

LABOR AGREEMENT

between

ENCORE ~~EVENT TECHNOLOGIES, INC.~~ GROUP (USA), LLC.
~~5150 S. Decatur Blvd.~~ 8850 W. Sunset Road, 3rd Floor
Las Vegas, NV ~~89118~~ 89148

and

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS, AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA,
LOCAL 720, LAS VEGAS, NEVADA

THIS AGREEMENT, entered into this ~~13th~~ 1st day of June, ~~2016~~ 2023, by and between ENCORE ~~EVENT TECHNOLOGIES, INC.~~ 5150 S. Decatur Blvd. GROUP (USA), LLC., 8850 W. Sunset Road, 3rd Floor, Las Vegas, NV ~~89118~~ 89148 and its successors and assigns (hereinafter referred to as "the Employer") and the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS, AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, LOCAL 720, LAS VEGAS, NEVADA, and its successors and assigns (hereinafter referred to as "the Union").

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ARTICLE 1
Recognition

1.01. Recognition of the Union. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all Regular House Crew employees in the classification of Convention Technician at the Bellagio Hotel and Casino, 3600 S Las Vegas Blvd, Las Vegas, NV 89109.

1.02. Regular House Crew Convention Technicians covered by this Agreement include only those employees who are employed full-time in such position at the Bellagio. Any employees hired to substitute for covered employees (*e.g.*, employees filling in for a Regular House Crew Convention Technician on vacation) will be covered by the Encore Fixed Facility Agreement.

1.03. Bargaining unit work shall not include any original installation or warranty repair work performed by a manufacturer or a subcontractor of a manufacturer.

ARTICLE 2
Union Security

2.01. Union Shop. Subject to the provisions of the Labor Management Relations Act, 1947, as amended, it shall be a condition of their employment that all employees covered by this Agreement who are members of the Union in good standing on the date of execution of this Agreement shall remain members in good standing during the period of their employment, and those who are not members of the Union on the date of execution of this Agreement, shall on the 30th day following execution of this Agreement, become and remain members of the Union while employed by the Employer. It shall also be a condition of employment hereunder that all employees covered by this Agreement shall, on or after the 30th day following the employee's first employment by the Employer in the classifications covered herein, become and remain members of the Union throughout the period of their employment with the Employer.

2.02. Effect of State Laws. Notwithstanding anything to the contrary therein, Section 2.01 shall not be applicable if all or any part thereof shall be in conflict with applicable law; provided, however, that if all or any part of Section 3.01 becomes permissible by virtue of a change in applicable law, whether by legislative or judicial action, the provisions of Section 3.01 held valid shall immediately apply.

2.03. Check-off. The Employer will check off and remit to the Union work referral fees for all employees who have executed and furnished to the Employer a payroll deduction authorization in the form set forth in Exhibit II, attached hereto, which by this reference is made a part hereof.

2.04. Indemnification. The Union will indemnify and save the Employer harmless against any and all claims, demands or other forms of liability which may arise out of, or by reason of, any action taken or not taken by the Employer at the request of the Union, in accordance with the provisions of this Article.

ARTICLE 3
Employment Procedure

3.01. In the filling of any vacancy for a position in the Regular House Crew, the following procedure shall govern.

3.02. In the filling a permanent vacancy in the Regular House Crew, the Employer shall first send a notice of the vacancy to the Union, which the Union may post at the Union hall. The posting will be exclusive for three (3) days, including weekends. The Employer will consider all applications received pursuant to such posting. However, if after reviewing such applications, the Employer wishes to consider additional applicants, the Employer may publicly post the position.

3.03. In the filling of a temporary vacancy in the Regular House Crew, including any vacancy that exists while the process of filling a permanent vacancy pursuant to Section 3.02 is ongoing, the Employer may request the dispatching office of the union to provide a qualified applicants to fill the vacancy. To be considered, the applicants must be able to fill the vacancy for the entire duration of the vacancy. The Employer also may, at its discretion, assign a regular employee of the Employer working at any other location to fill the temporary vacancy.

3.04. Right of First Refusal.

(a) Subject to being qualified to perform the work, the following individuals will receive a right of first refusal to stagehand work covered by this Agreement or the Encore Fixed Facility Agreement not performed by the regular house crew.

- Carlos Cisneros
- Christopher Willis
- Joe Webster
- Mike Bedik
- [TBA – New Hire]

(b) The right of first refusal shall be offered to employees in seniority order, based on their MGM Resorts International Seniority date. The Employer shall offer the right of first refusal on an ongoing basis, and not a per job basis, the intent being that the named individuals will receive an equal number of opportunities to accept calls.

(c) The right of first refusal is personal to the individuals named in Section 3.04(a). Should their right of first refusal terminate, the Employer shall have no obligation to hire any persons to fill these positions.

(d) The right of first refusal shall terminate for any individual who turns down four (4) calls within a rolling twelve (12) month period. An individual will not be considered to have turned down a call if at least two weeks prior to such call, they have notified, in writing or e-mail, the Encore Director at the Bellagio that they would be unavailable for work during the time of the call. Any notification of unavailability may not exceed two weeks. The individuals shall not abuse this privilege.

(e) At its sole discretion, the Employer may post a schedule for individuals covered by this Section. The posting of the schedule is solely for convenience and will not be deemed to have changed the status of these individuals.

3.05. The Employer shall be the sole judge as to the competency and qualifications of all employees and applicants for employment. The Employer may reject any job applicant referred by the Union, provided, however, that no applicant or employee shall be discriminated against because of his-their union or non-union status, nor because of his-their participation in concerted activities protected under the Labor Management Relations Act, 1947, as amended.

ARTICLE 4
Wage Rates

4.01. Employees under this agreement shall be paid according to the following schedule.

| | Per Hour |
|------------------------|----------|
| 01/01/23 thru 12/31/23 | \$36.39 |
| 01/01/24 thru 12/31/24 | \$37.66 |
| 01/01/25 thru 12/31/25 | \$38.79 |
| 01/01/26 thru 12/31/26 | \$39.76 |
| 01/01/27 thru 12/31/27 | \$40.76 |

It is understood and agreed that any employee covered by this Agreement that performs work of a classification with a greater rate of pay under the Fixed Facility Agreement between Encore and the Union shall be paid at the higher rate of pay for the actual hours worked in that classification.

4.02. Weekly Guarantee.

(a) Regular House Crew Convention Technicians who perform any work in a week will receive a guaranteed minimum of thirty-six (36) hours of pay, provided they are available to perform to such work as the Employer may assign to them (are available for all thirty-six (36).

(b) In any week in which it applies, the weekly guarantee shall be reduced by any hours the employee is not available for work. The guarantee applies only in weeks where employees perform actual work under this agreement, and does not apply when employees receive pay for work not performed (e.g. vacation, holiday, minimum call, etc.) or when the sole work performed by employees in a week is work performed under the Fixed Facility Agreement. In weeks where employees both work and have paid time off that is excluded from the guarantee, employees will be paid prorata for work performed based upon the guarantee.

(c) In weeks where the guarantee applies, Employees will be considered not available to work if they turn down any work offered to them by Encore, whether under this Agreement or the Encore Fixed Facility Agreement. If Employees work under the Fixed Facility Agreement, they will receive either their regular hourly rate or the pay for the classification in which they are working under the Fixed Facility Agreement, whichever is higher.

4.03. Weekly Guarantee Limitations. The weekly guarantee shall not be paid where any ~~performance~~-cancellation or failure on the Employer's part to provide work results from legitimate conditions beyond the Employer's control, such as labor disputes; or accidents, fires, floods, power failures, mechanical breakdowns, or the unavailability of performer(s) due to unforeseen circumstances such as illness or injury (provided that notification of such cancellation has been provided to the ~~union~~ hallemmployee by no later than ~~four (4)~~eight (8) hours prior to the scheduled report time of the show), which create a condition whereby the employee is unable properly to perform his-their duties. ~~Where it is possible to do so, the Employer will give the Union advance notice of performances or work which is cancelled for the reasons stated, at which time the Employer shall also advise if the employees are to be assigned to other duties. Employees affected by such cancellation or failure to provide work will be paid prorata for work performed based upon the performance or hourly rate, as the case may be, with the understanding that if a performance has begun, the employee will be paid for the full performance.~~

4.04. ~~Performance Pay.~~

~~(a) — A performance work call shall be for that work actually required of employees to present a theatrical event which consists of a single or a series of scenes or acts that would normally be regarded as what is commonly known as show act, drama or musical presentation. A performance shall not exceed three (3) hours total including report and setup.~~

~~(b) — Employees who work a performance that exceeds three (3) hours of running time shall be compensated for all time worked in excess of three (3) hours at the appropriate hourly rate of pay. Running time of a performance shall include report and set up time. Running time of a performance shall also include all acts, exhibitions, speakers, appearances, talent, and any other elements involved with the presentation.~~

~~(c) — Employees working under the performance rate of pay may be required at the Employer's discretion to report to their duty stations for up to thirty (30) minutes before the performance. This report time is solely for the purposes of determining that all employees are available and to do the required set up work for the performance. Compensation for report and set up time is included in the performance rate of pay. Any additional work shall be compensated at the regular hourly rate.~~

~~(d) Performances will be paid at the straight time rates and those hours will not accrue towards daily overtime but will accrue towards the weekly overtime (i.e., over 40 hours).~~

4.0504. The Employer shall post a schedule for employees one week prior to the work week in which the schedule is effective. The parties recognize that the needs of the business may change and that the schedule may change to meet those needs, subject only to the minimum call provisions of this Agreement and Section 4.07-06 below.

4.0605. Reporting Pay. An employee reporting to work as scheduled or pursuant to the direction of his-the Employer who has not been notified of the cancellation ~~or postponement~~ of such work call shall be provided with not less than (a) ~~two (2)~~four (4) hours' work or ~~two (2)~~four (4) hours' pay. It shall be sufficient notice for the purposes of this Section if the Employer notifies the ~~Union-employee~~ four (4)~~eight (8)~~ hours in advance of the cancellation or four (4) hours in advance of the postponement of the scheduled report time. If the Employer fails to provide the required notice for a postponement, and an employee reports as scheduled ready, willing, and able to work, the Employer shall pay the

employee four (4) hours reporting pay or provide the affected employee(s) with a minimum four (4) hours work.

4.0706. Training Pay.

(a) Regular House Crew members will be paid their hourly rate for time spent in any training course offered by the IATSE Training Trust, up to a maximum of eight (8) hours pay per calendar year.

(b) The individuals named in Section 3.04 will be paid their hourly rate for time spent in any training course offered by the IATSE Training Trust, up to a maximum of four (4) hours pay per calendar year.

(c) Employees will receive training pay in the payroll period following their presentation to the Employer of satisfactory proof of completion of training. Hours spent in training shall not be considered hours actually worked for purposes of overtime calculations.

4.0807. Work Assignments. Nothing in this Agreement shall be construed as prohibiting the Employer from assigning employees to perform any work in any area for which ~~he/she is~~they are qualified.

ARTICLE 5
Hours of Work - Overtime

5.01. All work in excess of eight (8) hours in any shift or after forty (40) straight-time hours in the work week shall be paid at one and one-half (1 1/2) times the straight-time hourly rate, unless otherwise provided for in this Agreement.

5.012. All work performed by an employee on the employee's sixth (6th) consecutive day of work in a seven (7) day period shall be compensated for at one and one-half times (1 ½ X) the employee's appropriate rate of pay for the first eight (8) hours, and double time (2X the appropriate rate of pay thereafter when they are scheduled to, or recalled, to work the same event for six (6) consecutive days in a seven (7) day period. All work performed by an employee on an employee's seventh (7th) consecutive day in a seven (7) day period shall be compensated for at two times (2X) the employee's appropriate rate of pay when they are scheduled to, or recalled, to work the same event for seven (7) consecutive days in a seven (7) day period.

5.02 Notwithstanding anything herein to the contrary, it is agreed that under no circumstances shall the combination or duplication of rates of pay exceed two (2) times the regular straight-time rate of pay.

5.03 Fractions of an hour shall be calculated and paid in fifteen (15) minute increments.

5.04 Nothing in this Agreement shall be construed to require the Employer to provide an employee with work which would result in the employee being paid at premium or penalty rates, regardless of whether the work is performed at Bellagio under any of the terms of this Agreement or for Encore or an Encore affiliated entity at any location. Overtime shall be paid for

hours actually worked and shall not include any hours paid but not worked.

ARTICLE 6 Vacations

6.01. Amount of Vacation Pay. Each employee shall receive vacation pay in an amount equal to four percent (4%) of their gross income earned, paid at the end of each payroll period along with the regular payroll.

6.02. Scheduling of Time Off for Vacations. Employees who meet the eligibility requirements of this Section shall be required to give the Employer at least two (2) weeks' written notice prior to the time they desire to take their vacation. It is further understood and agreed that the Employer shall not be obligated to grant vacation time off to any employee unless a suitable replacement, who is willing to work the period of the vacation, is available.

6.03. Insofar as possible, time off for vacations shall be granted at times most desired by employees subject to the understanding that the final right of allotment of vacation periods is reserved to the Employer in order to ensure the orderly operation of the establishment. The amount of time available for vacations shall be determined by mutual agreement between the Employer and the employee, but in no event less than that provided for under the following schedule:

(a) Employees who have been carried on the active payroll for six (6) consecutive months will be entitled to three (3) weeks' time off in any anniversary year.

(b) Employees who have been carried on the active payroll for less than six (6) but more than three (3) consecutive months will be entitled to two (2) weeks' time off in any anniversary year.

(c) Employees otherwise eligible to take time off may take additional time off subject to approval by the Employer.

~~(d)~~ No employee with less than three (3) consecutive months of active service shall not be entitled to any time off.

ARTICLE 7 Recognized Holidays

7.01. The following days shall be recognized as holidays under this Agreement:

| | |
|------------------------|------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Labor Day |
| Easter Sunday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| <u>Juneteenth</u> | |

7.02. Holiday Pay. Employees who work on any of the holidays as set forth in Section 7.01 shall be paid at double time (2X) their daily rate of pay for such work performed on the holiday.

7.03. Failure to Report. If an employee was scheduled by ~~his/her~~the Employer to work on that holiday and fails to report for such scheduled work, ~~he/she~~they shall not receive any holiday pay.

ARTICLE 8 Health and Welfare

8.01. Trust Agreement. The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the Hotel Employees and Restaurant Employees International Welfare Fund (“Culinary Fund”) as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representative on the Board of Trustees, such Trustees named in said Agreement and Declaration of Trust as Employer and Union Trustees, together with their successors selected as provided therein, and agree to abide and be bound by all procedures established and actions taken by the Trustees pursuant to said Trust Agreement, provided nothing in this Article shall be interpreted as prohibiting the Employer and the Union from mutually agreeing to change the provider of Health and Welfare Insurance during the term of this Agreement.

8.02. Contributions.

The Employer shall make benefit contributions to the Culinary Fund in accordance with the standards set and established by the Culinary Fund Trustees. The Employer shall make contributions to the applicable Fund as set forth above and for each hour worked or paid to employees covered by this Agreement, on or before the fifteenth (15th) day of each month for the previous month.

Except as otherwise provided in this Agreement, the Employer shall contribute for each hour worked or paid to Full-Time Employees, the sum of ~~\$4.35~~5.88 per hour. The Employer shall pay any Culinary increases required by the Culinary Fund Trustees for coverage over the term of this Agreement.

The Employer shall pay at least six (6) hours of health and welfare contributions for each day on which a Full Time employee works.

8.03. Said contributions shall be submitted monthly, together with a report of the employee data required by the provider of Health and Welfare Insurance, on the format prescribed by the provider of Health and Welfare Insurance, no later than the fifteenth (15th) day of the month for which contributions are to be made.

For the purposes of this Section, a minimum work call worked ~~or a minimum of two performances worked, unless only one performance was scheduled, or one performance was canceled,~~ shall constitute one day's work.

In the event the Employer is in arrears in the payment of contributions, it shall be liable for late fees, interest and liquidated damages as established by the Trustees, legal fees, court and/or arbitration costs, and audit and other expenses incidental to the collection of said delinquency.

8.04. Extension of Benefits. The Employer agrees to extend Health and Welfare contributions for all regular employees who are on vacation status, as provided in Section 6.03 herein, and to make the minimum required monthly contributions for any regular full-time employees who are on medical

leave of absence because of an on-the-job injury for a period not to exceed twelve (12) weeks from the commencement of the leave.

8.05. Reporting. The Employer will provide copies to the Union of the monthly reports of contributions that it submits to the provider of Health and Welfare Insurance and will designate therein which employees are regular full-time employees.

8.06. Local Plan Option. Notwithstanding any other provisions in this Article, the Employer agrees that, at the request of the Union, the parties will establish a Taft-Hartley Trust to provide Health and Welfare Insurance for the employees represented by the Union. The Trust will devise the plan including the method of providing benefits. The Employer agrees to make all contributions set forth above into this new Trust Fund and further agrees that the Union may divert wages into contributions in order to maintain or increase benefits. The Union expressly understands that no additional contributions in excess of those set forth above shall be required by the Employer during the term of this Agreement. The Trust shall be designed so as to allow contributions from any Employer that is signatory to the Union. The parties expressly agree that should a dispute concerning the creation of the Trust document and Trust plan arise, the dispute shall be referred to the parties' respective legal counsel with the mandate to resolve the dispute expeditiously.

ARTICLE 9
Trust Funds

9.01. The Employer agrees to accept and be bound by the provisions of the Agreement and Declaration of Trust establishing the IATSE Annuity Fund, Nevada Resort Association - I.A.T.S.E. Local 720 Pension Trust Apprentice and Journeyman Training and Education Trust, and Disability Trust, and further agrees that the Employer Trustees of said Trusts, and their successors in trust, are and shall be its representative and consents to be bound by the rules and regulations established, or as may be established, by the Trustees of such Trusts.

9.02. On a monthly basis, the Employer shall remit to the trust funds the following amounts earned by or paid to employees covered hereunder during the preceding month.

| <u>Effective:</u> | <u>/ /23</u> | <u>01/01/24</u> | <u>01/01/25</u> | <u>01/01/26</u> | <u>01/01/27</u> |
|-------------------|--------------|-----------------|-----------------|-----------------|-----------------|
| Annuity | <u>9.5%</u> | <u>10.5%</u> | <u>11.5%</u> | <u>12%</u> | <u>12%</u> |
| IA Training | <u>1.0%</u> | <u>1.0%</u> | <u>1.0%</u> | <u>1.0%</u> | <u>1.0%</u> |
| Disability | <u>0.1%</u> | <u>0.1%</u> | <u>0.1%</u> | <u>0.1%</u> | <u>.05%</u> |

9.03. The Employer agrees to withhold voluntary wage assignments for the IATSE Annuity Fund and forward the assignments to the Annuity Fund in the same manner that Employer contributions are made. Employees must submit their request for voluntary wage assignment on the proper form provided by the IATSE Annuity Fund.

9.04. The Union may redirect any portion of the annual wage increase under the Agreement to Annuity, Training, Disability, or Health and Welfare contributions on behalf of the employees covered by this Agreement provided that such change does not result in any increase in cost to the Employer.

ARTICLE 10
Grievances and Arbitration

10.01 Grievances Defined. For the purpose of this Agreement, a grievance is defined as a claim or allegation by an employee in the bargaining unit or the Union that the Employer has violated or is violating the provision of this Agreement. It is the intent of the parties that they will attempt in good faith to resolve grievances without initiating the formal arbitration process.

10.02 Grievance and Arbitration Procedure.

(a) Grievances must be submitted in writing to the Employer's representative and signed by a Union representative or the employee affected. In order to be timely, grievances must be presented within fourteen (14) workdays following occurrence of the event giving rise thereto, or within fourteen (14) workdays of the time the employee or the Union could have reasonably acquired knowledge of provision or provisions of this Agreement alleged to be involved. The Employer will notify the Union of the identity of ~~his~~their designated representative.

(b) Step 1. Within seven (7) workdays following the presentation of the grievance, representatives of the Union and the Employer shall meet and attempt to resolve the issue in dispute.

(c) Step 2. If the parties are unable to resolve the dispute at the first step, the Union or the Employer may elect to refer the matter to a Board of Adjustment by notifying the Employer within seven (7) workdays of the date the decision is rendered in Step 1 above. The Board of Adjustment shall consist of two (2) representatives selected by the Union and two (2) selected by the Employer. The Board of Adjustment shall meet within seven (7) workdays following the conclusion of Step 1, and a decision concurred in by a majority of all members thereof shall be final and binding on all parties. As an alternative to the Board of Adjustment the Union and the Employer may jointly agree to refer the dispute for mediation with the Federal Mediation and Conciliation Service.

The parties agree to abide by the award of the Adjustment Board. The parties further agree that there shall be no suspension of work when such dispute arises while it is in the process of adjustment or arbitration.

(d) Step 3. Arbitration.

1. If the issue cannot be resolved in accordance with the procedure described above, the Union or the Employer may elect to refer the matter to an impartial arbitrator, by serving upon the other party notice of its desire to arbitrate. Such notice must be given not later than seven (7) workdays following the completion of Step 2 above. All arbitrations shall be held before a single arbitrator. The written demand for arbitration shall set forth the grievance to be arbitrated, the section or sections of this Agreement alleged to have been violated, and the relief sought. Representatives of the Union and the Employer shall attempt to select an arbitrator, but if they are unable to do so within seven (7) workdays after the demand for arbitration, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) recognized and qualified arbitrators. The Union shall first strike one name from the list and the Employer shall then strike one name, thus alternating until the remaining name shall be the arbitrator. The

arbitrator shall be notified of ~~his~~-their selection by a joint letter from the Union and the Employer.

2. The arbitrator shall not have any authority, jurisdiction or power to alter, amend, change or modify, add to or subtract from any of the provisions of this Agreement. The arbitrator's award shall be based solely upon ~~his~~-their interpretation of the meaning or application of the provisions of this Agreement. The award of the arbitrator shall be final and binding upon the Union, the employee involved and the Employer. The expenses and fees of the arbitrator shall be shared equally by the Union and the Employer.

10.03. Time Limits. It is understood and agreed that if the Employer or the Union fails to abide by the time limits specified in this Article 10, the grievance shall advance to the next step in the grievance process, up to and including arbitration where appropriate.

10.04. Extension of Time Limits. The time limits and other provisions set forth in this Article may be extended or waived by mutual agreement of the parties.

ARTICLE 11 No Strikes-No Lockouts

11.01. For the duration of this Agreement, the Union, its members, officers agents, employees, and representatives, agree that they will not instigate, condone, aid, or engage in any strikes or work stoppages of any kind, including sympathy strikes, slowdowns, sit-downs, picketing, boycott, or any action of any kind which will interrupt or interfere with the operations of the Employer, either directly or indirectly, for any reason whatsoever.

11.02. Union officials and representatives shall use every legal and proper means, and exert every possible effort, to prevent or stop the occurrence of employee action in violation of this Article, including the use of Union disciplinary proceedings and fines. The Union shall inform the Employer of its efforts in this respect (including copies of any notices to employees and a statement in writing to the Employer that the activity is unauthorized and in violation of this Agreement).

11.03. In the event that any employee in the bargaining unit covered by this Agreement shall, during its term, engage in any of the activities herein prohibited, the Union agrees, upon being notified by the Employer, immediately to direct such persons to cease such activity and resume work immediately. The Employer shall have the right to immediately terminate, without notice, any employee who engages in any of the activities prohibited by this Article, and, in the event a grievance is filed protesting such termination, the sole question for arbitration shall be whether the person engaged in the prohibited activity. The foregoing shall not be construed as a limitation upon any relief to which the Employer may be entitled.

11.04. During the term of this Agreement, the Employer will not lock out any of the employees covered by this Agreement.

ARTICLE 12
Employer's Rights

12.01. The right to manage the business, including all matters not covered by this Agreement, as well as the right to hire and fire employees, to determine the suitability and competence of all applicants and employees, to prescribe the duties of employees, to assign them to work as needed, to direct the working force, to determine the number of employees to be employed, to determine when a lack of work exists and to relieve employees from duty because of a lack of work and the right to determine the means, methods and schedules of installations, operations and maintenance are reserved to the Employer.

12.02. The rights identified in this Article are by way of example and shall not be read as a limitation. Realizing that the Employer must have flexibility regarding all job assignments and other operational decisions in order to respond to competitive pressures, business needs, and change, the Employer retains the right to exercise all the rights and functions of Management. Any of the rights, power, and authority the Employer had prior to entering into this collective bargaining relationship are retained by the Employer, except as such rights may be contrary to the terms and conditions of this Agreement.

12.03. The parties acknowledge the existence of the Employer's Handbook and agree that the Handbook shall apply to employees covered by this Agreement to the extent that it does not conflict with any provision of this Agreement or such agreements as the parties may subsequently reach. The Employer shall provide a copy of the current handbook to the Union or any employee upon request. Without limiting the foregoing, at its sole discretion, the Employer may adopt new or modified rules relating to grooming and dress standards. Prior to implementing any dress and grooming requirements, the Employer shall provide a copy of such requirements to the Union and discuss the requirements with the Union. The Employer shall have the right to unilaterally implement any dress and grooming requirements after providing the Union with a copy of the proposed requirements and the opportunity to discuss the requirements.

12.04. Substance Abuse Policy: The parties agree to adopt the Substance Abuse Policy attached hereto as Exhibit II, as the substance abuse policy for employees employed under this Agreement. The Union recognizes that it is the Employer's policy that all applicants for which a conditional offer of employment is made must pass a lawful substance abuse test and background check before they may report to work.

12.05. The Employer may charge an employee for any damage caused by the employee, either to the Employer's property or that of any of the Employer's customers, or for any liability incurred by the Employer due to the employee's negligent, reckless, or willful conduct. The Employer may make reasonable deductions from an employee's paycheck to cover such amounts. Nothing in this section shall be interpreted as restricting the Employer's right to discipline an employee, up to and including termination, for causing such damage or liability.

ARTICLE 13
Termination and Lay-off

13.01. Termination of Employment.

(a) A regular employee will be considered as a probationary employee until ~~he/shethey has-have~~ completed ninety (90) workdays of employment from the most recent date of hire by the Employer. A probationary employee may be terminated at the discretion of the Employer. The above probationary period may be extended by mutual agreement of the Employer and the Union.

No regular employee, after having completed ~~his/hertheir~~ probationary period, shall be disciplined or discharged without just cause. A regular employee who has completed ~~his/hertheir~~ probationary period must be given a written warning and a reasonable opportunity to correct the deficiency prior to ~~his/hertheir~~ discharge. All warning notices are void after one (1) year. No written warning is required when an employee is discharged for dishonesty, willful misconduct, drunkenness or drinking on the job, being under the influence of a controlled substance on duty, unlawful possession of a controlled substance, refusing to submit to testing for drug or alcohol usage in accordance with the provisions of Section 12.04 of this Agreement, participation in conduct that violates Article 11 of this Agreement, serious improper behavior or discourtesy toward a customer or guest, insubordination, failure to report to work without just cause, or walking off the job during a shift.

When a regular employee is disciplined or discharged, any prior disciplinary action of that employee within the prior one (1) year shall be considered in determining the just cause of the discipline or discharge. The prior discipline does not have to be for the same offense for which the employee is being discharged or disciplined.

(b) Regular employees who desire to terminate their employment must give the Employer fourteen (14) days' notice of their intention to terminate. Any regular employee who fails to give the required notice shall forfeit ~~his-their~~ accrued vacation pay. The Employer and employee may agree to waive all or a portion of the fourteen (14) day notice required.

(c) Employees with less than five (5) years' service may be offered before, after, or at any time during the grievance process two (2) months' pay in lieu of processing a grievance and arbitrating the discharge. In the event the employee declines this offer when made by the Employer, the Union will not arbitrate the discharge unless it objectively determines that, in its judgment, the discharge constituted a flagrant miscarriage of justice. In the event a positive determination is made, and the Union processes the discharge to arbitration, the arbitration procedure to be used, i.e. either type of expedited procedure or the regular arbitration procedure shall be determined by the Employer.

13.02. Layoffs Due to Reduction in Force.

(a) In those instances where the Employer curtails its operations, the Employer shall lay off its employees, according to the following procedure:

The Employer shall give fourteen (14) days advance written notice to the Union and to all employees involved in such curtailment of operations. The written notice to the Union shall also specify which, if any, of the employees are to be assigned hourly work on a work call basis and when the Employer expects to resume normal operations.

The weekly guarantee shall not be applicable with respect to the week in which the layoff occurs, provided that the above procedure has been followed.

The Employer agrees that employees on layoff shall be recalled to work, as needed, in the order of their seniority, subject to the Employer's judgment as to the qualifications of the employees involved; provided that such judgment shall be exercised fairly and in good faith. The right of any employee to be recalled under this Section shall expire six (6) months from the effective date of ~~his~~their layoff. The Employer may recall employees from lay-off for a period of less than one week, in which case the weekly guarantee shall not apply.

13.03. Seniority. The Employer recognizes the principle of seniority which, for the purposes of this Agreement, is defined to mean continuous time of service with the Employer in the position of Regular House Crew Convention Technician.

13.04. Calculation of Continuous Service. There shall be no deduction from continuous service for absences due to the following causes or circumstances:

- (1) Absence not exceeding the period of an authorized leave of absence.
- (2) Absence, not exceeding six (6) months' duration, due to illness or injury, whether or not compensable under the provisions of the State Industrial Insurance Act.

ARTICLE 14 Rest and Meal Periods

14.01. Employees under this Agreement scheduled for eight hours or more will receive one hour of paid time off to be taken as part of the scheduled eight-hour shift (7+1). This provision shall preserve the existing practice of house crew receiving a forty (40) minute meal break and a twenty (20) minute break, which may be taken consecutively, work permitting. Scheduling of this paid time off will be subject to the requirements of the job, although the employer will make reasonable efforts to provide the twenty (20) minute break no later than two and one-half hours after the start of the shift and the forty (40) minute break no later than five and one-half hours after the start of the shift. Where required by the work, the Employer may break the employees for the day after seven (7) straight hours of work, for which the employees will receive eight (8) hours pay.

14.02. Each employee shall be entitled to a rest period of eight (8) consecutive hours after ~~he is~~they are relieved from duty on a job. In the event an employee is relieved from duty on a job and then recalled to the same job prior to receiving the full eight (8) hour rest period, such employee shall earn two times (2X) the straight time rate of pay for any hours worked and shall continue to receive this premium pay until the employee receives a rest period of eight (8) consecutive hours.

ARTICLE 15
Leaves of Absence

15.01. The employer will comply with the Family Medical Leave Act (FMLA) in all situations covered by the act. All leaves resulting from bona fide illnesses and injuries, as detailed above, shall be treated as leaves under the FMLA, and not in addition to FMLA leave.

ARTICLE 16
Payment of Wages

16.01. The Employer will pay all employees covered by this Agreement in accordance with the Employer's customary payroll practice with respect to its other IATSE Local 720 bargaining unit employees.

16.02. Employees who quit or are discharged shall be paid in accordance with Nevada law.

16.03. If the Employer becomes delinquent in payment of wages or is operating in receivership by a Board of Trade or Creditor's Committee, or in the case of liquidation or bankruptcy, all wages accrued become due and must be paid at once.

ARTICLE 17
Scope of Work

17.01. Where a Regular House Crew Convention Technician covered by this agreement accepts or fills a call from Encore, whether at Bellagio or any other location, the terms and conditions of such work will be governed by the Fixed Facility Agreement.

17.02. The parties recognize that bargaining unit work should be performed by bargaining unit members. The parties also recognize that similar work will be performed in the Bellagio by IATSE represented employees under the Fixed Facility Agreement and through the historical practice of supervisors performing bargaining unit work in certain circumstances. Provided that the performance of such work by non-bargaining unit members does not result in the loss of the weekly guarantee by, or a lay-off of, any Regular House Crew Convention Technician, such work practices shall be permitted under this Agreement.

ARTICLE 18
Safety

18.01. The Employer will comply with all safety standards required by the State Industrial Insurance System and the Occupational Safety and Health Act insofar as such standards are applicable to the employees covered by this Agreement and will not require an employee to work under hazardous conditions without providing such safeguards as are consistent with established safety practices.

18.02. Employees are required to comply with all safety policies and practices established by the Employer and to co-operate with the Employer in the enforcement of safety measures.

ARTICLE 19
Equal Opportunity

19.01. The Employer and the Union agree that, in accordance with applicable laws, neither of them will discriminate against any employee or applicant for employment on the basis of race, religion, age, color, sex or national origin. This pledge of non-discrimination applies to registration, dispatchment, employment, training, compensation and all other aspects of the employment relationship covered by law and the terms of this Agreement. For the purposes of this Agreement, the masculine shall include the feminine and the feminine shall include the masculine.

ARTICLE 20
Union Representatives and Job Stewards

20.01. Union Representatives. The Employer agrees that the authorized representatives of the Union shall be granted access at any reasonable time to those areas of the premises where employees represented by the Union are employed, when such visits are necessitated by matters concerning the administration of this Agreement. The Union agrees that its representatives will not interfere with the Employer's operations or the performance of the Employees' obligations to the Employer.

20.02. Union representatives shall not seek to gain access to any area of the Employer's premises or any locations where the Employer's employees are performing work, without permission of the Employer, however, with prior notice the Union shall not be denied reasonable access. Any meetings between the Employer and the Union shall take place at a mutually agreeable location.

20.03. The Union shall select the Job Steward from among the crew. The Job Steward's function, in addition to their normal work, shall be to administer the contract in the absence of the Business Representative of the Union, and report to the Business Representative of the Union grievances or alleged infractions of this Agreement. The Job Steward shall not perform any union related duties during working hours, unless directed by the Employer. In such cases, the Job Steward will seek the Employer's approval to perform such duties and the Employer will not unreasonably withhold such approval.

ARTICLE 21
More Favorable Terms

21.01 Should the Union enter into any contract with a like in kind employer for a bargaining unit including individuals performing work of the type performed by the bargaining unit covered by this Agreement, which contains terms and conditions which are more favorable to said other employer than the terms and conditions in this Agreement, then, at the Employer's option, all of the terms and conditions of the other agreement may be incorporated into this Agreement in lieu of the terms specified herein. This Article shall not apply to any first time collective bargaining agreements executed by the Union.

21.02 The Union agrees that, upon demand of the Employer, it shall exhibit to the Employer or its authorized representative any agreement, with all attachments, entered into with any other employer for a bargaining unit including individuals performing work of the type performed by the bargaining unit covered by this Agreement. A failure on the part of the Employer

to insist upon the application of this Article, whether said failure is intentional or a result of an oversight, shall not construe a waiver of Employer's right to demand enforcement of this Article on other occasions.

ARTICLE 22 Savings Clause

22.01. In the event any provisions of this Agreement are adjudged by a tribunal with jurisdiction to be violate of any applicable federal or state law, now or hereafter in force, such provisions shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect. The parties agree to negotiate to attempt to cure such invalidity.

22.02. In the event that the parties are unable to reach agreement, or a period of ninety (90) days has passed from the date of the finding referred to in Section 22.01 without agreement being reached (without regard to whether any party fulfilled its statutory bargaining obligations), each of the parties agrees to submit its last, best and final proposal to final and binding arbitration. The arbitrator, who shall be selected pursuant to the provisions of Article 16 of this agreement, shall select the last, best and final proposal of either the Employer or the Union to be included in this Agreement, following a hearing on the matter. The arbitrator shall not have the authority to modify, alter, amend, supplement, add to or delete from either party's last, best and final proposal. The proposal selected by the arbitrator shall become part of this Agreement as of the date of the arbitrator's decision.

22.03. The parties signatory hereto agree that any and all liability that may arise to any person or in any proceedings in any court, or before any governmental agency in connection with the administration of the provisions of this Agreement, shall be several only. This limitation against joint liability is deemed necessary by the parties because of the fact, recognized by each of them, that the parties will act severally and not jointly in such matters and will, in so acting, not be subject to the control of any of the other parties.

ARTICLE 23 Notices

23.01. Any notices required under this Agreement shall be deemed given if mailed by certified mail, return receipt requested, or delivered by hand delivery to the address and persons specified below:

If to the Employer:

Encore ~~Event Technologies, Inc. Group (USA), LLC~~ 5150 S. Decatur
Boulevard
~~Las Vegas, Nevada~~ 8850 W. Sunset Road 3rd Floor
~~Las Vegas, NV 89148-89118~~

Attention: ~~Phil Cooper~~ Deborah Klein or ~~his~~ their designee If to the Union:

IATSE Local 720
3000 S. Valley View Blvd. Las Vegas, Nevada 89102

Attention: President, or other authorized officer

23.02. In lieu of the above Section 23.01, notice may be provided by e-mail with a read receipt requested. If the e-mail used does not provide for a read receipt, the party sending the notification will request a confirming e-mail.

ARTICLE 24 Complete Agreement

24.01. The parties hereto acknowledge that during the course of negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects to collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained herein were arrived at after the free exercise of such rights and opportunities. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives their rights and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter so specifically referred to or covered by this Agreement, even though such subject may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or this Agreement.

24.02. Any interpretation of this Article shall be consistent with Article 12, Management Rights, and the inherent managerial prerogatives retained by the Employer. This Article shall not be interpreted as precluding management in any way from exercising its authority in matters that are not covered by this Agreement.

ARTICLE 25 Labor – Management Productivity Council

25.01. The Union and the Employer agree that it is in the best interest of both parties and the employees covered by this Agreement to communicate concerning common concerns involving emerging technologies, training initiatives, new legislation and general jurisdiction issues on an on-going basis, to maintain working conditions for the employees and services for the Employer and its guests and clients. To better accomplish, the parties agree that a Labor Management Productivity Council will be created, with members appointed by each party, to meet as needed, to discuss whatever topics the committee members decide, in an effort to mutually resolve issues before they become problems or issues of dispute between the parties. In addition, in regards to the conditions of the Agreement itself, both parties agree that within this committee, they may engage in bargaining in regards to creating mutually acceptable customs and practices throughout the life of this Agreement, as new circumstances may dictate.

ARTICLE 26
Term of the Agreement

26.01. Except as otherwise provided for herein, this Agreement shall become effective on the ~~13th~~-1st day of June, ~~2016~~2023, and shall continue in full force and effect to and including ~~May 31~~December 31, 2021~~2027~~, and from year to year thereafter, unless either party hereto shall notify the other, in writing, by certified mail, not less than sixty (60) days prior to ~~May 31, 2021~~December 31, 2027 or sixty (60) days prior to ~~May~~-December 31st of any succeeding year of a desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this ~~13th~~-1st day of June, ~~2016~~2023.

For the Employer:

For the Union:

~~ENCORE EVENTGROUP (USA), LLC.~~
~~TECHNOLOGIES, INC.~~

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES ITS TERRITORIES AND
CANADA, LOCAL 720, LAS VEGAS, NEVADA

By: _____
~~Phillip Cooper~~Charles Young
Its: Chief Human Resources Officer

By: _____
Marielle “Apple” Thorne
Its: Business Representative

Address: 8850 W. Sunset Road, 3rd Floor
Las Vegas, NV 89148
Phone: 702-739-8803

By: _____
Phil Jaynes
Its: President

By: _____
David Weigant
Its: Secretary-Treasurer

#1
MEMORANDUM OF AGREEMENT

RE: PRE-EMPLOYMENT DRUG TESTING

During the negotiations over the terms to be incorporated in the new Labor Agreement, the following understanding was reached with respect to Pre-Employment Drug Testing:

The parties agree that it is mutually advantageous to the Employers and the employees represented by the Union on an industry-wide basis to minimize the time and effort devoted to pre-employment drug testing. Therefore, the Employers and the Union shall continue to meet and negotiate concerning the establishment of a drug testing program to be administered by the IATSE Local 720 - Nevada Resort Association Training Trust, a jointly administered Taft Hartley Fund. In the interim, the present practice in regard to drug testing of applicants shall continue.

For the Employer:

ENCORE ~~EVENT TECHNOLOGIES, INC.~~
GROUP (USA), LLC.

By: _____
Charles Young
Its: Chief Human Resources Officer

For the Union:

IATSE LOCAL 720

By: _____
Marielle "Apple" Thorne
Its: Business Representative

By: _____
Phil Jaynes
Its: President

By: _____
David Weigant
Its: Secretary-Treasurer

EXHIBIT I
CHECK-OFF AGREEMENT AND SYSTEM

1. Pursuant to the Union Security provision (Section 13.02) of the Labor Agreement between Encore ~~Event Technologies~~Group (USA), LLC, Inc. (hereinafter referred to as the “Employer”), and IATSE Local 720 (hereinafter referred to as the “Union”), the Employer, during the term of the Agreement, agrees to deduct each pay period, Union work referral fees (excluding initiation fees and fines) from the pay of those employees who have authorized such deduction in writing, as provided in this Check-Off Agreement. Such Union work referral fees shall be limited to amounts levied by the Union, in accordance with their Constitution and By-Laws. Deductions shall be made only for those employees who have voluntarily submitted to the Employer a written authorization, in accordance with the “Authorization Check-Off of Union Work Referral fees” set forth below. It is the Union’s responsibility to provide the Employer with this form.

2. The required Authorization shall be in the following form:

AUTHORIZATION FOR CHECK-OFF OF
UNION WORK REFERRAL FEES

Date _____

I, the undersigned, working in the jurisdiction of IATSE Local 720, hereby request and voluntarily authorize (Employer) _____ to deduct from any wages or compensation due me each pay period, the regular Union work referral fees uniformly applicable to those employees working in the jurisdiction of I.A.T.S.E., Local 720, Las Vegas, Nevada.

This authorization shall remain in effect and shall be irrevocable unless I revoke it by sending written notice by registered mail to both the Employer and IATSE Local 720 fifteen (15) days immediately succeeding any yearly period subsequent to the date of this authorization or subsequent to the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner, and shall be automatically renewed as an irrevocable check-off from year to year unless revoked as herein above provided.

Signed _____

SSN # _____

3. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Union Work Referral fees together with the provisions of this Check-Off Agreement.

4. A properly executed Authorization for Check-Off of Union Work Referral fees form for each employee for whom Union work referral fees are to be deducted hereunder, shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter, only under Authorization for Check-Off of Union Work Referral fees forms that have properly executed and are in effect. Any authorization for check-off of Union work referral fees that is incomplete or in error will be returned to the Union by the Employer.

5. Check-Off deductions under all properly executed Authorization for Check-Off of Union Work Referral fees forms which have been delivered to the Employer on or before the first (1st) day of a pay period of any particular month shall begin with that pay period.
6. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union's Constitution and By-Laws, refunds to the employee will be made by the Union.
7. The Employer shall remit by the fifteenth (15th) of each month to the designated Financial Officer of the Union, the amount of deductions made during the previous month, together with a list of employees for whom such deductions have been made.
8. Any employee whose employment is broken by death, resignation, discharge or layoff, or who is transferred to a position outside of the scope of the bargaining unit, shall cease to be subject to Check-Off deductions beginning with the first (1st) day of the next succeeding pay period following such death, resignation, discharge, layoff, or transfer.
9. In the event any employee shall register a complaint with the Employer alleging ~~his~~their union work referral fees are being improperly deducted, the Employer will make no further deductions of the employee's dues or fees. Such dispute shall then be reviewed with the employee by a representative of the Union and a representative of the Employer.
10. The Employer shall not be liable to the Union by reason of the requirements of this Check-Off Agreement for the remittance or payment of any sum other than that constituting deductions made from employee wages earned.
11. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in reliance upon payroll deduction authorization cards submitted to the Employer.

EXHIBIT II
EMPLOYER'S ZERO TOLERANCE SUBSTANCE ABUSE POLICY

The employer cannot and will not condone drug or alcohol abuse on the part of its employees, nor will it condone any employee behavior on or off the job that may damage the employer's reputation.

If/When the employer becomes aware of an employee violation of any one of the rules listed below, that individual's employment with the employer shall be immediately terminated. No consideration shall be given to the employee's claim of mitigating circumstances, reasons/excuses, nor justifications for the violation. In addition, no interim disciplinary action steps or warnings shall be expected or required of the employer in lieu of (the violating employee's) termination.

Employees terminated for violating the employers "Zero Tolerance Policy" will not be eligible for future employment with the employer.

RULES APPLICABLE TO THE EMPLOYERS ZERO TOLERANCE POLICY

1. Employees must report to work in a fit condition to perform their duties. Being impaired by or under the influence of drugs or alcohol is not acceptable.
2. Any employee on company business, either on or off property, is prohibited from purchasing, selling, transferring, using illicit drugs, processing or using alcohol, or misusing prescription drugs.
3. Employees will not be terminated for voluntarily seeking assistance for a substance abuse problem. However, continued performance, attendance or behavior problems may result in termination. The employee must voluntarily come forward prior to any employer involvement, i.e., work place injury or suspicion of being under the influence.
4. Any employee on a prescription drug prescribed by a physician is required to notify both ~~his/her~~their immediate supervisor and the job steward at the beginning of the shift if the medication could affect ~~his/her~~their job performance.
5. All employees of the employer must comply with federal, state and local laws. Nevada Revised Statute 453.411 states that unlawful use of a controlled substance except in accordance with a prescription issued to such person by a physician, podiatrist or dentist, is a violation of state law. A violation of this statute will result in disciplinary action including termination of employment.

STATEMENT OF POLICY TO TEST FOR DRUG/ALCOHOL USE

It is the policy of the employer that its employees shall not be under the influence of alcohol or drugs while at the work place. Encore ~~Event Technologies, Inc~~ Group (USA), LLC., therefore reserves the right to require its employees, at the company's discretion to submit to drug testing.

Drug testing is required whenever an employee is involved in an accident or sustains an injury on company property. All parties involved in an accident will be tested.

Drug testing is also required when there is reasonable suspicion that the employee is under the influence of alcohol or drugs.

Since the employer will be responsible for all liable claims as a result of negligent injury caused to another party by the employee, the employer will be the sole judge as to what constitutes reasonable suspicion to test for controlled or illegal substance.

Refusal to submit to drug testing is considered to be self-termination by the employee.

Employees will be sent to an approved Toxicology Testing Laboratory. Employees found to have the following controlled or illegal substance levels in their system shall be disciplined in accordance with the employer's "Zero Tolerance" policy.

| | | |
|-----------------------|-----------|-----------|
| Amphetamines | 500/500 | ng/ml |
| Barbiturates | 500/500 | ng/ml |
| Cocaine Metabolite | 300/150 | ng/ml |
| Delta-9-THC COOH | 50/15 | ng/ml |
| Opiates | 300/300 | ng/ml |
| Phencyclidine (PCP) | 25/25 | ng/ml |
| Alcohol (Ethanol) | 0.02/0.02 | gm% |
| Nitrite Adulteration | | Pos./Neg. |
| Chromium Adulteration | | Pos./Neg. |