



REMOTE FACILITY COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SHOWPAY (NEVADA), LLC

AND

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

~~AND ITS TRUSTEED LOCAL 720 LAS VEGAS, NEVADA~~

THIS REMOTE FACILITY AGREEMENT (“Agreement”), entered into this 1st day of ~~May~~April, ~~2018~~2023, by and between SHOWPAY (NEVADA), LLC (herein referred to as the "Employer"), and the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE TECHNICIANS, ARTISTS, AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA ~~AND ITS TRUSTEED LOCAL 720 LAS VEGAS, NEVADA~~ (hereinafter referred to as the “IATSE” or the "Union" ).

WITNESSETH:

WHEREAS, pursuant to a valid reopening notice which has been served upon the Employer by the Union, the parties hereto have by negotiations and by collective bargaining, reached complete agreement on wages, hours of work, working conditions and other related, negotiable subjects to be incorporated into this Agreement, which is applicable to the bargaining unit as defined herein.

NOW, THEREFORE, in consideration of the foregoing, the execution of this Agreement and the full and faithful performance of the covenants, representations and warranties contained herein, it is mutually agreed as follows:

ARTICLE 1  
Non-Discrimination

1.01. 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, sex, religion, age, color, disability (subject to reasonable ~~accommodation~~accommodation) or national origin. This pledge of nondiscrimination applies to registration, dispatchment (employment, training, compensation and all other aspects of the employment relationship covered by law and the terms of this Agreement. The masculine shall include the feminine and the feminine shall include the masculine for all purposes in this Agreement.

ARTICLE 2  
Recognition, Jurisdiction and Scope

2.01. The work covered by this Agreement shall be related only to remote location(s) where the Union has a collective bargaining relationship with the owner or operator of such remote location ("Remote Location"). It is agreed by the parties, that the term "Remote Location(s)", as used herein, means such covered location within the geographical jurisdiction of the Union where work is performed by members of the bargaining unit under any job classification, as set out under Article 6 hereof, but is limited to only such work in those classifications that has been regularly and customarily performed by employees of the Employer. This Agreement shall not apply to work performed at the Employer's offices, warehouses, shops or fixed facilities (i.e. where it maintains rights to operate on an ongoing basis at a facility other than its own). The decision whether to use members of the bargaining unit for the purpose of performing work on a construction site or the installation or fabrication of scenic elements on a construction ~~site shall~~site shall be within the Employer's sole and absolute discretion. For purposes of this paragraph, a construction site includes any new construction or the renovation of an existing facility.

2.02. Recognition of the Union. (a) The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees in the bargaining unit who perform traditional stagehand and wardrobe work for the Employer which is related to the production of trade shows, exhibitions, conventions, or the temporary or permanent installation of any stages, lighting, audio, or scenic elements and work performed in legitimate theater, showrooms, or lounges.

(b) IATSE designates Local 720 as its representative to administer this Agreement and the Employer shall contribute dues deducted pursuant to Article 12 hereof to Local 720.

2.03. Employee Representational Jurisdiction.

(a) When new technologies are ~~introduced~~introduced, and the Employer makes use of such new technologies to perform work of the same nature as that performed by bargaining unit employees, the Employer and the Union shall meet to discuss the inclusion of such new technologies

within the jurisdiction of the bargaining unit, as to job classifications and rates for such new technologies.

(b) Bargaining unit work shall not include any original installations or warranty repair work performed by a manufacturer or a subcontractor of a manufacturer.

2.04. Retention of Jurisdiction. The employees represented by the Union shall retain jurisdiction over such work as they have been regularly and customarily assigned to perform in the past for the Employer at Remote Locations.

2.05. Except for purposes of Sections 2.01, 2.04, 4.01(d), 4.01(e), 19.01 and Article 24 hereof, the term "Employer" under this agreement is limited to Showpay (Nevada) LLC. Any other employers (whether or not affiliated with the signatory) are not considered Employers within the meaning of this Agreement regardless of whether or not they have entered into identical or similar agreements or who have agreements with Local 720. For purposes of Sections 2.01, 2.04, 4.01(d), 4.01(e), 19.01 and Article 24, the term "Employer" shall include the Employer and other entities controlling, controlled by or under common control with the Employer. Nothing in this section should be construed as creating a joint employer relationship among the commonly controlled entities.

### ARTICLE 3 Union Security

3.01. 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, 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.

3.02. Effect of State Laws. Notwithstanding anything to the contrary therein, Section 3.01 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 provision of Section 3.01 held valid shall immediately apply.

### ARTICLE 4 Employment Procedure

4.01. The Employer will call the Union's dispatch office to request such applicants as the Employer may need by classification. It shall be the Employer's responsibility when requesting applicants to state the qualifications applicants are expected to possess, the functions they will be

expected to perform, and the period of time they are estimated to work. The Employer shall give the Union as much advance notice as possible of its anticipated employment needs. The Union shall immediately advise the Employer if it is unable to meet its requirements. The Employer shall then have the right to request employees from any source but then must notify the Union of the names, classifications and dates of hire of such employees. An Employer may reclassify an employee if changes in the job requirements or employee's skill require such a change.

(a) The Employer may request multiple referrals of applicants to be interviewed for vacancies, but the Union shall not be obligated to refer more than four (4) applicants at the same time for each vacancy. The Union shall not be required to furnish additional applicants for interview until the Employer notifies the Union of its decision with respect to applicants previously referred.

(b) Referrals of applicants shall be on a non-discriminatory basis and, in accordance with applicable laws, shall not be based upon, nor in any way affected by, Union membership, by-laws rules, regulations, constitutional provisions, or any other aspect or obligation of Union membership, policies or requirements, nor upon the individual's race, color, religion, sex, age or national origin or disability (subject to reasonable accommodation). The parties signatory hereto agree that any and all liability which 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 Article 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.

Cancellation of a work Call. It is agreed that for the purposes of this Section, ~~four (4)~~eight (8) hours' advance notice given to the Union shall be sufficient notice of cancellation or postponement of a work call, except in Specialty A when twenty-four (24) hours advanced notice is mandatory. A minimum of four (4) hour cancellation fee shall be the penalty for violation of this Agreement.

(c) Where the Employer is acting exclusively as a payroller or payroll service, The Employer may hire or request its Head of Department and the first assistant for each of the following classifications: Carpentry, Electric, Stage Properties, Wardrobe, Projection, and Audio. In addition, the Employer may hire or request fifty percent (50%) of the remaining crew. Where it applies, the House right of first refusal will be limited to fifty percent (50%) of the remaining crew. These limitations shall not apply to employees employed in the Employment Specialty A, Job Classification A and B, and Rigger crew for which the Employer may hire or request one hundred percent (100%) of its crew. The Union shall not impose any restrictions on its members that would in any way inhibit the Employer's right to hire employees under Article 4. Additional letters of request by name may be submitted by the Employer based on the following:

1. All letters of request by name must be eight (8) hours in duration for those individuals requested in lieu of the fifty percent (50%) split as described in the above paragraph, unless the actual number of hours of the call is four (4) hours or less in Specialty A.
2. Letter of request by name do not apply to Carloaders.

(d) Where the Employer is not acting exclusively as a payroller pursuant to Section 4.01(e), the Employer shall have the right to request any employees whose names are maintained on a roster maintained by the Union or to directly engage such employees. If the Employer wants to hire an individual(s) who is not on the roster, the Employer may hire such individual(s) so long as the Employer provides the Union with the name of the individual(s) hired within forty-eight (48) hours of hiring. At any time, the Employer shall provide to the Union the names of individuals who shall be added to the roster. The Employer shall not abuse this privilege.

(e) An Employer acts exclusively as a payroller or payroll service within the meaning of this Paragraph 4.01 when the Employer does not own, lease, rent, or in any way provide any piece of equipment that is used on the job.

4.02. 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.

4.03. (a) By written notice to the Union, the Employer may unilaterally declare individuals ineligible for rehire for the reasons of theft, drunkenness on the job, violation of Substance Abuse Policy, attached as Exhibit ~~III-I~~ of this Agreement, intentional misconduct, not possessing the qualifications necessary to do the job, or the participation in a work stoppage or strike in violation of this Agreement. Except as provided in this Paragraph, individuals who have been declared ineligible under this paragraph shall be ineligible for rehire until the notice of ineligibility is withdrawn by the Employer. The decision to withdraw the notice of ineligibility shall be at the sole and unreviewable discretion of the Employer and that decision shall not be arbitrable under the Agreement's arbitration provision. However, at any time, the Union may meet with the Employer to discuss the possibility and basis for the withdrawal of any notice of ineligibility. Individuals who have been declared ineligible for rehire because said individual does not possess the qualifications required to perform the work involved shall, upon written request to the Employer after six months of elapsed time, be given an opportunity to demonstrate higher ability to meet the Employer's job performance standards, which are uniformly required of other employees working under the same job classification. Upon successful demonstration, the ineligibility for rehire shall be removed from the individual's personnel records, thereby making the individual eligible for rehire.

(b) All notices of ineligibility for rehire must be made in writing, setting out the issue(s) and surrounding circumstances, and provided to the Union by certified mail within ten (10) working days from the date of the incident giving rise to the declaration of ineligibility for rehire by the Employer.

(c) No applicant who has been rejected by the Employer shall be re-referred to the Employer with respect to the same vacancy for which ~~he-they~~ initially ~~was-were~~ referred, and no individual who has been declared ineligible for rehire by the Employer will be referred for any subsequent job opening listed by the Employer, provided that the Employer has given prior notice to the Union, in writing, that the employee has been declared ineligible for rehire. Any employee

whose lack of necessary skills or experience to perform ~~his~~-their job has resulted in ~~his~~-their being declared ineligible for rehire shall have such ineligibility removed from the employee's personnel record at the end of six (6) months, provided that prior to referral the employee has demonstrated ~~his~~-their ability to perform the work involved to the satisfaction of the Employer.

4.04. The Employer shall have the right to receive, upon request, but at least every six months, a roster of all members of the Union and the classifications for which they are qualified. The Employer may request, from time to time, a list of all Union members, and their qualifications, who are then seeking work.

4.05. Any alleged violation of sections 4.04, 13.03, 13.04 or Article 24 shall be subject to the employer's right to grieve and arbitrate under Article 15.

## ARTICLE 5 Layoff

5.01. Reduction in Force. As long as job continuity is not interrupted, in those instances where the Employer deems it necessary to reduce the number of employees in any department or classification, the Employer shall layoff those persons in any order the Employer deems appropriate.

## ARTICLE 6 Departments, Job Classifications, Wage Rates

6.01. The Union and the Employer(s) agree that the wage rates contained herein are minimum rates and that the Union or the employee(s) may enter into an agreement with their Employer(s) for wage rates in excess of those set forth herein.

6.02. Employment Specialty "A" – Video/Electronic Work. Video/Electronic Work shall include the making, taking, production, re-production or duplication and cutting, splicing, editing, re-editing, playback and broadcast of videotape or other types of electronic recordings, both audio and video, and the handling, storage, care and other processes incidental thereto. The on-location placement, alignment and operation of all electronic, optical, mechanical and manual equipment and any other apparatus utilized to pick up, convert, conduct, transfer, record, rerecord, duplicate, playback, either audio or video information or electronic recordings for the purpose of closed circuit or live broadcasts.

(a) Audio/Visual. Moving Picture Machine Operators, Slide Projection Machine Operator, or Video-Projection Operator, Advanced Projectionist, and Relief or Swingmen, who regularly relieve personnel performing various Projectionist operations and maintenance functions. A/V Technicians. Work performed in break-out rooms or exhibit booths limited to the set up, operation of, and tear down of the following: overhead projector/screen; video projectors/screens (not stacked or converged): 35mm carousel slide projectors and screens; computer interface; podium and microphone; screen/dress kits, with drapes surrounding screens limited to 20 feet on

either side; table skirting; monitors/VHS players; audio/mixer with six or less channels in actual use (two RF microphones); non-dimming lighting systems with 12 or less instruments. (Dimming system may be used if there is an A/V Technician assigned to operate said equipment.) Employer must specify the equipment to be used at the time the job request is placed.

6.03. The job rating for Employment Specialty “A” shall be delineated into two categories, “Broadcast” and “Industrial”.

(a) Broadcast Rate. Whenever employees are working a performance hereunder which will result in a product of any kind, that is produced for or by a network, a cable television company, webcast/simulcast, satellite transmission (excluding video conferencing), syndication, or mass production for markets outside the greater Las Vegas Valley, or Telethons that the primary employer will derive direct financial gain, they shall be paid an additional Broadcast Fee of \$75.00 per day. The Broadcast Rate shall not apply to employees hired primarily for purposes of the broadcast and does not apply to advertising, news, or video electronic work performed in connection with developing educational and/or instructional products, or the product is for the private use of individual groups or associations, without regard to market in which the product is to be utilized.

(b) Industrial. When broadcast is not in effect, minimum call in categories A and B and Specialty B (Section 6.06) below will reflect four (4) hours when the actual call runs four (4) hours or less and eight (8) hours when the call runs four (4) hours or more.

Job Classification

Per Hour

(A) Technical Director/ Director, Video Engineer/Video Control, Audio Technician (A-1), Crane Operator (based on an eight [8] hour minimum).

04/01/23	thru	12/31/23	<u>\$43.16</u>
01/01/24	thru	12/31/24	<u>\$44.02</u>
01/01/25	thru	12/31/25	<u>\$44.90</u>
01/01/26	thru	12/31/26	<u>\$45.80</u>

(B) Slow Motion Machine Operator/Video Tape Editor, Camera Operator, TV Sound Boom Operator, Character Generator, Advanced Audio Visual Technician, Video Wall Technician Advanced Projectionist, Power Point Programmer, Graphics, Tape Operators, Teleprompters (based on an eight [8] hour minimum).

04/01/23	thru	12/31/23	<u>\$38.64</u>
01/01/24	thru	12/31/24	<u>\$39.41</u>
01/01/25	thru	12/31/25	<u>\$40.20</u>
01/01/26	thru	12/31/26	<u>\$41.00</u>

Job Classification

Per Hour

(C) Audio Visual Technician/Video Utility Person, Assistant TV Audio Tech (A-2), Projectionist (based on a four [4] hour minimum).

04/01/23	thru	12/31/23	<u>\$35.13</u>
01/01/24	thru	12/31/24	<u>\$35.83</u>
01/01/25	thru	12/31/25	<u>\$36.55</u>
01/01/26	thru	12/31/26	<u>\$37.28</u>

The classifications Technical Director/Director and Engineer/Video Control delineate combination positions where one person holding both titles performs the work in both classifications.

6.04. Employment Specialty “B” -- Theatrical Stage or Convention Work. Theatrical Stage or Convention Work shall include work which is required to rehearse or present shows, acts, musical renditions or other types of entertainment or presentation, and installation, operation, maintenance, repair, removal and remote assembly of all scenery, backgrounds, props, rigging, curtains, tracks, wardrobe, staging equipment, theatrical lighting, sound and lasers, and the component parts and control systems and all related accessories to any of the foregoing.

1. Carpentry Department. Stage Carpentry Installation, Operations, Maintenance and Removal.
2. Stage Electrical Department. Stage Electrical Installation, Operations, Maintenance and Removal.
3. Properties Department and Properties Control.
4. Sound Department. Stage Sound Installation, Operations, Maintenance, and Removal.
5. Wardrobe Department. Wardrobe Construction, Handling, Maintenance and Removal. “Pattern Maker/Tailors” are individuals that design and create patterns. “Seamstresses” are individuals that cut and assemble patterns that have been created by a pattern maker/tailor, or otherwise mends or sews.
6. Truck Loading.

Loading and Unloading of Baggage Cars or Over-the-Road Vans. Employees utilized in the loading or unloading of baggage cars or over-the-road vans, in conjunction with commercial, trade or industrial shows, road shows, sporting events, circuses, ice shows or other traveling attractions that use baggage cars or over-the-road vans for transporting equipment along with all related items and component parts which are used for or in relation to the presentation of such shows, events or attractions.



Baggage cars or over-the-road vans shall be loaded or unloaded within a three (3) hour period from the employee's reporting time. Any time worked in excess of three (3) hours shall be compensated for at the applicable hourly rate set out in the wage Section. In the event the Employer calls employees for the exclusive purpose of loading or unloading of baggage cars or over-the-road vans, such employees shall receive a minimum three (3) hour call and shall be compensated for additional hours at the applicable hourly rate.

Local signatory Employers who own, rent, or lease vans, trucks, trailers, or television facility trucks who have other related businesses outside the greater Las Vegas area are exempted from the requirements of this Section. It is agreed that the "greater Las Vegas area" shall mean a 50 (fifty) mile radius, the center of which shall be the Las Vegas Convention and Visitor's Authority, located at 3150 Paradise Road, Las Vegas, Nevada, 89109, in Clark County, but said "greater Las Vegas area" shall not exceed the borders of the State of Nevada.

6.05. The following table indicates the appropriate Job Classification rate of pay for each job rating under Employment Specialty "B":

			<u>Per Hour</u>	<u>Per Performance</u>
Head of Departments including Head Wardrobe Attendant, Hairdresser, Make-Up Artists, and Job Stewards, (based on an eight [8] hour minimum), All Board Operators, Ground Rigger (based on a four [4] hour minimum).				
04/01/23	thru	12/31/23	<u>\$35.13</u>	
01/01/24	thru	12/31/24	<u>\$35.83</u>	
01/01/25	thru	12/31/25	<u>\$36.55</u>	
01/01/26	thru	12/31/26	<u>\$37.28</u>	
Assistant to Head of Department, Spotlight Operator, Wardrobe Attendants, Cue Caller, Elevator Operators, Electric Curtain Control Panel Operator (based on a four [4] <u>minimum</u> ).				
04/01/23	thru	12/31/23	<u>\$32.01</u>	
01/01/24	thru	12/31/24	<u>\$32.65</u>	
01/01/25	thru	12/31/25	<u>\$33.30</u>	
01/01/26	thru	12/31/26	<u>\$33.97</u>	
Bucket Rigger, Seamstress, Scenic Draftsman, Scenic Artist, Welder, Scenic Carpentry, Layoutman, Props (based on a four [4] hour minimum).				
04/01/23	thru	12/31/23	<u>\$40.13</u>	
01/01/24	thru	12/31/24	<u>\$40.94</u>	
01/01/25	thru	12/31/25	<u>\$41.75</u>	
01/01/26	thru	12/31/26	<u>\$42.59</u>	

Per Hour                      Per Performance

Specialized Lighting Operator, Robotic Lighting Operator/Programmer, Pattern Maker, Tailor, High Rigger/Hazardous Work Pay, Licensed Pyrotechnician/Lasers (based on a four [4] hour minimum).

04/01/23	thru	12/31/23	<u>\$43.16</u>
01/01/24	thru	12/31/24	<u>\$44.02</u>
01/01/25	thru	12/31/25	<u>\$44.90</u>
01/01/26	thru	12/31/26	<u>\$45.80</u>

Per Hour                      Per Car

Baggage Cars/Over the Road Vans (based on a three hour minimum)

04/01/23	thru	12/31/23	<u>\$35.13</u>	<u>\$105.39</u>
01/01/24	thru	12/31/24	<u>\$35.83</u>	<u>\$107.49</u>
01/01/25	thru	12/31/25	<u>\$36.55</u>	<u>\$109.65</u>
01/01/26	thru	12/31/26	<u>\$37.28</u>	<u>\$111.84</u>

~~6.06. Performance Pay.~~

~~(a) — A performance work call shall be for that work actually required of employees to present any industrial show, commercial and/or industrial road show, circuses, ice shows, or commercial traveling attractions which consist of a single or a series of scenes or acts that would normally be regarded as what is commonly known as show act, dramas or musical presentation. A performance shall not exceed three (3) hours total excluding 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 not include report and set up time. Running time of a performance shall 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 performance rate and those hours for which a premium already is paid will not accrue towards daily or weekly overtime.~~

~~6.0706.~~ The wage rates listed in this Agreement represent minimums and nothing in this Agreement shall be interpreted as prohibiting the Employer from entering into an Agreement with any such employee to pay wages greater than the minimum.

ARTICLE 7  
Work Week, Minimum Call, Reporting Conditions

7.01. Workweek Defined. In regard to the overtime and premium rates set out in Article 8 the parties agree that the hours and the days used to determine if an employee is entitled to any overtime or premium rates shall be based only upon those hours or days actually worked for the Employer. Moreover, when counting hours or days to determine the applicability of Article 8, the calculation begins anew with the employee's dispatch to a new client.

Minimum Work Call. Except as otherwise specifically provided herein, all calls (~~excluding performances~~) shall be guaranteed a minimum of four (4) hours work or four (4) hours pay at the appropriate rate in lieu thereof as defined in Section 6.01 per job classification.

7.02. Increments. Fractions of an hour worked shall be compensated for in one-quarter (1/4) hour increments.

7.03. Employees reporting to work on their first day shall be required to report to the Job Steward no later than ten (10) minutes prior to their actual call time, in order to complete necessary pre-employment paperwork. This report time is solely for the purposes of determining that all employees are available and to do the required set-up work and sign in procedures for the work. Employees who have completed sign-in procedures shall not be required to remain on the premises provided they are ready to work promptly at the beginning of the call. The Employer and the Union shall seek to establish effective sign-in procedures to facilitate the start of a large number of employees.

7.04. Continuing Employment. Employees who complete their work assignments at the conclusion of a call or calls are eligible for future calls (unless otherwise specified by the Employer). Therefore, such non-terminated employees shall not be considered terminated or laid off from employment for purposes of Nevada law or otherwise. Such employees may be paid in accordance with the same pay practices as employees who do not complete a work assignment.

ARTICLE 8  
Overtime

8.01. Overtime.

(a) Overtime Pay. All work in excess of eight (8) hours in any shift or after forty (40) straight-time hours of actual work in the work week, ~~excluding performances for which a premium already is paid,~~ shall be compensated for at one and one-half times (1 1/2 X) the appropriate hourly rate of pay unless otherwise provided for in this Agreement. All work in excess of twelve (12) hours in any shift shall be paid at two times (2 X) the straight-time hourly rate. ~~All work on a performance in excess of 3 1/2 hours (including report and setup) shall be compensated at 1 1/2X the equivalent hourly rate derived by dividing the performance rate by 3 1/2.~~ Such overtime shall be paid in 1/2 hour increments. ~~Performances will be paid at the straight time performance rate, and~~

~~will not be used for the purposes of computing daily overtime or weekly overtime, except as otherwise required by law.~~

(b) Sixth (6th) and Seventh (7th) Days. All work performed by all employees covered by this Agreement performed on an employee's sixth (6th) consecutive day of work on a call in a seven (7) day period shall be compensated for at one and one-half times (1 1/2 X) the employee's appropriate rate of pay for the first twelve (12) hours, and two times (2 X) the appropriate rate of pay thereafter. All work performed by all employee's covered by this Agreement performed on an employee's seventh (7th) consecutive day of work on a call in a seven (7) day period shall be compensated for at two times (2 X) the employee's appropriate rate of pay.

(c) Nothing in this Agreement shall be construed to require the Employer to provide an employee with work which would result in being paid at penalty rates under any of the terms of this Agreement, or under the provisions of any applicable law or the rules or regulations of any governmental agency having jurisdiction of the parties hereto.

(d) There shall be no pyramiding or compounding of overtime pay or other form of premium compensation which shall exceed two times (2 X) the straight time rate of pay, except for meal penalties or turnarounds in which event the premium compensation shall not exceed three times (3 X) the straight-time rate of pay.

## ARTICLE 9 Meal Period

9.01. Employees shall not be required to work more than five (5) hours without being allowed a meal period of at least one-half (1/2) hour, which meal period shall not be considered as time worked and shall not be paid for by the Employer. However, an employee may work six (6) consecutive hours without a meal break if at the end of six (6) hours, ~~he/she is~~they are released from duty.

9.02. Penalties for Failure to Provide Any employee required to work through their meal period shall be paid in addition to the prevailing rate, an additional hour at straight time, for each hour worked until such time as a meal break is taken. In lieu of a meal break, the Employer may provide a meal, in which case, the workers will suffer no loss of time on the payroll and the Employer will not incur a meal penalty.

9.03. Food furnished by the Employer at the job site with a defined meal period of at least one-half (1/2) hour break paid at the prevailing rate may be taken to avoid a meal penalty.

9.04. No meal penalty shall be required if the Employer releases the crew for a meal break and leaves the equipment in a static or looping state. The Employer shall keep one Head of Department working while the equipment remains in a static or looping state. The Head of Department can be rotated so as to not incur a meal penalty, provided ~~he is~~they are given a meal period or is properly fed.

ARTICLE 10  
Rest Periods

10.01. (a) 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 prevailing rate of pay for all hours worked until the employee receives a rest period of eight (8) consecutive hours, but in no event, in excess of three times (3 X) the straight time rate of pay.

(b) For purposes of Section 10.01(a) no turnaround penalty shall be applicable unless a minimum of sixteen (16) hours has elapsed since the start of the employee's first call during the twenty-four (24) hour period prior to the individual's call time. As an example, someone starting work at 8:00 a.m., working four (4) hours to noon and then returning to work at 5:00 p.m. for another four (4) hours to 9:00 p.m. would not activate turnaround. However, if that person then came back at 4:00 a.m., (less than eight [8] hours rest), turnaround provision would be activated.

10.02. Employees shall be granted a paid ten (10) minute break for each four (4) hours worked, however, the break shall be given no later than the third (3rd) hour of each four (4) hour period. Breaks need not be granted during a performance, presentation, or meeting.

ARTICLE 11  
Vacation Pay

11.01. All employees shall receive ~~two percent (2%)~~ three percent (3%) of their gross earnings as Vacation Pay. Vacation pay shall be paid in full at the end of each payroll period. Vacation pay shall not be considered as wages for the purpose of computing Employer contribution and work referral fees check-off.

ARTICLE 12  
Check-Off and Indemnification

12.01. 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 ~~III~~, attached hereto, which by this reference is made a part hereof.

12.02. 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 13  
Health and Welfare and Annuity

13.01. The employee will have the option to receive contributions from the Employer to the IATSE National Health and Welfare Fund or the UNITE HERE Health Plan. It is the responsibility of the employee to properly elect and designate their preference with the Employer in accordance with each fund's guidelines. Should the employee fail to properly notify the Employer, the Employer will make contributions to the IATSE National Health and Welfare Fund for the employee. Employees may change their choice of coverage only as dictated by said Funds, but in no event, may they change more than once per year.

13.02. The Employer agrees to contribute for each employee covered by this Agreement the sum of \$5.88 per hour to UNITE HERE Health for the purpose of providing health and welfare benefits under the UNITE HERE Health Plan, or such new merged or consolidated plan as may be adopted by the Trustees. Said contributions shall be submitted monthly, together with a report of the employee data required by the Trust Fund, on the format prescribed by the Fund, no later than the fifteenth (15<sup>th</sup>) day of the month following the month for which contributions are to be made.

(a) The Employer shall pay all rates as required by the UNITE HERE Trustees for coverage over the term of this Agreement.

(b) The Employer and the Union agree to be bound by the Agreement and Declaration of Trust of the said UNITE HERE Health as may, from time to time, be amended, and they do hereby irrevocably designate as their respective representatives on the Board of Trustees, such Trustees names 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. Any provision in this Agreement that is inconsistent with the Agreement and Declaration of Trust, or the Plan of Benefits, rules, or procedures established by the Trustees, shall be null and void.

13.03. The Employer agrees to contribute for each employee covered by this Agreement the sum of \$5.88 per hour to the IATSE National Health and Welfare Fund, or any rate increase as required in 13.02(a).

13.04. The Employer agrees to contribute three percent (3%) of gross wages earned by all bargaining unit employees to the IATSE Annuity Fund.

13.05. As used herein, "gross earnings" shall cover and include all wages, compensation and remuneration paid to the employees for employment hereunder inclusive of overtime, and payments for which no services are rendered such as for holidays, vacation and unworked time on a minimum call, prior to the deduction of payroll taxes.

13.06. In conjunction with each payment the Employer shall submit a remittance report showing the names of the employees for who contributions are being made, their social security

numbers, their dates of employment, the number of hours of employment by them as well as the amount of contributions paid for them.

13.07. All contributions to the IATSE National Health and Welfare Fund and the National Annuity Fund shall be made by check payable to the "IATSE National Benefit Funds", no later than the 10th day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit fund payments will be made separately for each local union. Benefit contributions shall be sent to the IATSE National Benefit Fund, P.O. Box 11944 Newark, NJ 07101-4944.

13.08. The Employer agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for each of the following Funds: the IATSE National Health and Welfare Fund and the IATSE National Annuity Fund, all as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth in this Agreement.

13.09. The Trustees of said Benefit Funds shall have the right through the accountant of their choice to examine the Employer's payroll and employment records to verify the information contained on the reporting forms, or to determine the amount owed in the event of late payments or default. Such audit shall be at the Fund's expense.

13.10. The Employer agrees to withhold voluntary 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 IASTE Annuity Fund.

~~The Employer shall participate in the IATSE National Health and Welfare Fund ("Fund"). The parties agree to execute the standard form of Participation Agreement provided by the Fund. The filing thereof with the Fund shall be a condition of their participation therein. The Employer agrees to contribute to the IATSE Annuity Fund, effective May, 2018, three percent (3%) of the gross earnings derived from covered employment of each employee covered hereby. The Union may, with sixty (60) days' notice prior to annual wage increases, notify the Employer of their intent to contribute part or all of the increase to the Annuity Fund.~~

~~13.02. All contributions to the IATSE National Health and Welfare Fund and the IATSE National Annuity Fund shall be made by check payable to the "IATSE National Benefit Funds", no later than the 10<sup>th</sup> day of each month in respect to all employment during the preceding month on which contributions were payable. Benefit fund payments will be made separately for each local union. Benefit contributions shall be sent to the IATSE National Benefit Fund, P.O. Box 11944 Newark, NJ 07101-4944.~~

~~13.03. 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. Employees shall only be allowed to submit requests under this Section once per calendar year.~~

13.0411. Substance Abuse Policy: The parties agree to adopt the Substance Abuse Policy attached hereto as Exhibit III, as the substance abuse policy for employees employed under this Agreement. In the event an employee tests positive, whether at the signatory Employer or another Employer, who is subsequently dispatched from I.A.T.S.E. to the signatory Employer, the employee will not be considered eligible to be dispatched to the signatory Employer, unless the employee complies with the rehabilitation provision of the attached substance abuse policy. The Employer's rights to take action against any employee(s) under this Section are in addition to its rights under Section 4.04.

~~13.05. Other Rules~~

~~(a) The parties agree that it is their intent that the Employer's contribution shall not exceed the costs of benefits for participants in the fund. The Employer's contribution shall be reduced if the actuarial report of the Fund indicates that a lesser contribution is adequate to pay the costs of the benefits then in effect for participants in the fund.~~

~~(b) In the event that an increase in the contributions to the Health & Welfare Trust Fund is required by the Trustees, consistent with the terms of the Trust and this Agreement, the Employer and the Union agree to meet, and discuss the new rates of contributions.~~

ARTICLE 14  
Trust Funds

14.01. Pension, Training and Disability Trusts. The Employer agrees to accept and be bound by the provisions of the Agreement and Declaration of Trust establishing the 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, in each case as modified by this Agreement.

14.02. On a monthly basis, ~~including the payment due for May, 2018,~~ the Employer shall remit to the several trust funds the amounts set forth in Section 14.03 earned by or paid to employees covered hereunder during the preceding month.

14.03. Allocation of Contributions. The total contributions shall be allocated among the several Trust Funds as follows:

	<u>04/01/23</u>	<u>01/01/24</u>	<u>01/01/25</u>	<u>01/01/26</u>
<u>Pension:</u>	11.0%	11.5%	12.0%	12.5%
<u>Disability:</u>	1.1%	.6%	.6%	.6%



~~Training: .5% .5% .5% .5%~~

~~Pension: 11.0% of gross wages~~

~~Disability: 1.1% of gross wages~~

~~Training: .5% of gross wages~~

## ARTICLE 15 Grievances and Arbitration

15.01. **Grievance Defined.** For the purpose of this Agreement, a grievance is defined as a claim or allegation by an employee in the bargaining unit or by the Union that the Employer has violated or is violating the provisions of this Agreement. It is the intent of the parties that they will attempt in good faith to resolve grievances without initiating the formal grievance process. Accordingly, the Union may not initiate a grievance until three (3) days have passed from the time of the act or omission giving rise to the grievance.

15.02. **Grievance and Arbitration Procedure.** In the event that the Union determines that a grievance has merit and the grievance cannot be resolved pursuant to Section 15.01, it shall be settled in the following manner.

(a) Grievances must be submitted in writing to the Employer's representative and signed by a Union representative and/or the employee affected. In order to be timely, grievances must be presented within five (5) days following occurrence of the event giving rise thereto. All grievances shall specify the specific issue and the 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 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, then it shall be submitted to Board of Adjustment consisting of a representative of the IATSE International President and the designated representative of the Employer who shall, within ten (10) business days after the service of notice of the claim, meet and discuss the matter and attempt to effect a settlement of said controversy or dispute. Any agreement arrived at by such representatives shall be final and binding.

(d) Step 3. 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 notice upon the other party of its desire to arbitrate. Such notice must be given not later than seven (7) working days following the Step Two meeting. 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.

(e) 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 or to award punitive or exemplary damages. 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.

(f) The parties agree to abide by the award. 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. The agreed to expenses and compensation of the arbitrator shall be equally shared by the Employer and the Union.

(g) Arbitration. 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 Board of Adjustment meeting.

(h) Time Limits. It is understood and agreed that if an employee or the Union fails to abide by the time limits specified in this Article 20, the grievance shall be invalid. Likewise, it is agreed that if the Employer fails to abide by the time limits imposed upon it, the grievance shall be granted. As used in this Article, the term "workdays" means the days Monday through Friday, inclusive. All monetary awards issued by an arbitrator pursuant to this Article shall be paid within thirty (30) workdays of the day of the award, unless appealed in which case the payment of the award shall be stayed pending resolution of the appeal.

(i) 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 16

### No Strikes -- No Lockouts

16.01. The Employer and the Union agree that the grievance and arbitration procedures set forth in this Agreement shall be the sole and exclusive means of settling all grievances arising under this Agreement and further, that administrative and judicial remedies and procedures provided by law shall be the sole and exclusive means of settling all other disputes between the Union and the Employer. 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. 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 Section, 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 other relief to which the Employer may be entitled.

16.02. 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).

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

## ARTICLE 17 Employer's Rights

17.01. 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 and such exercise shall not be subject to the grievance procedure, arbitration, or prior negotiation during the term of this Agreement. Except as expressly limited by this Agreement, nothing in the Agreement shall be construed to limit or impair the right of the Employer to exercise its own discretion in determining whom to employ, and nothing in this Agreement shall be interpreted as interfering in any way with the Employer's right to manage its business and direct the workforce, including, but not limited to, the right to plan, direct, and control all the operations or services to be performed ~~at or~~ by employees of the Employer; to maintain order and efficiency in its operations; to establish and change work schedules, to regulate the number of employees and the number and length of shifts and the starting and stopping time of each shift; to hire, transfer, layoff, promote, or determine the qualifications and classifications of employees, or to discharge, suspend, or otherwise discipline employees; to alter, rearrange, change, extend, limit, cease, transfer, curtail, or discontinue its operations or any part thereof; to decide the number of employees that may be assigned to work on any shift or job or the equipment to be employed in the performance of such work, whatever may be the effect upon employment; and to set and enforce standards of employee performance when in its sole discretion it may deem it advisable to do any or all of said things. 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 expressly and specifically abridged, delegated, granted, or modified by a specific term of this Agreement.

17.02. The Employer shall have the right to adopt reasonable dress and grooming requirements for its employees. 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.

17.03. 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.

17.04. The rights of Management described in this Article are not all inclusive but indicate the type of matters or rights that belong to and are inherent to 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 expressly and specifically abridged, delegated, granted, or modified by this Agreement.

## ARTICLE 18

### Holidays

18.01. Paid Holidays. All work performed on the following Holidays by any employee covered by this Agreement shall be paid for at two times (2 X) the employee's straight time rate of pay:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Easter Sunday	<u>Martin Luther King, Jr. Day</u>

## ARTICLE 19

### Worker's Compensation, Payment of Wages, Insurance, Business License and Facility Requirements

19.01. ~~Workmen's~~ Worker's Compensation. Upon request, the Employer agrees to provide the Union with proof of coverage of employees by Worker's Compensation through a bonded insurance company recognized by the state of Nevada, proof of a license to do business in the State of Nevada, and required liability insurance.

19.02. Payment of Wages. All wages shall be paid by the Friday following the workweek cutoff. The workweek shall be from Sunday through Saturday, with the cutoff being Saturday. All

wages shall be paid within seven (7) days after the conclusion of the individual's job. Jobs which last longer than seven (7) days may be a split payroll. Any payroll checks must be issued on a local bank located in the greater Las Vegas area, unless otherwise arranged with the Union. All payment of wages must be in compliance to NRS statutes.

~~Payment of Wages. The defined payroll period is Monday through Sunday. The payroll checks are to be delivered to the office of Local 720 by the first (1st) Friday following the end of the payroll period. Jobs which last longer than seven (7) days may be a split payroll. All payroll checks must be issued on a local bank located in the greater Las Vegas area, unless otherwise arranged with the Union.~~

19.03. Penalties. If an employee is not paid seven (7) days after the wages or compensation is due, a penalty of one (1) days' wages or compensation will be due for each day from the time employments ends until they are paid, up to thirty (30) days. This applies to all employees leaving for any reason. However, should a good faith dispute arise, both parties may mutually agree to waive the time frame as referenced above.

## ARTICLE 20 Safety

20.01. 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.

20.02. Employees are required to comply with all safety policies and practices established by the Employer and to cooperate with the Employer in the enforcement of safety measures.

20.03. (a) The Employer shall have the right to make reasonable rules and regulations designed to protect the health and safety of the Employees without regard to any past practice of the parties. Such rules may require employees to wear protective equipment, attend safety meetings on company time, perform their jobs tasks in certain manners or with certain equipment, and engage in any other activity that the Employer determines is reasonably necessary to ensure the health and safety of the Employees or others working at the facility. Violation of a safety rule shall subject the employee to discipline, including termination. The Employer agrees to consult with the Union over such safety rules when the Union so requests, but the rules will ultimately be within the Employer's sole discretion.

(b) The Union agrees to provide the Employer only individuals who have been trained in the appropriate safety techniques for the position for which the individual has been referred. The Employer will cooperate with the Union in designing safety programs appropriate to the work performed by Union members. For employees engaged in skilled tasks, such as riggings, electrical work, and other similar tasks so designated in the Employer's sole discretion. The Employer will only request and the Union will only dispatch individuals who have the proper skill card as issued

by the Training Trust after appropriate training and testing. The Employer has the right to reject any such Employee who does not possess an appropriate skill card. With regard to Employees engaged only in other tasks, such as the loading and unloading of equipment, such Employees need not have a skill card, but the Union shall provide only individuals who have been trained by Union representatives in the safe loading and unloading of truck and/or in their other duties and who have participated in appropriate safety programs designated by Employer. Commencing January 1, 2005, failure by the Union to provide appropriate safety training shall be grievable and arbitrable by the Employer.

20.04. The Training Trust will establish a classification of "New Start" which will apply to employees who have not worked a minimum number of hours in a specific job classification. Employees classified as "New Starts" shall receive a percentage of applicable wages based on the following schedule:

250 hours or less	60%
251 hours to 500 hours	70%
501 hours to 750 hours	80%
751 hours and above	100%

The election to use New Starts, if offered by the Union, shall be within the sole discretion of the Employer.

## ARTICLE 21 Tools -- Transportation

21.01. Tools. Employees shall be required to furnish those small hand tools which are customarily used to perform the work involved. The Employer shall either furnish all power or special tools or make mutually satisfactory financial arrangements with employees to compensate them for the use of such tools furnished by them. Tool lists are attached as Exhibit ~~V~~IV to this Agreement.

Wardrobe employees who, at the request of their Employer, furnish personal equipment for the convenience of the Employer, shall receive one (1) hour pay per item (such as a steamer, sewing machine, iron, etc.) per day in order to compensate the employee for the use of the personal equipment.

21.02. Transportation. Employees who, at the request of the Employer, use or furnish personal vehicles for the convenience of the Employer shall be compensated for the use of such vehicles at the rate allowed by the United States Internal Revenue Service.

21.03. The provisions of Sections 21.01, 21.02, and 21.03 shall not be construed as requiring any employee to furnish special tools or vehicles for the convenience of the Employer as a condition of employment.

## ARTICLE 22

### Union Representatives, Payroll Coordinators and Job Stewards

22.01. Union Representatives. The Employer agrees that the authorized representatives of the Union shall be granted access at reasonable times to those areas of a remote location where employees represented by the Union are employed, when such visits are necessitated by matters concerning the administration of this Agreement. It is agreed that such representatives of the Union will conduct their business as expeditiously as possible, in order to minimize interference with the Employer's business. Nothing in this Section shall be construed or interpreted as providing the Union with access for any reason to the Employer's shops, warehouses, or offices.

Except in the case of extreme danger, the Union agrees that its representatives have no authority to issue orders to employees that conflict with or countermand the instructions of management.

22.02. The Job Steward(s) functions shall be to administer the Contract in the absence of the Business Representative of the Union in regard to discussing and reporting grievances or alleged infractions of this Agreement to the Employer. In addition ~~he/she~~they shall report those discussions to the Business Representative if necessary. The Employer agrees to allow the Job Steward(s), during working hours, a reasonable amount of time to perform the duties of ~~his/her~~their stewardship.

22.03. Payroll Coordinators. The Employer shall employ at least one Payroll Coordinator, on any job covered by this Agreement. When the total number of the crew on the job reaches twenty (20), the Employer will employ a non-working Payroll Coordinator. When the number of the crew on the job is below twenty (20), the Employer will employ a working Payroll Coordinator, provided, however, that the Employer, in its sole discretion, may employ a non-working Payroll Coordinator where the number of the crew is below twenty (20) but the Employer determines that a non-working Payroll Coordinator is required by the job. This provision does not apply to Employment Specialty A. The Payroll Coordinators shall be hired for each job in accordance with Article 22. The Payroll Coordinator(s) shall be compensated at the prevailing rate for the specialty in which ~~he is~~they are working. Payroll Coordinators working in Specialty "A" shall receive an additional \$1.25 per hour. Payroll Stewards must be qualified for the classification for which they are hired.

## ARTICLE 23

### Savings Clause

23.01. In the event any provisions of this Agreement are adjudged by a tribunal with jurisdiction to be violative 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.

23.02. 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 in section 23.01, 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 set forth in Article 15, 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.

#### ARTICLE 24 Most Favored Nations

24.01. Should the Union enter into or be party to an agreement with any other Employer who performs similar or related work which this Employer concludes provides a term or condition more favorable to such other Employer than any terms or conditions of this Agreement, then the Employer may replace this Agreement with the more favorable Agreement upon request, and said Agreement shall immediately be in full force and effect. If such Agreement is applicable to only a part of the Employer's business, then the Employer may adopt that Agreement for such part of its business. A unwritten course of conduct that the Union is aware of that continues for more than three months shall be deemed an agreement for purposes of this section 24.01.

24.02. The Union agrees to inform the Employer, in writing, of the identity of any other Employer with whom it has an agreement or with who it enters into an agreement with after the date hereof. The Union further agrees to provide the Employer with a copy of any such agreements requested by the Employer within ten (10) calendar days of the receipt of the Employer's request. A current list and copies of all existing agreements with employers who did more than two million dollars (\$2,000,000.00) in business in 2003 will be provided within ten (10) calendar days of the execution of this Agreement.

#### ARTICLE 25 Family and Medical Leave Act

25.01. The Union and the Employer agree to adopt a policy that complies with federal law which is reflected in the statement attached hereto as Exhibit ~~V~~III.

#### ARTICLE 26 Labor - Management Productivity Council

26.01. 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 ongoing 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 27 Complete Agreement

27.01. 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 whether or not covered by this Agreement 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 this Agreement.

27.02. Any interpretation of this Article shall be consistent with Article 17, Employer's 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 28  
Term of the Agreement

28.01. Except as otherwise provided for herein, this Agreement shall become effective on the 1st day of ~~May, 2018~~ April, 2023, and shall continue in full force and effect to and including December 31, ~~2022~~ 2026, 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 December 31, ~~2022~~ 2026, or sixty (60) days prior to December 31 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

FOR THE EMPLOYER

FOR THE UNION

SHOWPAY (NEVADA), LLC.

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: \_\_\_\_\_

By: \_\_\_\_\_

Its: Authorized Representative

Apple Thorne  
Its: Business Representative

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Phil Jaynes  
Its: President

By: \_\_\_\_\_

David Weigant  
Its: Secretary-Treasurer

## MOA #1

### Spiegelworld/Wormwood Industries LLC

This Memorandum of Agreement ("MOA") covers the terms and conditions of employment applicable to employees working for Spiegelworld in accordance with the Remote Facility Collective Bargaining Agreement ("CBA") between SHOWPAY (NEVADA), LLC ("Employer") 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 (the "Union").

All other terms and conditions of employment are as set forth in the CBA, and any disputes arising over this MOA will be resolved per the terms of the grievance and arbitration procedure in the CBA. No current employee's rate shall be reduced because of this agreement, and wage increases shall be applied to those rates in the same percentages and at the same time as the wage increase in the main body of the CBA.

#### 1. Regular House Crew

- a. Regular Employee. A Regular Employee is any employee who has completed the probationary period of employment and who is hired on an indefinite basis as a member of the regular house crew.
- b. Weekly Guarantee. Regular House Crew Employees are guaranteed 40 hours a week, for 52 weeks of work each year, subject to the termination provisions of the CBA. The workweek will generally be a 5-day workweek.
- c. Termination of Employment.

A regular employee will be considered as a probationary employee until they have completed sixty (60) workdays 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 their probationary period, shall be disciplined or discharged without just cause. A regular employee who has completed their probationary period must be given a written warning and a reasonable opportunity to correct the deficiency prior to their discharge. All warning notices are void after one (1) year. No written warning is required when an employee is discharged for dishonesty, willful misconduct, abusive or threatening behavior toward a coworker, 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, serious improper behavior, insubordination, failure to report to work without just cause, or walking off the job during a shift.

Regular employees who desire to terminate their employment must give the Employer fourteen (14) days' notice of their intention to terminate.

- d. Seniority. The Employer recognizes the principle of seniority which, for the purposes of this MOA, is defined to mean that members of the regular house crew, entitled to the weekly guarantee who have the longest continuous time of service with the Employer in the classification, branch or specialty of the trade in which they are employed, shall have preference for retaining employment in case of a curtailment of operations, 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.
- e. 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.
- f. Layoffs Due to Reduction in Force. In those instances where the Employer curtails its operations, the Employer shall lay off its employees, according to the following procedure:
- (1) 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.
  - (2) The Employer agrees that employees on layoff shall be recalled to work, as needed, in the order of their seniority, except that the right of any employee to be recalled under this section shall expire six (6) months from the effective date of their layoff.
  - (3) In case of a reduction in force in a particular department, casual employees in that department shall be laid off before laying off members of the regular house crew.
- g. Paid Sick Days: Regular House Crew shall be provided with five (5) days paid sick leave per calendar year.

2. Casual Employees

- a. Casual Employee. A Casual employee is an extra employee who is hired for a specific period of time not to exceed the run of the show, or six consecutive weeks on the schedule, whichever is less, and is so informed at the time of hire; or a temporary employee who is hired to temporarily replace a member of the regular house crew or who is called in to perform hourly work on a temporary basis.
- b. Casual employees may terminate their employment without notice and may be terminated without notice.
- c. Casual employees shall be paid at the rate applicable to the positions being worked.

FOR THE EMPLOYER

FOR THE UNION

SHOWPAY (NEVADA), LLC.

IATSE LOCAL 720

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Authorized Representative

Apple Thorne  
Its: Business Representative

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Phil Jaynes  
Its: President

By: \_\_\_\_\_

David Weigant  
Its: Secretary-Treasurer

~~MEMORANDUM OF AGREEMENT~~

~~Re: Fixed Facility Known as the Sands Expo Center~~

~~During the negotiations, the parties agreed to the following modifications, alterations, amendments and/or replacements to the main Agreement as it shall only pertain to the Sands Expo Center as follows:~~

~~Section 2.01(a)~~

~~Conditions pertaining to this Memorandum of Agreement are based on the Employer maintaining an inventory of at least ten million dollars (\$10,000,000.00), permanently employing at least thirty (30) full time employees in its Las Vegas facilities and with a minimum of fifty thousand (50,000) square feet of building space.~~

~~Section 4.01(e)~~

~~The Union agrees to furnish necessary employees to perform work covered within the scope of this Agreement as requested by the Employer. The Employer has the right of one hundred percent (100%) letter of request at the Sands Expo Center or in any other case in which it is handling equipment rented, leased, or owned by the Employer,~~

~~ARTICLE 6~~

~~Departments, Job Classifications, and Wage Rates~~

~~6.01. Theatrical Stage or Audio Visual work shall be performed through the Departmental lines and job classifications listed in this Article.~~

~~6.02. EMPLOYMENT SPECIALTY "A" Video Electronic Work. Video Electronic work shall include the making, taking, production, re-production or duplication and cutting, splicing, editing, re-editing, playback and broadcast of videotape or other types of electronic recordings, both audio and video, and the handling, storage, care and other processes incidental thereto. The on location placement, alignment and operation of all electronic, optical, mechanical and manual equipment and any other apparatus utilized to pick up, convert, conduct, transfer, record, re-record, duplicate, playback, either audio or video information or electronic recordings for the purpose of closed circuit or live broadcasts.~~

~~6.03. The job rating for Employment Specialty "A" shall be delineated into two categories, "Broadcast" and "Industrial".~~

~~(a) — Broadcast Rating: This rate applies when the job requires work to be performed which will result in a product of any kind, that is produced for or by a network, a cable television company, satellite transmission (excluding video conferencing), syndication, or mass production for markets outside the greater Las Vegas Valley. This rate will also apply to Telethons.~~

~~(b) — Industrial Rating. This rate applies when:~~

~~1. — A job requires work to be performed which does not fall under the criteria set out for determining a "Broadcast" job rating. Said job shall be rated as "Industrial"; specifically such work as producing or recording a video product, which is to be utilized exclusively in the greater Las Vegas Valley market.~~

~~2. — Video electronic work is performed in connection with developing educational and/or instructional products.~~

~~3. — The product is for the private use of individual groups or associations, without regard to market in which the product is to be utilized.~~

~~4. — The product or work falls within one of the exceptions listed above but subsequently is used, in whole or in part, outside the greater Las Vegas Valley market or is used in a news, current events, or magazine style program.~~

~~(c) — The following table indicates the appropriate Job Classification and hourly rate of pay for each job rating under Employment Specialty "A":~~

~~Job Classification ————— "Broadcast" ————— "Industrial"  
Technical Director, Video Control\*, TV Audio Technician (A-1), Hand Held Camera Operator/Beta Cam.~~

<del>05/01/18</del>	<del>thru</del>	<del>12/31/18</del>	<del>\$49.38</del>	<del>\$38.35</del>
<del>01/01/19</del>	<del>thru</del>	<del>12/31/19</del>	<del>\$50.37</del>	<del>\$39.11</del>
<del>01/01/20</del>	<del>thru</del>	<del>12/31/20</del>	<del>\$51.37</del>	<del>\$39.90</del>
<del>01/01/21</del>	<del>thru</del>	<del>12/31/21</del>	<del>\$52.40</del>	<del>\$40.69</del>
<del>01/01/22</del>	<del>thru</del>	<del>12/31/22</del>	<del>\$53.45</del>	<del>\$41.51</del>

~~Job Classification "Broadcast" "Industrial"~~  
~~Slow Motion Machine Operator/Video Tape Editor, TV Electronic Camera Operator, Assist. TV Audio Tech. (A 2), TV Sound Boom Operator, Video Recording Machine Operator, Character Generator Operator, Crane Operator, Advanced Audio Visual Technician, Power Point Programmer, Shader.~~

<del>05/01/18</del>	<del>thru</del>	<del>12/31/18</del>	<del>\$43.35</del>	<del>\$31.21</del>
<del>01/01/19</del>	<del>thru</del>	<del>12/31/19</del>	<del>\$44.22</del>	<del>\$31.83</del>
<del>01/01/20</del>	<del>thru</del>	<del>12/31/20</del>	<del>\$45.10</del>	<del>\$32.47</del>
<del>01/01/21</del>	<del>thru</del>	<del>12/31/21</del>	<del>\$46.01</del>	<del>\$33.12</del>
<del>01/01/22</del>	<del>thru</del>	<del>12/31/22</del>	<del>\$46.93</del>	<del>\$33.78</del>

~~\*The classifications Technical Director/Director and Engineer/Video Control delineate combination positions where one person holding both titles performs the work of both classifications.~~

~~Job Steward(s): The Job Steward(s) shall be hired for each job in accordance with Article 22. The Job Steward(s) shall be compensated at the prevailing rate for the specialty in which he is working. Working Job Stewards working in Employment Specialty A shall receive an additional \$1.25 per hour.~~

~~6.04. EMPLOYMENT SPECIALTY "B" Theatrical Stage or Audio Visual Work. Theatrical Stage or Audio Visual Work shall include work which is required to rehearse or present shows, acts, musical renditions or other types of entertainment or presentation, and installation, operation, maintenance, repair, removal and remote assembly of all scenery, backgrounds, props, rigging, curtains, tracks, wardrobe, staging equipment, theatrical lighting, sound and projection equipment, lasers, and the component parts and control systems and all related accessories to any of the foregoing.~~

~~6.05. Theatrical Stage and/or Audio Visual Work falling within Employment Specialty "B" shall be performed through the following Departmental lines and classifications:~~

~~1. Stage Carpentry Department. Stage Carpentry Installation, Operations, Maintenance, and Removal.~~

~~Head Stage Carpenter, Head Stage Flyman, Cue Callers, Stage Elevator and/or Electric Curtain Control Panel Operator, Scenic Draftsman, Scenic Artist, Welder, Rigger, Assistant Stage Carpenter, Scenic Carpentry Layoutman and Relief or Swingman who regularly relieve personnel performing various stage carpentry operations and maintenance functions.~~

~~2. Stage Electrical Department. Stage Electrical Installation, Operations, Maintenance and Removal.~~

~~Head Stage Electrician, Theatrical Lighting dimmer and/or Switchboard Operators, Preset and Auxiliary Switchboard Operators, Spotlight Operators, Assistant Stage Electrician,~~



~~Water Effects Man, Fog Machine Operator, Pyrotechnics handler, Laser Operator, Assistant Laser Operator, and Relief or Swingmen, who regularly relieve personnel performing various Stage Electrical operations and maintenance functions.~~

~~3. — Stage Properties Department. — Stage Properties Control:~~

~~Head Stage Propertyman, Stage Property Layoutman, Assistant Stage Propertyman and Relief or Swingman who regularly relieve personnel performing property control functions.~~

~~4. — Stage Sound Department. — Stage Sound Installation, Operations, Maintenance and Removal:~~

~~Head Stage Soundman, Assistant Stage Soundman, Sound Technician and Relief or Swingman who regularly relieve personnel performing various Sound operations and maintenance functions.~~

~~5. — Wardrobe Department. — Wardrobe Construction, Handling, Maintenance and Removal:~~

~~Head Wardrobe Mistress, Wardrobe Attendants, Seamstresses, Pattern makers, Hair Dressers, Make-Up Artists, Dressers and Relief and/or Swing employees, who regularly relieve wardrobe personnel~~

~~6. — Projectionist Department —(Audio/Visual):~~

~~Moving Picture Machines Operators, Slide Projection Machine Operator, or Video Projection Operator, Advanced Projectionist, and Relief or Swingmen, who regularly relieve personnel performing various Projectionist operations and maintenance functions.~~

~~7. — Truck or Railroad Car Loading or Unloading Department:~~

~~This department covers those employees who load and/or unload Over-the-Road Trucks and/or Trailers and Railroad Cars.~~

~~8. — A/V Technicians:~~

~~Work performed in break-out rooms or exhibit booths limited to the set up, operation of, and tear down of the following: overhead projector/screen; video projectors/screens (not stacked or converged); 35mm carousel slide projectors and screen; computer interface; podium and microphone; screen/dress kits, with drapes surrounding screens limited to 20 feet on either side; table skirting; monitors/VHS players; audio/mixer with 6 or less channels in actual use (two RF microphones); non-dimming lighting systems with 12 or less instruments. (Dimming system may be used if there is an A/V Technician assigned to operate said equipment). Employer must specify the equipment to be used at the time the job request is placed.~~

~~6.06. The following table indicates the appropriate Job Classification rate of pay for each job rating under Employment Specialty "B":~~

	<del>Per</del>	<del>Per</del>
	<del>Hour</del>	<del>Performance</del>

~~\*\*\*\*\*~~

~~Head of Department (Including Head Wardrobe Attendant, Hairdresser, Make-Up Artists, and Job Stewards), Audio Visual Technician/Video Utility Person, Video Projectionist (includes all except Advanced Video Projectionist), Ground Rigger, Video Wall Technician (does not include engineer or programmer), All Board Operators:~~

<del>05/01/18</del>	<del>thru</del>	<del>12/31/18</del>	<del>\$31.21</del>	<del>\$124.94</del>
<del>01/01/19</del>	<del>thru</del>	<del>12/31/19</del>	<del>\$31.83</del>	<del>\$127.44</del>
<del>01/01/20</del>	<del>thru</del>	<del>12/31/20</del>	<del>\$32.47</del>	<del>\$129.99</del>
<del>01/01/21</del>	<del>thru</del>	<del>12/31/21</del>	<del>\$33.12</del>	<del>\$132.59</del>
<del>01/01/22</del>	<del>thru</del>	<del>12/31/22</del>	<del>\$33.78</del>	<del>\$135.24</del>

~~Assistant to Head of Department, Spotlight Operator, Wardrobe Attendants, Cue Caller, and Elevator Operators, Electronic Curtain Control Panel Operator:~~

<del>05/01/18</del>	<del>thru</del>	<del>12/31/18</del>	<del>\$28.44</del>	<del>\$113.64</del>
<del>01/01/19</del>	<del>thru</del>	<del>12/31/19</del>	<del>\$29.01</del>	<del>\$115.91</del>
<del>01/01/20</del>	<del>thru</del>	<del>12/31/20</del>	<del>\$29.59</del>	<del>\$118.23</del>
<del>01/01/21</del>	<del>thru</del>	<del>12/31/21</del>	<del>\$31.18</del>	<del>\$120.60</del>
<del>01/01/22</del>	<del>thru</del>	<del>12/31/22</del>	<del>\$30.78</del>	<del>\$123.01</del>

	<del>Per</del>
	<del>Hour</del>

~~\*\*\*\*\*~~

~~Pattern Makers/Tailors\*, Advanced Video Projectionist (any double stacked projectors, Barco LC, JVC/Hughes, or multiple scan rates\*\*), Teleprompter operators, Bucket Riggers:~~

<del>05/01/18</del>	<del>thru</del>	<del>12/31/18</del>	<del>\$34.33</del>
<del>01/01/19</del>	<del>thru</del>	<del>12/31/19</del>	<del>\$35.02</del>
<del>01/01/20</del>	<del>thru</del>	<del>12/31/20</del>	<del>\$35.72</del>
<del>01/01/21</del>	<del>thru</del>	<del>12/31/21</del>	<del>\$36.43</del>
<del>01/01/22</del>	<del>thru</del>	<del>12/31/22</del>	<del>\$37.16</del>

Per

Hour

\*\*\*\*\*

~~Specialized Lighting Operator, Robotic Lighting Operator/ Programmer, Jib Arm Camera Crane Operator, Tailor, Hazardous Work Pay\*\*\*, Licensed Pyrotechnician/Lasers\*\*\*~~

<del>05/01/18</del>	<del>thru</del>	<del>12/31/18</del>	<del>\$38.34</del>
<del>01/01/19</del>	<del>thru</del>	<del>12/31/19</del>	<del>\$39.10</del>
<del>01/01/20</del>	<del>thru</del>	<del>12/31/20</del>	<del>\$39.89</del>
<del>01/01/21</del>	<del>thru</del>	<del>12/31/21</del>	<del>\$40.68</del>
<del>01/01/22</del>	<del>thru</del>	<del>12/31/22</del>	<del>\$41.50</del>

~~Certified GE Light Valve 50 Series~~

<del>05/01/18</del>	<del>thru</del>	<del>12/31/18</del>	<del>\$49.38</del>
<del>01/01/19</del>	<del>thru</del>	<del>12/31/19</del>	<del>\$50.37</del>
<del>01/01/20</del>	<del>thru</del>	<del>12/31/20</del>	<del>\$51.37</del>
<del>01/01/21</del>	<del>thru</del>	<del>12/31/21</del>	<del>\$52.40</del>
<del>01/01/22</del>	<del>thru</del>	<del>12/31/22</del>	<del>\$53.45</del>

~~\*"Pattern Maker/Tailors" are individuals that design and create patterns. "Seamstresses" are individuals that cut and assemble patterns that have been created by a pattern maker/tailor, or otherwise mends or sews.~~

~~\*\*The advanced video projectionist pay rate for multiple scan rates applies only where, in addition to the video input signal, two or more devices are being used as inputs to the same projector and those two devices do not have the same scan rates as each other or as the video signal.~~

~~\*\*\*High Rigger/Hazardous Work Pay~~

~~Where workers are required to work at a distance of 25 feet from the ground on trusses, beams, scaffolds, jacob's chain ladders, bosun chairs, open decks, and other similar hazards where workers are subject to a direct fall, workers shall be paid at the rate outlined herein for such hazardous work. Hazardous time, except for high riggers, will be paid at the minimum of one (1) hour at the hazardous rate of pay and thereafter each succeeding hour or fraction thereof shall constitute an hour at the hazardous rate of pay.~~

~~Workers dispatched as high riggers will be paid Hazardous Work Pay until released from duty at the end of a shift. Other workers who believe that they are being assigned to perform Hazardous Work must notify the Employer's representative and Union job steward prior to the beginning of the hazardous work. If it is agreed the assignment constitutes hazardous work, then the Hazardous Work Pay rate shall apply. Hazardous work does not include working from a Scissor or Boom lift, e.x., Bucket Riggers. High Riggers may be used by all departments to run cable or perform other high work.~~

~~\*\*\*Stagehands working in the job classification Pyrotechnician/ Lasers will receive the rate of pay established for that job classification only if they have been licensed by the appropriate agency, organization (other than a labor organization), or manufacturer. Any unlicensed stagehands working in the Pyrotechnician/Lasers job classification will receive the Assistant to Head of Department rate of pay. In addition, certified individuals will receive the rate of pay established for these classifications only if certification is required by the Employer as a qualification to fill the job.~~

~~6.07. (a) Performances Defined—A performance work call shall be for that work actually required of employees to present any industrial show, commercial and/or industrial road show, circuses, ice shows, or commercial traveling attractions which consist of a single or a series of scenes or acts that would normally be regarded as what is commonly known as show act, dramas or musical presentation. Employees shall be paid on an hourly basis when the presentation or performance involves recurring performances, such as the presentation of musical sets.~~

~~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.~~

~~Employees who work performances shall report for duty no more than thirty (30) minutes before each performance at no additional cost to the Employer. 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.~~

~~(b) Hourly work. All work required of employees to prepare rooms, areas, or stages for commercial product presentation, industrial shows, commercial and/or industrial road shows, ice shows and circuses, shall be considered hourly work and shall be compensated for at the appropriate hourly rates of pay, as set out in Article 6. In addition to the foregoing, all work concerned with sporting events, film making (still and/or motion pictures), television shows (live broadcasts, closed circuit broadcast, video tape recordings and play-back included) and conventions (seminars, lectures, and workshops) shall be considered hourly work.~~

~~(c) Three (3) or more choreographed product demonstrations of one and one-quarter (1 1/4) hours or less duration per show shall be paid at the appropriate hourly rate of pay.~~

~~(d) Packing Out. When working with a traveling road show (not industrial trade shows) wardrobe employees who are assigned to perform packing-out duties during the hours of a performance shall be paid two (2) hours at the regular straight time rate in addition to the performance rate of pay.~~

~~6.08. Loading and Unloading of Baggage Cars or Over the Road Vans. Employees utilized in the loading or unloading of baggage cars or over the road vans, in conjunction with employment shall be compensated for such work as follows on a per employee, per car or van basis:~~

~~Baggage Cars/Over the Road Vans (based on a three hour minimum)~~

			<del>Per Hour</del>	<del>Per Truck</del>
<del>05/01/18</del>	<del>thru</del>	<del>12/31/18</del>	<del>\$31.21</del>	<del>\$93.63</del>
<del>01/01/19</del>	<del>thru</del>	<del>12/31/19</del>	<del>\$31.83</del>	<del>\$95.49</del>
<del>01/01/20</del>	<del>thru</del>	<del>12/31/20</del>	<del>\$32.47</del>	<del>\$97.41</del>
<del>01/01/21</del>	<del>thru</del>	<del>12/31/21</del>	<del>\$33.12</del>	<del>\$99.36</del>
<del>01/01/22</del>	<del>thru</del>	<del>12/31/22</del>	<del>\$33.78</del>	<del>\$101.34</del>

~~Baggage cars or over the road vans shall be loaded or unloaded within a three (3) hour period from the employee's reporting time. Any time worked in excess of three (3) hours shall be compensated for at the applicable hourly rate set out in this Section. In the event the Employer calls employees for the exclusive purpose of loading or unloading of baggage cars or over the road vans, such employees shall receive a minimum three (3) hour call and shall be compensated for additional hours worked in accordance with Section 7.01.~~

~~The application of this section shall be at those times when commercial or industrial shows, road shows, sporting events, circuses, ice shows or other traveling attractions that use baggage cars or over the road vans for transporting theatrical scenery, properties, electrical and lighting, sound broadcasting and recording, film and slide projection, television broadcasting and recording (live or closed circuit) equipment along with all related items and component parts which are used for or in relation to the presentation of such shows, events or attractions.~~

~~Local signatory Employers who own, rent, or lease vans, trucks, trailers, or television facility trucks who have other related businesses outside the greater Las Vegas area are exempted from the requirements of this section. It is agreed that the "Greater Las Vegas Area" shall mean a fifty (50) mile radius, the center of which shall be the Las Vegas Convention and Visitor's Authority, located at 3150 Paradise Road, Las Vegas, Nevada 89109, in Clark County, but said "Greater Las Vegas Area" shall not exceed the borders of the State of Nevada.~~

~~6.09. (a) Heads of Departments—Duties and Selection. Employees designated as Heads of Departments shall be working employees who, in addition to their regular duties, shall be responsible for the effective direction of other employees who are assigned to them; to the end that the work involved is performed at the time and in the manner prescribed by the Employer.~~

~~(b) The selection and number of Department Heads, required for a particular work call or shift, shall be determined by the Employer, subject to the understanding that where work is performed in any one of the recognized departments, one employee shall be designated and paid as Head of that Department.~~

~~The recognized departments and their applicable job classifications are set out under Section 6.05 of this Agreement.~~

~~6.10. Change of Work Assignments. Except as provided for below, the Employer shall have the right to make a change in job assignments.~~

~~1. Heads of Departments who are working under Employment Specialty (B) (Theatrical Stage and/or Audio Visual Work), shall not be cross-assigned to work under the direction of any other Head of Department.~~

~~2. After a job has started, and thereafter if an unforeseen circumstance is brought about because of a change in plans, the Employer shall have the right to make a change in job assignments of those employees who are working under the job classification of "Assistant", provided however, that no employee shall be displaced because of said change in job assignments.~~

~~3. Audio Utility or Video Utility employees who are working under Employment Specialty (A) (Video Electronics Work), may be reassigned to perform utility work in either the Audio or Video requirements during the "set-up" or "tear-down" of any shoot. When a shoot commences and through the duration of the shoot, the utility employees shall not be cross-assigned.~~

~~4. Only one (1) change in job assignment shall be allowed during a work call or shift provided that an individual may return to his original job assignment during a work call or shift.~~

~~5. In the event of a change in job assignment(s), the employees involved shall receive the regular rate or the rate of the job classification to which he/she is assigned, whichever is the highest for the minimum work call. An individual shall not be required to continue in a new assignment beyond the original minimum work call if his rate is reduced.~~

#### Section 7.02

~~7.02. Minimum Work Call. Except as otherwise specifically provided herein, all calls (excluding performances) shall be guaranteed a minimum of four (4) hours work or four (4) hours pay at the appropriate rate in lieu thereof as defined in Section 6.01 per job classification. Hours paid but not worked will be paid at the straight time rate.~~

#### Section 7.02(b)

~~(b) Minimum Work Call—Employment Specialty (A) Employees who are hired to perform work under Employment Specialty (A) for "Broadcast" calls shall be guaranteed a minimum of eight (8) hours work for each work call or eight (8) hours pay at the employee's appropriate rate in lieu thereof.~~

Section 7.04

~~Reporting. On the first day of any assignment the Employees shall report for duty before each the commencement of the call at no additional cost to the Employer as follows:~~

<del>Number of employees in call</del>	<del>Report time (prior to commencement)</del>
<del>1-20 persons</del>	<del>15 minutes</del>
<del>More than 20</del>	<del>30 minutes</del>

~~This report time is solely for the purposes of determining that all employees are available and to do the required set up work and sign in procedures for the work. Employees who have completed sign in procedures shall not be required to remain on the premises provided they are ready to work promptly at the beginning of the call. The Employer and the Union shall seek to establish effective sign in procedures to facilitate the start of a large number of employees. Will be discussed on a case by case basis.~~

~~ARTICLE 9~~

~~Meal Period~~

~~9.01. Employees shall not be required to work more than five and one half (5 1/2) hours without being allowed a meal period of at least one half (1/2) hour, which meal period shall not be considered as time worked and shall not be paid for by the Employer. However, where convenient meal facilities are lacking, employees will be allowed at least forty (40) minutes for their meal period, but for payroll purposes only one half (1/2) hour shall be counted as time not worked and not paid for by the Employer.~~

~~Meal periods shall not exceed one (1) hour in duration and must be granted no sooner than two (2) hours after the employee begins work. Subsequent meal periods shall be called no less frequently than every five and one half (5 1/2) and not more frequently than every three and one half (3 1/2) hours after completion of the first meal period of the day. Meal periods may be staggered among members of the crew. Employees returning from a meal period shall be guaranteed two (2) hours of work or two (2) hour's pay at the appropriate rate in lieu thereof.~~

~~When wrapping up or striking at the end of a day, the meal interval may be extended one half (1/2) hour without penalty, provided the employee is dismissed at the end of the one half (1/2) hour.~~

~~9.02. Penalties for Failure to Provide. In the event that an employee is not provided with a meal period, as provided in Section 9.01, he shall be paid at the rate of double time (2X) for the meal period omitted, and if a meal period is not provided after six (6) consecutive hours of work, the employee involved shall be paid at the rate of time and one and one half times (1 1/2X) his appropriate rate of pay for all work performed after six (6) consecutive hours until a meal period is provided. The maximum penalty under any circumstances shall not exceed three times (3X) the regular, straight time rate of pay.~~

~~9.03. Food furnished by the Employer at the job site without providing the appropriate time off for a meal period shall not be considered an appropriate meal period.~~

~~9.04. It shall be the Employer's responsibility to make the work calls and to designate meal periods in such a manner so as not to cause the employees to perform their work at the overtime rates of pay.~~

~~9.05. Employees shall be granted a paid ten (10) minute break for each four (4) hours worked, however, the break shall be given no later than the third hour of each four (4) hour period. Breaks need not be granted during a performance, presentation, or meeting.~~

~~9.06. No meal penalty shall be required if the Employer releases the crew for a meal break and leaves the equipment in a static or looping state. The Employer shall keep one Head of Department working while the equipment remains in a static or looping state. The Head of Department can be rotated so as to not incur a meal penalty, provided he is given a meal period or is properly fed.~~

## ARTICLE 22

### Union Representatives, Payroll and Job Stewards

~~22.01. The Union agrees that its 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 the permission of the Employer. Any meetings between the Employer and the Union shall take place at a mutually agreeable location.~~

~~22.02. Except in the case of extreme danger, the Union agrees that its representatives have no authority to issue orders to employees that conflict with or countermand the instructions of management.~~

~~22.03. Job Stewards. The Employer shall either provide a payroll coordinator (who need not be a Union member) or may request the Union to provide a payroll coordinator, who may also be a Union steward. All stewards are working stewards except in the case where they are functioning as a payroll coordinator for twenty (20) or more persons.~~

~~The Employer and the Union shall jointly develop a list of persons who shall be eligible to hold the position of Payroll Coordinator. Either the Employer or the Union may suggest names for the list, but no name shall be added to the list without the agreement of both parties. However, neither party shall unreasonably withhold their agreement to the placement of any individual to the list.~~

~~When the Employer employs a payroll steward, the Employer shall select the payroll steward from the list jointly developed by the Union and the Employer.~~

~~Payroll Stewards must be qualified for the classification for which they are hired.~~



~~The Employer agrees to allow the payroll steward, during working hours, a reasonable amount of time to perform the duties of his/her stewardship.~~

~~ARTICLE 29  
Audio Visual Shop~~

~~29.01. The Employer has established an audio visual shop facility at the Sands Convention Center as maintenance and staging facility for the aforementioned Center. It is agreed that the employees of said facility will perform only the preparation, repair and staging of audio visual equipment to be used in the Center. It is further agreed that shop and per diem employees who perform those duties regularly performed by Audio Visual Technicians, Projectionists, Electricians, and Sound Technicians, will perform such duties pursuant to the terms and conditions of the PSC Agreement except as stated herein. In emergency situations, shop employees who perform the duties of Audio Visual Technicians, Projectionists, Electricians and Sound Technicians shall receive a one (1) hour minimum, based on the PSC rates for such work and be paid for additional time in half (1/2) hour increments.~~

~~29.02. The following rate of pay will apply to the Audio Visual Shop employees:~~

<del>05/01/18</del>	<del>thru</del>	<del>12/31/18</del>	<del>\$20.20</del>
<del>01/01/19</del>	<del>thru</del>	<del>12/31/19</del>	<del>\$20.60</del>
<del>01/01/20</del>	<del>thru</del>	<del>12/31/20</del>	<del>\$21.01</del>
<del>01/01/21</del>	<del>thru</del>	<del>12/31/21</del>	<del>\$21.43</del>
<del>01/01/22</del>	<del>thru</del>	<del>12/31/22</del>	<del>\$21.86</del>

~~29.03. The Employer shall have the right to require employees to adhere to a dress code provided that the Employer shall furnish and maintain blackout or uniform clothing. Should an employee be able to supply his/her own special clothing when requested by the Employer, the Employer agrees to clean, replace or repair, as appropriate, any special clothing that becomes soiled or damaged while in the employ of the Employer. In all other cases, employees shall dress in a manner appropriate for the time, place and type of work involved. Employees who are issued clothing pursuant to the provisions of this Memorandum shall reimburse the Employer for such clothing which is lost or stolen if the employee has been directed to place such clothing in a secure location, or if the employee has been allowed to take the clothing from the premises. The amounts of any such reimbursement shall not exceed the Employer's actual cost of replacing the clothing, and may thereafter be deducted from the employee's pay.~~

ARTICLE 30  
Fiber Optics

30.01. In accordance with Section 2.03(a) hereof, the Employer and Union agree that fiber optic work shall be within the jurisdiction of this Agreement and agree to bargain over the rates and conditions applicable thereto.

~~DATED this 1st day of May, 2018.~~

~~FOR THE EMPLOYER~~

~~FOR THE UNION~~

~~SHOWPAY (NEVADA), LLC.~~

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

~~By: \_\_\_\_\_~~

~~By: \_\_\_\_\_~~

~~Jerry Helmuth~~

~~Its: Authorized Representative~~

~~Its: President~~

~~Printed Name: \_\_\_\_\_~~

~~By: \_\_\_\_\_~~

~~Ron Poveromo~~

~~Its: Secretary-Treasurer~~

~~By: \_\_\_\_\_~~

~~Enrico Grippo~~

~~Its: Business Representative~~

MEMORANDUM OF AGREEMENT

Re: Additional Job Classification and Wage Rates

Job Classification ————— Per Hour

Stage Laborer/Helper

05/01/18	thru	12/31/18	\$23.19
01/01/19	thru	12/31/19	\$23.65
01/01/20	thru	12/31/20	\$24.12
01/01/21	thru	12/31/21	\$24.60
01/01/22	thru	12/31/22	\$25.10

Lead Stage Laborer

05/01/18	thru	12/31/18	\$25.52
01/01/19	thru	12/31/19	\$26.03
01/01/20	thru	12/31/20	\$26.55
01/01/21	thru	12/31/21	\$27.09
01/01/22	thru	12/31/22	\$27.63

Internet Utility

05/01/18	thru	12/31/18	\$23.19
01/01/19	thru	12/31/19	\$23.65
01/01/20	thru	12/31/20	\$24.12
01/01/21	thru	12/31/21	\$24.60
01/01/22	thru	12/31/22	\$25.10

Job Classification \_\_\_\_\_ Per Hour

**Internet Advanced**

05/01/18	thru	12/31/18	\$31.21
01/01/19	thru	12/31/19	\$31.83
01/01/20	thru	12/31/20	\$32.47
01/01/21	thru	12/31/21	\$33.12
01/01/22	thru	12/31/22	\$33.78

\_\_\_\_\_ DATED this 1st day of May, 2018.

FOR THE EMPLOYER \_\_\_\_\_ FOR THE UNION

SHOWPAY (NEVADA), LLC. \_\_\_\_\_ LOACL 720, LAS VEGAS NEVADA

By: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Authorized Representative Its: Jerry Helmuth  
\_\_\_\_\_  
President

Printed Name: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Ron Poveromo  
\_\_\_\_\_  
Secretary Treasurer  
\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Enrico Grippo  
\_\_\_\_\_  
Business Representative

~~EXHIBIT I  
IATSE National Health & Welfare Plan~~

~~— The Employer agrees to contribute to the IATSE National Health and Welfare Fund, effective May 1, 2018 and for the term of this Agreement for all employees covered by the terms of this Agreement, the following contribution rates:~~

~~— 05/01/18 thru 12/31/22: \$5.50 per hour for each hour worked. (Minimum 4 hours capped at 10 hours)~~

## EXHIBIT III

### Substance Abuse Policy

Union and Management recognize that Substance Abuse is a significant economic, social, and business problem in the workplace.

Union and Management believe that health, safety, productivity, moral, and security will be enhanced by addressing the Substance Abuse problem.

Union and Management agree Substance Abuse in the workplace cannot be tolerated.

In furtherance of this policy, the parties agree:

1. The using, processing, selling, transferring, distributing, making, or transporting of, trafficking in, having in their custody, having on their person, or having in their person, or having in their personal effects, under their control, or under the influence of, alcohol, illegal drugs, nonprescribed controlled substances, or mind altering substances, while in a work status or during off hours at any company job site or the surrounding premises, is prohibited. Surrounding premises are defined as company staging areas used by the Company and its employees at any job site.
2. An employee shall not report for work in a condition unfit for work due to the use of alcohol, illegal drugs, or any other illegal substances that impair ~~his or her~~their work performance. Being in a condition unfit for work because of the effects of illegal drugs, alcohol, or other illegal substances that impair work performance while at the job site is cause for a disciplinary action.

### UNIFORM TESTING PROCEDURE

1. Reasonable Cause: If an Employer has "reasonable cause" to suspect that an employee is unfit for work as is described above, the employee may be required to submit to a detection test as outlined herein to determine whether the employee is unfit to work.

"Reasonable cause" means objective belief upon direct observation by a Management representative such that it can be described with particularity, i.e., specific facts. All such facts must be reduced to writing by the Management official, within one (1) working day.

When the Employer feels that reasonable cause exists, the Employer shall summon the presence of a Union official. No action shall be taken by the Employer until the arrival of a Union official if available within a reasonable amount of time. The parties to this Addendum agree that time is of the essence in addressing these matters and will address each situation accordingly. Upon arrival of the Union official, the Management official shall review the specific facts observed, upon which Management representative believes establish reasonable cause for requiring the employee to undergo a detection test. The Employer may then send the employee to be tested. If the employee

refuses to be tested, ~~he~~they will be terminated, as provided below. The employee who is asked to test for reasonable cause will be suspended pending test results. If the test is negative, the employee will be compensated for all time lost.

In the case of any employee reporting for work in a condition unfit for work, and where Management determines that the employee has had no prior reasonable cause incidents within the prior three (3) years, then the employee shall be interviewed by a Management representative and a Union representative. Should the Employer's suspicion regarding the fitness of the employee remain following the interview, the employee will be released from work for the remainder of the work shift and told to return the next day if work is available.

2. Property Damage, Accident or Injury: The following applies for employees who damage property or are involved in an accident or injuries:

- a. For any reportable injury where an employee is sent to a medical facility or hospital for treatment, the employee(s) may be subject to drug and alcohol testing where reasonable cause exists.
- b. For any vehicle or equipment accident, the employee may be subject to drug and alcohol testing where reasonable cause exists.
- c. For any property, vehicle, equipment, building, exhibit and or produce damage of one thousand dollars (\$1,000.00) or more, the employee may be subject to drug and alcohol testing where reasonable cause exists.
- d. The circumstances of the injury, accident, or damage will dictate if reasonable cause exists.

3. Testing: The testing shall be conducted by a National Drug Abuse certified laboratory in Clark County. The Employer shall pay for all testing performed. A Union Steward or other designated Union representative shall accompany the Employee to the laboratory in order to witness and confirm the collection procedures, if available within a reasonable period of time. The employee shall be given a copy of the specimen collection procedures. The laboratory will perform a Profile 800 test, which is a urine sample, and provide the parties positive test confirmation based upon the following cutoff levels:

PROFILE 800

<u>Drugs Included</u>	<u>Screening Cutoff</u>	<u>Confirmation Cutoff</u>
Amphetamines	500 ng/ml	500 ng/ml
Barbiturates	500 ng/ml	500 ng/ml
Cocaine	300 ng/ml	150 ng/ml

Marijuana (THC)	100 ng/ml	20 ng/ml
Opiates Group	300 ng/ml	300 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

After any sample is collected under the provisions of this Addendum, and should it test positive, the employee upon request shall be given a portion of the sample collected for ~~his/her~~their own analysis (at their own expense at a certified laboratory of choice). Said portion shall be clearly identified and sealed. Chain of custody must be maintained by the N.I.D.A. Laboratory.

4. Driver-employees who drive vehicles of gross weight of over twenty-six thousand (26,000) pounds or more are subject to federal and/or state laws and regulations regarding drug and alcohol testing.

#### ALCOHOL

Employees tested (blood alcohol) and found to have .08 blood alcohol are presumed to be unfit for work and be deemed to have a positive testing result.

#### PENALTIES FOR POSITIVE DRUG AND/OR ALCOHOL TESTING

1. (a) First Offense: On the employee's first positive testing within a three (3) year period, the employee shall be suspended (terminated) from the Employer's employment for fifteen (15) calendar days and until successful completion of an approved Assistance Program under the H&W Plan.

(b) Upon successful completion of an approved Assistance Program under the H&W Plan for the First Offense (which shall include a negative test as a prerequisite to the completion at the employee's expense), the Employer agrees that the employee will be reinstated to the same status and position that ~~he/she~~they held in terms of hiring or call by name as that employee held prior to the reasonable cause incident. The foregoing reinstatement is subject to job availability and job assignment factors. During the twelve month period of time following the employee's reinstatement, the employee may be subject three (3) random tests at the request and expense of the Employer.

2. Second Offense: Should an employee test positive a second time within the three (3) year period from the first offense, the employee will be terminated by the Employer for a period of twelve (12) months and shall not be eligible for rehire until the individual successfully completes an approved Assistance Program under the H&W Plan and provides a current negative test result at the employee's expense. During the twelve-month period of time following the employee's reinstatement, the employee may be subject to three (3) random tests at the request and the expense of the Employer.

3. Third Offense: Should an employee test positive a third time within the three (3) year period from the first offense, the employee will be terminated by the Employer and shall not be rehired by the Employer.



## PENALTIES FOR REFUSING TO BE TESTED

An employee who refuses to submit to a drug or an alcohol test shall be terminated and shall not be eligible for rehire for a period of twelve (12) months and shall not be eligible for rehire after the expiration of the twelve-month period unless the employee provides the results of a negative test (which complies with the standards set forth in this Addendum) at the employee's expense and such employee may be subject to three (3) random tests during the succeeding twelve months following ~~his~~their reinstatement at the request and the expense of the Employer.

An employee who refuses to submit to a drug or an alcohol test a second time within the three (3) year period shall be terminated by the Employer and shall not be rehired by the Employer.

## DRUG TRAFFICKING

Upon an employee's arrest for drug trafficking at any company job site or the surrounding premises, the employee shall be immediately terminated by the Employer, pending an investigation. Should an employee be convicted of drug trafficking, the employee shall not be rehired by the Employer.

## THIS ADDENDUM

The parties to this Addendum agree that it does not alter the provisions of the basic contract to which it is attached.

## EXHIBIT A

Alcohol

Amphetamines

Cannabinoids

Cocaine

Methaqualone

Opiates

Phencyclidine

Barbiturates

Benzodiazepines

Synthetic Narcotics

    Methadone

    Propoxyphene

EXHIBIT ~~III~~ II

CHECK-OFF AGREEMENT AND SYSTEM

1. Pursuant to the Union Security provision (Section 3.03) of the Labor Agreement between Showpay (Nevada), LLC. (Employer) (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’s 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., employees working in the jurisdiction of IATSE 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 ~~IV~~III

### YOUR RIGHTS under the FAMILY AND MEDICAL LEAVE ACT OF 1993

FMLA requires covered Employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible employees" for certain family and medical reasons. Employees are eligible if they have worked for a covered Employer for a least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE Unpaid leave must be granted for any of the following reasons:

- \* to care for the employee's child after birth, or placement for adoption or foster care; or
- \* to care to the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- \* for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or Employer's option, certain kinds of paid leave may be substituted for unpaid leave.

ADVANCE NOTICE AND MEDICAL CERTIFICATION The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- \* The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- \* An Employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the Employer's expense) and a fitness for duty report to return to work.

### JOB BENEFITS AND PROTECTION

- \* For the duration of FMLA leave, the Employer must maintain the employee's health coverage under any "group health plan."
- \* Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- \* The use of FMLA leave cannot result in the loss of any employment benefit that accrues prior to the start of an employee's leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any Employer to:

- \* interfere with, restrain, or deny the exercise of any right provided under FMLA;
- \* discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA

ENFORCEMENT:

- \* The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- \* An eligible employee may bring a civil action against an Employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement with provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

EXHIBIT ~~V~~-IV  
TOOL LIST

(a) Carpentry:

16 oz. claw hammer Hand saw  
8" crescent wrench  
3/8" drive ratchet and sockets 3/8" - 3/4" Open end box wrenches 3/8" - 3/4"  
Set nut drivers  
Phillips head screwdrivers #1, #2, #3  
Straight blade screwdrivers 3/16", 1/4", 5/16"  
Chalk line and chalk  
Combination square Framing square 25' tape measure  
Allen wrench set Utility knife  
Pencils and pen  
Pliers/slip Joint Diagonal pliers  
Pry bar  
Small level Lineman's pliers  
Chisels 1/4" - 1"  
Nail set

(b) Electrical:

Speed wrench with 1/2" 8 point socket and assorted 8 point sockets  
8" crescent wrench  
Small crescent wrench  
3 phillips head screwdrivers (large, medium and small) 3 straight blade screwdrivers (large, medium and small)  
Pocket knife  
Hammer  
Continuity tester Voltage tester 3 pin tester  
Set of allen wrenches 1 pair of dikes 1 linesman pliers  
1 set of channel locks

(c) High Riggers:

1 rated safety harness with breakaway lanyard 1 50' hand line  
1 165' dynamic line  
4 steel locking carabiners  
1 standard belay device (figure 8)  
1 single rope descending device (either a Grigri or a Petzl single rope device )  
1 aluminum pulley wheel (suitable for 1 lmm line) 5 1" webbing sewn loops, 12" or longer (rating on webbing at least 5,000 lbs) 1 8" adjustable wrench  
1 speed wrench to fit 5/8's bolt

1 multi-purpose tool with knife (Leatherman or Gerber variety) 1 50' tape measure Suitable clothing and footwear to perform the job safely

(d) Projectionists:

1 working flashlight

1 volt ohm meter

1 set of television alignment tools

3 phillips head screwdrivers (large, medium and small) 3 straight blade screwdrivers (large, medium and small) 1 pair of 8" bullnose lineman's pliers 1 pair needle nose pliers

1 soldering iron and solder

1 green handled tweaking screwdriver

(e) Sound Persons:

Headset with 1/4" jack

1 working flashlight

1 volt ohm meter

3 phillips head screwdrivers (large, medium and small)

3 straight blade screwdrivers (large, medium and small)

1 pair of 8" bullnose lineman's pliers

1 pair of needle nose pliers

1 soldering iron and solder

1 green handled tweaking screwdriver

The Tool List shall not be construed as requiring any employee to furnish special tools or vehicles for the convenience of the Employer as a condition of employment.