deemed qualified for employment only after such individual 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, the individual shall advise CSATF, in writing, at least twenty-four (24) hours prior to the start of the 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 unavailability at the time such individual provides notice of unavailability to CSATF shall advise CSATF in writing of the ending date of unavailability as soon as such individual knows such date. An e-mail sent to testing@csatf.org shall satisfy the writing requirement. An individual may also utilize an online form on CSATF's website at www.csatf.org to submit a notice of unavailability; temporary unavailability of the online form (*e.g.*, due to technical problems) does not absolve the individual of such individual's 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 so notified CSATF about such individual's temporarily unavailability shall not be called to test during the 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 such individual 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 such individual's former Industry Experience Roster status, provided that it has been notified by the individual that such individual is now available for testing and, if applicable, that such individual 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 such individual's 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[21]

(1) First "Strike"

An individual who has a Positive Test Result shall have a "strike" placed on such individual's record by CSATF. An individual on the Industry Experience Roster who has one strike on the individual's 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,

[21] During the term of this Agreement, a Committee of the Producers and the Union shall review the oral fluid drug testing issues raised during the 2024 negotiations regarding Paragraphs 85.1(d) and (f)(1).

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 the individual’s 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 the individual's record prior to January 1, 2009 shall not have the first strike removed from such individual's 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 the individual's record shall have a second strike placed on the individual's 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 the individual's 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 such individual 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 the failure to test was reasonable or beyond the individual's control must take, within twenty-four (24) hours after first being notified that such individual was required to test, on such individual's own time and at such individual's 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 the individual's 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. The Union agrees to assist CSATF with the collection of outstanding acknowledgments of receipt.

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 at (818) 565-0550 ext. 1140 or testing@csatf.org.

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, captains, co-captains 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 captain, co-captain or transportation coordinator shall be assigned to a group of employees until such individual has been trained.

VIII. SPECIAL PROVISIONS

86. Notification of Animal Work

The AMPTP will issue a bulletin reminding Producers that their property departments must provide advance notification of wild animal, dog or wrangler work to the Transportation Office for daily reporting to the Union.

87. Interpretations of Contract Provisions

The AMPTP will advise CSATF in writing as to current interpretations of contract provisions identified by the Union in writing.

88. Training

CSATF will administer a training program to allow employees to qualify for a Class A license. Persons presently on the Industry Experience Roster Group 2 will be eligible for training first. The Union