



LABOR AGREEMENT

BETWEEN

SHOWPAY (NEVADA) LLC AT THE  
SMITH CENTER FOR PERFORMING ARTS

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~~  
LOCAL 720 LAS VEGAS, NEVADA

THIS AGREEMENT, entered into this 1st day of ~~July~~June, ~~2018~~2023, by and between SHOWPAY (NEVADA) LLC FOR ITS WORK PERFORMED AT THE SMITH CENTER FOR THE PERFORMING ARTS, and its successors and assigns, (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~~ LOCAL 720 LAS VEGAS, NEVADA, its successors and assigns (hereinafter referred to as the “Union”).

W I T N E S S E T H :

WHEREAS, 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 Labor 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  
Mutual Obligations

1.01. Binding Effect of Agreement. This Agreement shall be binding upon the Union and upon the Employer, and upon their respective transferees, successors, and assigns.

1.02. 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, gender, religion, age, color, sexual preference or national origin. This pledge of nondiscrimination applies to registration, dispatching, 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.

1.03. It is expressly understood and agreed the Smith Center for the Performing Arts is NOT the Employer of the employees under this Agreement. Furthermore, the Union and the Employer warrant and represent that the Smith Center for the Performing Arts is not bound to the terms and conditions of this Agreement and it is not an express or implied beneficiary of this Agreement. As those terms may be understood in law and equity.

ARTICLE 2  
Recognition – Scope- Jurisdiction

2.01. Recognition of the Union. The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees in the bargaining unit who, now or hereafter, perform work under one (1) or more of the Job Classifications, as set out under Article 6 hereof, but excluding all other employees.

2.02. Scope of Work. This Agreement applies to all stagehand, audio-video and theatrical wardrobe, hair and make-up work performed by the Employer at the Smith Center for The Performing Arts related to the production and presentation of theatrical entertainment, commercial traveling attractions/shows, local community resident productions, trade shows, conventions, and special events or the temporary or permanent installation of any stages, lighting, audio, video, or scenic elements and work performed for those events presented, or otherwise sponsored or produced by the Smith Center or its tenants within, or about its facility, facilities including but not limited to Symphony Park.

2.03. 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.

2.04. Employee Representational Jurisdiction.

(a) It is expressly understood and agreed, that the Union's representational jurisdiction extends to and includes, but is not limited to, that work which is or may be required of any employee who performs work at The Smith Center for the Performing Arts and

Symphony Park , as defined in this Article 2, and 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.

(b) When new technologies are 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.

2.05. The Employer shall make reasonable efforts to employ members of the bargaining unit to perform the work excluded from the definition of unit work by this Article. Whenever the Employer employs bargaining unit members under this Paragraph, they shall be governed by the terms and conditions of this Agreement however, such work shall not automatically become bargaining unit work.

### 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.

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

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

ARTICLE 4  
Employment Procedure

4.01. For all work covered by this Agreement, the following procedures shall govern:

(a) 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.

(b) The Employer shall give the Union four (4) hours' advance notice of cancellation or postponement of a work call. A minimum of four (4) hour cancellation fee shall be paid to the effected employee for violation of this Agreement. When an employee does report as scheduled, ready, willing and able to work and is not hired, such employee shall be entitled to receive four (4) hours pay for reporting.

(c) The Employer shall be the sole judge as to the competency and qualifications of all employees. If the Employer has made a good faith judgment that a referent is unable to perform tasks within the classification that ~~he or she was~~they are dispatched, the Employer shall report the name and job classification of the referent to the Union. The Employer will only be required to pay for actual hours worked.

Except to the extent expressly limited by this Article, the Employer shall have the right to request any employees whose names are maintained on a roster maintained by the Union. 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 request employees under Article 4.

ARTICLE 5  
Termination – Layoff- Reduction in Force

5.01. 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 ~~V~~II 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 ninety (90) days of elapsed time, be given an opportunity to demonstrate higher ability to meet the Employer's job performance standards, which are required of other employees working under the same job classification. Upon successful demonstration to the Employer, the ineligibility for rehire shall be removed from the individual's personnel records, thereby making the individual eligible for rehire.

5.02. 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.

5.03. 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 lay off those persons in any order the Employer deems appropriate, except that the person designated as the Job Steward shall be the last non-Head of Department employee reduced or laid off.

The Employer may lay off the job steward(s) whenever there is no work for the job steward(s) to perform within the department of the job steward(s). If the layoff of a job steward results in the lack of a working job steward on the job, the Union may appoint one of the remaining employees on the job as the job steward.

## ARTICLE 6

### Departments, Job Classifications, Wage Rates

6.01. Job Classifications. 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, video, sound and lasers, and the component parts and control systems and all related accessories to any of the foregoing:

- Stage carpentry installation, operations and maintenance
- Stage electrical installation, operations and maintenance
- Stage properties installation, operations and maintenance
- Stage sound installation, operations and maintenance
- Stage automation installation, operations and maintenance
- Stage special effects installation, operations and maintenance
- Theatrical Wardrobe installation, operations and maintenance
- Theatrical Hair installation, operations and maintenance
- Theatrical Make-up installation, operations and maintenance
- Convention/Audio Visual installation, operations and maintenance

6.02. Traveling Shows/Attractions, Touring Productions. The following table indicates the appropriate Job Classification rate of pay for each job rating:

Job Classification

Technical Director/Director, Video Engineer/Video Control, Audio Technician (A-1), Crane Operator, Specialized Lighting Operator, Robotic Lighting Operator/Programmer, Pattern Maker, Tailor, High Rigger/Hazardous Work Pay, Stage Manager, Licensed Pyro Technician/Lasers (based on an four [4] hour minimum).

		<u>Per Hour</u>
6/1/23 thru	12/31/23	<u>\$44.03</u>
1/1/24 thru	12/31/24	<u>\$45.35</u>
1/1/25 thru	12/31/25	<u>\$46.26</u>
1/1/26 thru	12/31/26	<u>\$47.19</u>

Bucket Rigger, Stitcher, Scenic Draftsman, Scenic Artist, Welder, Scenic Carpentry 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 four [4] hour minimum).

		<u>Per Hour</u>
6/1/23 thru	12/31/23	<u>\$39.42</u>
1/1/24 thru	12/31/24	<u>\$40.60</u>
1/1/25 thru	12/31/25	<u>\$41.41</u>
1/1/26 thru	12/31/26	<u>\$42.24</u>

Department Heads (Stage Carpenter, Stage Electrics, Stage Sound, Stage Properties, Automations, Fly Rail, Theatrical Hair, Make-Up, Wardrobe), Job Stewards, Board Operators, Ground Rigger Audio Visual Technician/Video Utility Person, Assistant TV Audio Tech (A-2), Projectionist, Cue Caller (based on a four [4] hour minimum).

		<u>Per Hour</u>
6/1/23 thru	12/31/23	<u>\$35.84</u>
1/1/24 thru	12/31/24	<u>\$36.91</u>
1/1/25 thru	12/31/25	<u>\$37.65</u>
1/1/26 thru	12/31/26	<u>\$38.40</u>

Assistants in all Departments (Stage Carpentry, Stage Electrics, Stage Sound, Stage Properties, Automations, Fly Rail, Theatrical Hair, Make-Up, Wardrobe), Spotlight Operator, Elevator Operators, (based on a four [4] minimum).

		<u>Per Hour</u>
6/1/23 thru	12/31/23	<u>\$32.66</u>
1/1/24 thru	12/31/24	<u>\$33.64</u>
1/1/25 thru	12/31/25	<u>\$34.31</u>
1/1/26 thru	12/31/26	<u>\$34.99</u>

Carloaders

Baggage Cars/Over the Road Vans

		<u>Per Hour</u>	<u>Per Car</u>
6/1/23 thru	12/31/23	<u>\$35.84</u>	<u>\$107.52</u>
1/1/24 thru	12/31/24	<u>\$36.91</u>	<u>\$110.73</u>
1/1/25 thru	12/31/25	<u>\$37.65</u>	<u>\$112.95</u>
1/1/26 thru	12/31/26	<u>\$38.40</u>	<u>\$115.20</u>

Over-the-Road Vans. used in conjunction with commercial, trade or industrial shows, road shows, sporting events, or other traveling attractions that use 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 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 per van shall be compensated for at the applicable hourly rate

Local Employers who own, rent, or lease vans, trucks, trailers, or television facility trucks are exempted from the requirements of this Section.

~~6.03. Smith Center Symphony Park Performance/Events (excluding Reynolds Hall)~~

<u>Smith Center Stagehand</u>	<u>Per Hour</u>
<del>7/1/18 thru 12/31/18</del>	<del>\$26.27</del>
<del>1/1/19 thru 12/31/19</del>	<del>\$26.79</del>
<del>1/1/20 thru 12/31/20</del>	<del>\$27.33</del>
<del>1/1/21 thru 12/31/21</del>	<del>\$27.87</del>
<del>1/1/22 thru 12/31/22</del>	<del>\$28.43</del>

~~The "Smith Center Stagehand" may be assigned to Smith Center productions and events only. This position shall be used exclusively in for load-ins, set-up, operation and load-outs excluding all work performed in Reynolds Hall. Extension of the use of this position other than listed shall be discussed and established by mutual agreement between the two parties.~~

6.0403. Local Community Resident Productions/Events

<u>Stage Technicians</u>	<u>Per Hour</u>
6/1/23 thru 12/31/23	<u>\$21.29</u>
1/1/24 thru 12/31/24	<u>\$21.93</u>
1/1/25 thru 12/31/25	<u>\$22.37</u>
1/1/26 thru 12/31/26	<u>\$22.81</u>

<u>Lead Stage Technicians</u>	<u>Per Hour</u>
6/1/23 thru 12/31/23	<u>\$26.02</u>
1/1/24 thru 12/31/24	<u>\$26.80</u>
1/1/25 thru 12/31/25	<u>\$27.34</u>
1/1/26 thru 12/31/26	<u>\$27.88</u>

The Stage Technician is to be assigned exclusively to local community resident presentations and events only. Stage Technicians shall be permitted to cross departments per the direction of a Head of Department. This position shall be used exclusively in regard to load-ins, set-up, operation and load-outs excluding all other theatrical stage, commercial and industrial work. Extension of the use of this position other than listed shall be discussed and established by mutual agreement between the two parties.

6.0504. It is understood and agreed that the Employer, in its sole discretion, may designate a member of the bargaining unit as Stage Manager or Cue Caller. If those assignments are made, a Stage Manager shall be paid at the rate applicable to A-1 or Hign Rigger, a Cue Caller shall be paid at the rate applicable to a Head of Department, and either shall be covered by all other terms of this Agreement.

ARTICLE 7  
Conditions

7.01. (a) Department Leads -- Duties and Selection. Employees designated as Department Leads 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) Production Heads of Department. When the Employer hires Heads of Department, the parties may negotiate a rate which the Heads of Departments shall be paid when the Employer requires the Heads of Departments to serve as Production Heads.

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



7.02. Work Assignments. Except as provided for below, the Employer shall have the right to make a change in work assignments.

1. Department Leads 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 classification of "Assistant", provided however, that no employee shall be displaced by said change in job assignments.
3. In the event of a change in job assignment, no employee shall be dismissed because of said employee's inability to perform the work required under the change in job assignment.
4. Audio Utility or Video Utility employees 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.
5. Only one (1) change in job assignments shall be allowed during a work call or shift.
6. 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~~they are assigned, whichever is the highest for the full work call or shift.

7.03. High Rigger/Manual Aerial Flying Rig/Hazardous Work Pay. Where workers are required to work at a distance of 25 feet from the ground on trusses, beams, for building scaffolding, jacob's chain ladders, bosun chairs, open decks, and other similar hazards where workers are subject to a direct fall, or where workers are operating a manual aerial flying rig, 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. High Riggers may be used by all departments to run cable or perform other high work.

7.04. Employees 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 employee working in the Pyrotechnician/Lasers job classification will receive the Assistant rate of pay. In addition, qualified 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.

7.05. (a) “Yellow Card” Shows. The Employer agrees to honor all staffing requirements for “Yellow Card” shows/attractions. Staffing job classifications and rates of pay shall be pursuant to Article 6.02.

(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, and community resident productions 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, television shows (live broadcasts, closed circuit broadcast, video tape recordings and playback included) and conventions (seminars, lectures, and workshops) shall be considered hourly work.

(c) Packing Out. When working with a traveling road show (not industrial-trade shows) 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.

## ARTICLE 8 Hours of Work

8.01. Hourly Work. All calls are four (4) hour minimums. All work required of employees to prepare rooms, areas, or stages for theatrical, commercial and/or industrial road presentations shall be considered hourly work and shall be compensated for at the appropriate hourly rates of pay, as set out in Article 6. Employees shall be paid for all time worked at the end of each payroll period. Fractions of an hour worked shall be compensated for in one-quarter (1/4) hour increments.

### 8.02. Overtime.

(a) 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.

(b) 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 in cases of twenty-four (24) consecutive hours of work under Section 8.02(c), a meal penalty under Section 9.02, and the rest period as provided in Sections 10.01, in which case the highest rate of pay shall be three times (3 X) the straight time rate of pay.

(c) Overtime Pay. Work performed in excess of the following hours during any work period, shall be compensated for in accordance with the overtime rates set out below:

Eight (8) hours	one and one-half times (1 1/2 X)
twelve (12) hours	double time (2 X)
Twenty-Four (24) hours	triple time (3 X)

All overtime rates shall continue to accumulate until the employee involved has been released from duty for a period of not less than eight (8) consecutive hours.

(d) Overtime -- Work in Excess of Forty (40) Hours. All time worked, in excess of forty (40) straight-time hours in a work week shall be compensated for at one and one-half times (1 1/2 X) the regular rate of pay.

(e) Seventh (7th) Day. All work performed by all employees covered by this Agreement performed on an employee's seventh (7th) consecutive day of work in a seven (7) day period shall be compensated for at one and ~~one-half times (1 1/2 X)~~two times (2X) the employee's regular 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, 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 less frequently than every five (5) hours and not more frequently than every three (3) hours after completion of the first meal period of the day, excluding performances. 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) hours pay at the regular straight time rate of pay in lieu thereof.

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-they~~ shall be paid an additional hour's compensation for each hour worked in addition to the prevailing rate of pay until such time as an appropriate meal break is taken. The maximum rate under any circumstances, inclusive of all penalties, shall not exceed three times (3 X) the straight time rate of pay.

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 or stop a meal penalty.

9.04. No meal penalty shall be required if:

(a) A bargaining unit employee works six (6) straight time hours without a meal break and is released from duty.

(b) A bargaining unit employee works six (6) straight time hours upon returning from a meal break and is released from duty.

However, if the employee works past the sixth (6<sup>th</sup>) hour, the meal penalty shall be an additional hour's compensation for each hour worked in addition to the prevailing rate retroactive to the fifth (5<sup>th</sup>) hour of the call.

## ARTICLE 10 Rest Periods

10.01. Each employee shall be entitled to a rest period of eight (8) consecutive hours after ~~he is~~they are relieved from duty on a job. In the event an employee is relieved from duty on a job and then recalled to the same job prior to receiving the full eight (8) hour rest period, such employee shall earn premium pay as follows:

For each hour worked: an additional straight time hour's compensation added to the prevailing rate of pay in effect prior to being relieved from duty. The employee shall continue to receive this premium pay until the employee receives a rest period of eight (8) consecutive hours.

Exception to short turn-around. In the event of a single night performance, the crew for the load-in may be recalled for the load-out with less than an eight (8) hour rest period between calls. However, the show crew may not receive a break greater than the hour allowed for a meal.

10.02. Employees shall be granted a paid ten (10) minute break for each four (4) hours ~~worked,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 - Holidays

11.01. All employees shall receive ~~two-three~~ percent (23%) of their gross earnings as Vacation Pay. Vacation pay shall be paid in full at the end of each payroll period. Vacation pay shall be considered as wages for the purpose of computing Employer contribution and work referral fees check-off.

11.02. 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	Thanksgiving Day
Memorial Day	<u>Christmas Eve (after 5pm)</u>
Independence Day	Christmas Day
Easter Sunday	<u>New Year's Eve (after 5pm)</u>
Labor Day	

## ARTICLE 12

### Annuity

12.01. The Employer agrees to contribute to the IATSE Annuity Fund, effective ~~July 1~~June 1, 2018~~2023~~, three percent (3%) of the gross earnings derived from covered employment of each employee covered hereby ~~(See Exhibit I)~~. 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 annual wage increase to the Annuity Fund.

12.02. All contributions to the IATSE 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.

12.03. 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 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.

12.04. 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.

12.05. 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.

~~12.0206.~~ 12.06. 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.

ARTICLE 13  
Health and Welfare

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. 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.

13.05. 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.

13.06. All contributions to the IATSE National Health and Welfare 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.

13.07. The Employer agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for the IATSE National Health and Welfare Fund, 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.

13.08. 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.

~~Commencing the date of execution of this Agreement the Employer agrees to contribute to the IATSE National Health and Welfare Fund, the following rates per each hour worked (See Exhibit II) for employees covered by this Agreement. These payments shall be made as dictated by the Fund as stated in the Trust Acceptance Agreement attached hereunder. However, nothing in this Section 13.01 shall be interpreted as prohibiting the Employer and the Union from mutually agreeing to change the provider of Health and Welfare Insurance during the term of this Agreement.~~

~~13.02. The Employer agrees to contribute to the IATSE National Health and Welfare Fund the amount set forth in Exhibit II.~~

13.0309. Substance Abuse Policy: The parties agree to adopt the Substance Abuse Policy attached hereto as Exhibit ~~IV~~II, 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 5.01.

#### 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.

14.02. On a monthly basis, including the payment due for ~~July 2018~~June 2023, 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:

	<del>06/01/23</del>	01/01/24	01/01/25	01/01/26
Pension:	8.0%	9.0%	10.0%	11.0%
Disability:	0%	.6%	.6%	.6%
Training:	1.0%	1.0%	1.0%	1.0%
<hr/>				
<del>Pension:</del>	<del>8.0% of gross wages</del>			
<del>Disability:</del>	<del>0% of gross wages*</del>			
<del>Training</del>	<del>1.0% of gross wages</del>			
	<del>9.0%</del>			

The Employer shall not be required to pay more than the above contributions as listed in this Agreement as required by state and federal law.

## 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.

15.02. Grievance and Arbitration Procedure.

(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 seven (7) workdays following occurrence of the event giving rise thereto, or within seven (7) workdays of the time the employee or the Union could have reasonably acquired knowledge of provision or provisions of this Agreement alleged to be involved. The Employer will notify the Union of the identity of ~~his~~their designated representative.

(b) Step 1. Within seven (7) workdays following 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 in the first step, either party may request in writing that the dispute be referred to mediation with the Federal Mediation and Conciliation Service. This request must be made within ten (10) calendar days of the conclusion of Step 1. If either party does not wish to present the matter to mediation, the dispute can proceed to Step 3.

(d) Step 3. 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 conclusion of mediation or written notice of either party's decision not to proceed with mediation as set forth above.

15.03. All arbitration's shall be held before a single arbitrator. The written demand for arbitration shall set forth the grievance to be arbitrated, the section 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 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. The arbitration shall be held in Clark County, Nevada.

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

(b) 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 15, 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.

(c) 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. No Strikes. 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. Accordingly, neither the Union nor any employee in the bargaining unit covered by this Agreement will instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, nor any other intentional interruption of work. 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. Notwithstanding the provisions of Section 16.01, the refusal by an employee covered by this Agreement to cross a picket line established at the Employer's Clark County, Nevada, establishment by another labor organization which is the recognized or certified bargaining agent of other personnel employed by the Employer, and which picket line is established because of a dispute between the signatory Union or such other labor organization and the Employer about the terms and conditions of employment of such other personnel and is sanctioned and approved by the International Alliance of Theatrical and Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States and Canada, shall not be deemed a violation of this Agreement.

16.03. No Lockouts. During the term of this Agreement, the Employer will not lock out any of the employees in the bargaining unit 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, lay off, 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 term “Employer” under this Agreement is limited to the Employer whose name is listed in the caption of this Agreement. Any other Employers that may have signed identical or similar agreements or who have agreements with IATSE Local 720 are not considered Employers within the meaning of this Agreement.

17.03. The Employer shall have the right to adopt reasonable dress and grooming requirements for its employees, including, but not limited to, body-piercing paraphernalia that may create a safety hazard. 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.

## ARTICLE 18

### ~~Cash Wage Bond~~, Worker’s Compensation, Payment of Wages, Insurance, Business License and Facility Requirements

18.01. ~~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.

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

18.03. 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 19  
Safety

19.01. 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.

19.02. 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.

ARTICLE 20  
Tools - Transportation

20.01. Tools. Employees shall be required to furnish all tools that are required by the Joint Training and Education Committee 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.

20.02. 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.

20.03. 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.

The provisions of Sections 20.01, 20.02, and 20.03 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 21  
Union Representatives, Payroll Coordinators and Job Stewards

21.01. Union Representatives. The Employer agrees that the authorized representatives of the Union shall be granted access at reasonable times to those areas of a 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.

21.02. The Job Steward(s) functions shall be to administer the Contract in the absence of the Business Representative of the Union, and report to the Business Representative of the Union grievances or alleged infractions of this Agreement. The Job Steward(s) shall notify the Employer of any alleged violations of this Agreement. The Union agrees to provide the Employer with at least thirty (30) minutes prior notice when a Union representative intends to visit a job location to investigate an alleged violation of the Agreement. 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. The Union shall appoint all Job Stewards.

21.03. Production Job Steward. The Employer shall employ at least one Production Job Steward on any “Yellow Card” show/attraction when the total number of the crew on the job reaches twenty (20) or more. When the number of the crew on the job is below twenty (20) the Employer shall continue to employ the Production Job Steward in a working position.

## ARTICLE 22 Savings Clause

22.01. 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.

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

## ARTICLE 23 Good Faith-Labor Management Council

23.01. Nothing herein shall be construed as preventing the Employer and the Union from mutually agreeing to discuss and consider changes in good faith in this Agreement prior to the expiration of the Agreement.

23.02. The Union and the Employer agree that it is in the best interest of both parties and the employees covered by this Agreement to communicate concerning common concerns involving emerging technologies, training initiatives, new legislation and general jurisdiction issues on an on-

going basis, to maintain working conditions for the employees and services for the Employer and its guests and clients. To better accomplish, the parties agree that a Labor Management Productivity Council will be created, with members appointed by each party, to meet as needed, to discuss whatever topics the committee members decide, in an effort to mutually resolve issues before they become problems or issues of dispute between the parties. In addition, in regards to the conditions of the Agreement itself, both parties agree that within this council, 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 24  
Family and Medical Leave Act

24.01. The Union and the Employer agree to adopt a policy that complies with federal law.

ARTICLE 25  
Obligation to the International

25.01. As Local 720 is a member of the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada nothing in this Agreement shall ever be construed to interfere with any obligation the Union owes the International Alliance by reason of prior obligation, provided that the foregoing shall in no event be construed or applied so as to contravene any applicable federal or state law. Nothing in this Section 25.01 shall be interpreted to impose any additional economic obligations to the Employer.

ARTICLE 26  
Complete Agreement

26.01. 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.

ARTICLE 27  
Term of the Agreement

27.01. Except as otherwise provided for herein, this Agreement shall become effective on the 1st day of ~~July~~June, 2018-2023 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. The Employer agrees to live by the applicable wages, terms and conditions for additional projects in the future.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of this 1st day of ~~July, 2018~~June, 2023.

FOR THE EMPLOYER

FOR THE UNION

SHOWPAY (NEVADA) LLC

INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES  
AND 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  
Business Representative

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

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

Phil Jaynes  
President

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

David Weigant  
Secretary-Treasurer

LETTER OF UNDERSTANDING

WHEREAS, the Union supports The Smith Center’s mission “To build and establish a high-quality performing arts center that is embraced by the community and recognized as a vital force by supporting artistic excellence, education and inspiration for all”, and;

WHEREAS, the Union understands the magnitude of such an undertaking, and;

WHEREAS, the Union understands The Smith Center’s desire to know what its costs will be with respect to labor covered by this Agreement and that it wishes to mitigate any increases in those costs due to circumstances beyond its control, and;

WHEREAS, The Smith Center has entered into an exclusive arrangement with Showpay (Nevada) LLC to provide labor.

NOW THEREFORE, in an effort to support The Smith Center’s mission and the performing arts community in Las Vegas, it is agreed that:

The Employer has agreed to make contributions to the Pension Fund required by this Agreement, consistent with the terms of the Trust. If for any reason whatsoever the actual contributions required exceeds those set forth herein, the Employer and the Union shall meet, and make modifications to the wages and/or benefits payable hereunder, so that the total cost under this Agreement shall remain the same as if no adjustment had been made to said contribution.

In the event that such modifications are not agreed to in a timely manner, any adjustments will be made to the wage payable under the Agreement.

In the event of any inconsistency between this Letter of Understanding and the Agreement, this Letter of Understanding shall prevail.

For the Employer:

For the Union:

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

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

Its: Authorized Representative

Apple Thorne  
Its: Business Representative

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

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

Phil Jaynes  
Its: President

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

David Weigant  
Its: Secretary-Treasurer



LETTER OF UNDERSTANDING

Re: Article 8

The parties, Showpay (Nevada) at the Smith Center for the Performing Arts, (“Employer”) and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, Local 720, Las Vegas, Nevada, (“Union”) have come to the following understanding:

\_\_\_\_\_ The “Regular Rate of Pay” shall be defined as it pertains to the Overtime provisions as stated in Section 8.02 of the current collective bargaining agreement between the parties as:

\_\_\_\_\_ “Regular Rate of Pay” on an employee’s seventh (7<sup>th</sup>) consecutive day of work in a seven (7) day period shall be defined as one and one half (1 1/2X) the employee’s straight time rate. All overtime premiums defined in 8.02 (c) and (d) shall compound on that rate of pay not to exceed two times (2X) the straight time rate except where permitted in Article 8.02 (b)

For Example: When an employee, on their 7<sup>th</sup>-day, exceeds 40 straight time hours for the week, their 41<sup>st</sup> hour, and every hour after, shall be paid at 2X their straight time rate of pay; pursuant to articles 8.02 (b), (d), and (e).

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

For the Employer: \_\_\_\_\_ For the Union:

SHOWPAY (NEVADA), LLC \_\_\_\_\_ IATSE LOCAL 720

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

\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_ Ron Poveromo  
\_\_\_\_\_ Its: Secretary-Treasurer

\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_ Enrico Grippo  
\_\_\_\_\_ Its: Business Representative

## EXHIBIT I

### IATSE ANNUITY FUND

#### Trust Acceptance Agreement

The undersigned Employer and undersigned Union agree as follows regarding Annuity Fund benefits for employees covered by the Collective Bargaining Agreement (the "CBA") between them:

##### 1. Trust Agreement

~~\_\_\_\_\_ The Employer agrees to be bound by all the terms and provisions of the Agreement and Declaration of Trust (the "*Trust Agreement*") establishing the IATSE Annuity Fund (the *Annuity Fund*") dated February 1, 1995, as amended and the Annuity Fund's Statement of Policy and Procedures for Collection Contributions Payable by Employers (the "Collection Guidelines") and to be represented in the administration of the Annuity Fund by the Employer Trustees therein named or by their successors.~~

##### 2. Computation of Contributions

~~\_\_\_\_\_ Commencing with the effective date for contributions under the current CBA between the Union and the Employer, and continuing through any renewals, extensions or amendments thereof, the Employer agrees to contribute the sum specified in Paragraph 9 of the Trust Acceptance Agreement to the Annuity Fund for each and every employee whose position is covered by the CBA. If the CBA calls for contributions by the hour, day or shift, then it must be for each hour, day or shift or portion thereof for which such employee received pay from the Employer (including days of paid vacations, paid holidays and any other days for which an employee receives pay), except to the extent provided in the CBA and detailed in this Agreement.~~

##### 3. Payment of Contributions

~~\_\_\_\_\_ Payment of contributions as required above shall be made by check payable to the "IATSE Annuity Fund" and must be received in the Annuity Fund Office not later than: *For Weekly Contributors, the end of the week following the week of employment; OR For Monthly Contributors, the 10<sup>th</sup> day of each month following the month of employment.* Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the Annuity Fund.~~

##### 4. Records

~~\_\_\_\_\_ The Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its payroll records covering such employment.~~

##### 5. IRS Compliance

~~\_\_\_\_\_ The Annuity Plan adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable the Employer to treat contributions to the Annuity Fund as a deduction for income tax purposes.~~

6. ~~Term of the CBA~~

~~A copy of the current CBA will be provided by the Employer upon request by the Fund Office. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA or extension that supercedes the contribution rate set forth in Paragraph 9 hereof, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the Annuity Fund Office. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the contribution rate set forth in Paragraph 9 of this Trust Acceptance Agreement, this Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the Annuity Fund.~~

7. ~~Term of Contract:~~

~~From July 1, 2018 to December 31, 2022.~~

8. ~~Type of Contract: Term Agreement (Stagehands Performing Arts Center)~~

9. ~~Contribution Rates:~~

~~From July 1, 2018 to December 31, 2022.~~

~~Three percent (3%) of gross earnings~~

FOR THE UNION:

~~IATSE Local 720 Las Vegas, Nevada  
(Name and Number of Local) (City and State)~~

By: ~~President Jerry Helmuth  
(Signature of Authorized Officer) (Title) (Print Name)~~

By: ~~Secretary-Treasurer Ron Poveromo  
(Signature of Authorized Officer) (Title) (Print Name)~~

~~Business Representative Enrico Grippo  
(Signature of Authorized Officer) (Title) (Print Name)~~

FOR THE EMPLOYER:

~~Showpay (Nevada), LLC~~  
~~(Insert Name of Employer) (Employer Federal Tax ID No.)~~

~~6050 S. Valley View Blvd. Las Vegas, NV 89118~~  
~~(Address) (City, State, Zip)~~

~~702-942-4667 702-942-4896~~  
~~(Area Code/Phone No.) (Area Code/Fax)~~

By: \_\_\_\_\_  
~~(Signature of Authorized Officer) (Title) (Print Name)~~

~~Date: July 1, 2018.~~

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

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

~~\_\_\_\_\_ 7/1/18 thru 12/31/22: \$5.50 per hour for each hour worked. (Minimum 4 hours capped at 10 hours)~~

~~IATSE HEALTH AND WELFARE FUND  
Trust Acceptance Agreement~~

~~The undersigned Employer and undersigned Union agree as follows regarding Welfare Fund benefits for employees covered by the Collective Bargaining Agreement (the "CBA") between them:~~

~~1. Trust Agreement~~

~~— The Employer agrees to be bound by all of the terms and provisions of the Agreement and Declaration of Trust (the "*Trust Agreement*") establishing the IATSE National Health and Welfare Fund (the "*Welfare Fund*") dated May 1, 1997, as amended and the Welfare Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Collection Guidelines*") and to be represented in the administration of the Welfare Fund by the Employer Trustees therein named or by their successors.~~

~~2. Computation of Contributions~~

~~— Commencing with the effective date for contributions under the current CBA between the Union and the Employer, and continuing through any renewals, extensions or amendments thereof, the Employer agrees to contribute the sum specified in Exhibit II to the Health and Welfare Fund for each and every employee whose position is covered by the CBA. If the CBA calls for contributions by the hour, day or shift, then it must be for each hour, day or shift or portion thereof for which such employee received pay from the Employer (including days of paid vacations, paid holidays and any other days for which an employee receives pay), except to the extent provided in the CBA but not more than seven (7) days in any calendar week for any one employee..~~

~~3. Payment of Contributions~~

~~— Payment of contributions as required above shall be made by check payable to the "IATSE National Health and Welfare Fund" not later than: *For Weekly Contributors, the end of the week following the week of employment; OR For Monthly Contributors, the 10<sup>th</sup> day of the month following the month of employment.* Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the Welfare Fund.~~

~~4. Records~~

~~— The Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its payroll records covering such employment in accordance with the Trust Agreement and the Welfare Fund's Collection Guidelines.~~

~~5. IRS Compliance~~

~~— The Welfare Plan adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable the Employer to treat contributions to the Welfare Fund as a deduction for income tax purposes.~~

6. ~~Term of the CBA~~

~~A copy of the CBA will be provided by the Employer upon request by the Fund Office. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA or extension that superceded the contribution rate set forth in Exhibit II hereof, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the Welfare Fund Office. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the contribution rate set forth in Exhibit II of the Trust Acceptance Agreement, the Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the Welfare Fund.~~

7. ~~Term of Contract:~~

~~From: July 1, 2018 to December 31, 2022.~~

8. ~~Type of Contract: Term Agreement (Stagehands Performing Arts Center).~~

9. ~~Contribution Rates: See Exhibit II~~

FOR THE UNION:

~~IATSE Local 720 Las Vegas, Nevada  
(Name and Number of Local) (City and State)~~

~~By: \_\_\_\_\_ President \_\_\_\_\_ Jerry Helmuth  
(Signature of Authorized Officer) (Title) (Print Name)~~

~~By: \_\_\_\_\_ Secretary-Treasurer \_\_\_\_\_ Ron Poveromo  
(Signature of Authorized Officer) (Title) (Print Name)~~

~~\_\_\_\_\_ Business Representative \_\_\_\_\_ Enrico Grippe  
(Signature of Authorized Officer) (Title) (Print Name)~~

FOR THE EMPLOYER:

~~Showpay (Nevada), LLC.~~  
~~(Insert Name of Employer) (Employer Federal Tax ID No.)~~

~~6050 S. Valley View Blvd. Las Vegas, NV 89118~~  
~~(Address) (City, State, Zip)~~

~~702-942-4667 702-942-4896~~  
~~(Area Code/Phone No.) (Area Code/Fax)~~

By: \_\_\_\_\_  
~~(Signature of Authorized Officer) (Title) (Print Name)~~

Date: ~~July 1, 2018.~~



EXHIBIT III

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~~II

### 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, non-prescribed 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.