

COLLECTIVE BARGAINING AGREEMENT

This Agreement is made by and between **Freeman Audio Visual**, the Employer, and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, the Union, for itself and on behalf of its affiliated Locals and the members of the bargaining units described in Article One of this Agreement, who may now or hereafter be employed by the Employer. Now, therefore, the parties hereto, intending to be legally bound, hereby agree as follows.

Article 1 – Recognition

- 1.01 The Employer acknowledges and agrees that for each applicable locale in which the Employer and the Union enter into this Agreement, the Union has demonstrated to the Employer's satisfaction that it represents a majority of the Employer's employees in an appropriate bargaining unit at each such locale. The Employer hereby recognizes the IATSE, and its affiliated Locals, as the collective bargaining representative under Section 9(a) of the National Labor Relations Act, of the Employer's employees for each such locale in the bargaining unit listed in Article One of this Agreement.
- 1.011 It is the intention and understanding of the parties that Freeman Audio Visual, as currently operated, is a separate and distinct company from Freeman Decorating Services (aka Freeman Expo or Freeman Deco) and the other subsidiaries of Freeman. Based on this, it is the understanding of the parties that Freeman Audio Visual is not a single or joint employer with Freeman Decorating Services or any other subsidiary of Freeman.
- 1.02 This Agreement shall apply to and cover stagehands and audio visual employees employed by the Employer throughout the United States. Where there is a pre-existing collective bargaining agreement with an affiliated local union of the Union, the Employer and the Union shall decide on a case by case basis whether the pre-existing agreement should be incorporated into Addendum A of this Agreement.
- 1.03 The Employer and the Union desire to apply the terms and conditions of this Agreement to each and every locale of the Employer's business where it is feasible to do so within the recognized control and authority of the Employer. The parties recognize, however, that in light of the nature of the Employer's business, in certain locales it may not be possible to apply this Agreement due to circumstances beyond the Employer's control, including without limitation pre-existing contractual arrangements for that locale, or for work to be performed under this Agreement at that locale, and/or the need to obtain the approval authority of other entities to enter into contractual arrangements, such as municipalities with which the Employer does business. Should there be an agreement in place with a labor contractor, Payroll Company, or like entity, then the Employer shall terminate such agreement at the first available opportunity provided that such termination does not subject the Employer to a financial penalty under such agreement. In such cases, the Employer shall notify the Union in writing that it is not feasible to apply this Agreement to a particular, identified locale and the reason therefore.
- 1.04 By adopting this Agreement in each applicable locale, the Employer recognizes the Union as the exclusive bargaining agent for all employees engaged with the loading, unloading, installation, operation and dismantling of equipment for all events, including but not limited to: all audio visual equipment; electrical equipment; spotlights; sound equipment; video tape equipment; projection equipment, screens, and screen masking; computer installation and operation; laser

and pyrotechnic equipment; digital signage; stage carpentry; rigging; stages, platforms, and all risers; production-related scaffolding; wardrobe; hair and make-up; and production-related loading and unloading for all entertainment, theatrical and non-theatrical events, trade and industrial shows, conventions, television broadcast and videotaped, meetings, sports competitions and exhibitions, including the load-in, performance, rehearsals and load-out of all events.

- 1.041 The Employer and the Union acknowledge that due to rapid changes in the technology of the entertainment industry, the equipment mentioned in this section is by way of illustration and not intended to limit the employees represented by the Union to the equipment that currently is the state-of-the-art for the industry.

Article 2 - Management Rights

- 2.01 Subject to the provisions of this Agreement and applicable state and federal law, the Employer retains the sole right to manage its business and direct the working force including, but without being limited to, the right to establish new tasks, abolish or change existing tasks, increase or decrease the numbers of tasks, change materials, processes, products, equipment and operations. The Employer shall have the right to schedule and assign work to be performed; establish, maintain and enforce reasonable rules and regulations; establish attendance policies and have the right to hire or rehire employees; promote employees; to demote and suspend, discipline or discharge for just cause; to determine suitability and competence; and to transfer or lay off employees because of lack of work. The Employer retains all other rights, unless they are limited by the language of a provision of this Agreement.

Article 3 - Union Security

- 3.01 All such employees currently members of the Union shall be required, as a condition of continued employment, to remain members of the Union during the term of this Agreement unless an employee accepts a position which is excluded by this Agreement. All employees, as a condition of their continued employment, will become and remain members of the Union on and after the thirtieth (30th) working day of their employment. An employee who fails to become or remain a member of the Union as herein provided shall be dismissed by the Employer immediately upon written demand by the Union. Nothing contained in this Agreement will require the Employer to discharge or in any way discriminate against any employee who has been denied membership in the Union or had his membership in the Union terminated for any reason other than the failure of such employee to tender the initiation fee and periodic dues uniformly required as a condition of acquiring or retaining membership. The foregoing shall be subject to and limited by applicable State law and to the extent that any applicable State law does not permit the form of union security herein provided, then and in that event, this Agreement shall be deemed to provide for the maximum form of union security permitted by said State law.

Article 4 – Job Referral

- 4.01 The Employer agrees that bargaining unit work shall only be performed by qualified workers assigned by the appropriate Local Union through its job referral procedure. The Union agrees to furnish workers possessing the necessary skills, tools and capabilities for all calls placed by the Employer. The Employer agrees to notify the Union office of its labor needs at least one week in advance of call times, whenever possible, and the Union agrees to notify the Employer at least forty-eight hours in advance of call times if it will be unable to fill the call.

- 4.011 If a confirmed employee's call is cancelled within twenty-four hours of call time, the employee shall be paid for the scheduled work hours at the prevailing rate of pay for the appropriate classification; provided, that the Union has given written notice to the Employer of everyone confirmed on the call at least twenty-four hours prior to call time. The Employer shall not have to pay for the scheduled work hours when the call is canceled due to fire, flood, hurricanes, or other acts of nature or if the client cancels the event.
- 4.012 The Employer shall have the ability to utilize freelance leads and its own full-time employees, consistent with past practice. This section will be evaluated for each local union as the Agreement is implemented in each locale. It is the intent of the Employer to become more dependent on local union labor as each local union strengthens the depth and quality of its workforce.
- 4.013 The Employer has the right to call by name (CBN) any employee to work in the Tech 1, Tech 2 and Tech 3 job classifications. The Union will make every reasonable effort to place the CBN employees. The Employer may contact CBN employees directly, provided the Union is notified, in writing, of who has accepted work calls when the work call is placed with the local union. Each local union will provide the Employer with a list of employees with the various job classification skills and certifications.
- 4.014 ETCP riggers and electricians, SPRAT/IRATA certified riggers, and InfoComm Certified Technology Specialists will be given preference of employment, regardless of local union hiring hall provisions, when calls are being filled in the respective classifications. These employees will be the last employees cut from calls in the hall or venue they are working in, after taking continuity of the work in progress into consideration.
- 4.02 With respect to technical positions that the Employer has an occasional need to fill, the Employer shall have the ability to utilize employees from any source in these positions provided the Union is unable to refer experienced and qualified individuals to perform those duties. Occasionally, the Employer may have a client who specifically requests individuals in key positions for their event. In these cases, the Employer shall be allowed to fill the positions from any source. The Employer shall not utilize this Section to circumvent facility agreements or Customer Service agreements that may exist in various cities, and the Union shall not unreasonably object to the utilization of these employees.

Article 5 - Job Steward

- 5.01 The Union shall appoint all Job Stewards. Each call shall have a Job Steward; provided, that if the call is for sixty (60) or more persons, the Union shall be entitled to appoint two referrals as Job Stewards.
- 5.02 At the Employer's discretion, the Job Steward shall be a working member of the crew if less than fifteen (15) persons are working. Upon reaching a fifteen (15) person call, the Job Steward shall become an administrative Steward. The working hours of the Job Steward shall be the same as his/her crew.
- 5.03 The Job Steward shall be responsible to bring to the immediate attention of the Employer's designated representative any complaint or grievance which might arise on the job. If the complaint or grievance cannot be resolved, the Steward shall be responsible for contacting the

appropriate representative of the Union for further handling of the complaint or grievance pursuant to the grievance and arbitration procedures contained in this Agreement.

5.04 Job Stewards will assist in the routine assignment of work crews for each job and shall serve as time keepers.

5.05 At the discretion of the Employer, the Steward shall receive one-half hour of pay at the prevailing hourly rate before and/or after the shift in order to perform necessary paperwork. If the Steward is required to report to the Employer prior to the job call reporting time, the Employer shall notify the Union of this request on the original labor call. If the one-half hour of pay is not granted, the Employer shall provide the Job Steward the necessary time to complete paperwork within the framework of the call.

5.06 The Steward may be discharged for just cause. The Employer will not discriminate against a Steward for fulfilling his or her duty of Union representation. If the Union considers the discharge as being without just cause, such action by the Employer shall be subject to the grievance and arbitration procedure.

Article 6 - No Strike/No Lockout

6.01 There shall be no strikes or work stoppages during the term of this Agreement. Should an alleged violation of this Article occur, the Union agrees that, upon the Employer's request, it will immediately repudiate such violation orally or in writing and will urge those alleged participants in the improper activity to immediately cease such activity, and will attempt to bring an immediate end to such violation. Employees violating this section shall be subject to discipline or discharge and may be temporarily replaced by the Employer with employees from any labor source.

6.02 The Employer agrees that it will not cause or direct any lockout of the employees covered by this Agreement during the term of this Agreement.

6.03 The Employer shall not require any employee to cross a primary picket line of any labor organization either at a job site or at any establishment that the employee may be sent to in the course of their employment. Refusal to cross a primary picket line shall not be cause for discipline, discharge or permanent replacement and the Union shall not be liable in any manner because of such refusal.

Article 7 - Dispute Resolution

7.01 A grievance is defined to be an alleged violation by the Employer of the terms of this Agreement. All grievances shall be processed promptly in accordance with the following procedure:

Step 1: Any person having a grievance may discuss the grievance with the Employer's Manager within five (5) working days of gaining knowledge of the incident in question. Step 1 will be terminated within five (5) days of the first grievance discussion or with the supervisor's answer whichever occurs first. It is understood that this process will be conducted under the following conditions: 1.) The dispute or disagreement shall immediately be removed from the show floor or immediate work area; 2.) The issue shall be discussed in a less visible location in an attempt to resolve the issue; 3.) Verbal and/or physical confrontations will not be tolerated and could result in appropriate discipline. Settlement of a grievance at this level does not set precedent or policy.

Step 2: If the grievance is not settled between the grievant and the Manager, it shall be submitted in writing and discussed in a conference between the Employer and a representative of the Local Union within fifteen (15) days of the conclusion of Step 1. The Employer shall issue a written response to the grievance within ten (10) days of the conference.

Step 3: If the grievance is not settled in Step 2 the grievance may be advanced to a hearing between a designated International Representative of the IATSE and the General Manager or other designee of the Employer. The grievance must be appealed to this level within ten (10) calendar days of receipt of the written reply at Step Two. If resolved at this level, the settlement shall be final and binding upon the parties. If unresolved at this level either party may, within twenty-one (21) calendar days, submit the grievance to arbitration.

7.011 The cost of the arbitration shall be borne equally between the Local Union and the Employer. The arbitrator shall not have the right to add to, subtract from or modify any of the terms of this Agreement. All arbitration hearings shall be conducted and subjected to the Rules of the American Arbitration Association.

7.012 The party requesting arbitration shall request from the American Arbitration Association a list of seven (7) names of persons qualified to act as arbitrator. The arbitrators must be members of the National Academy of Arbitrators. The parties shall then alternately strike names and the last name remaining shall have been selected as arbitrator.

7.013 Any of the above-mentioned time limits may be extended by mutual consent in writing.

Article 8 - Job Classifications

8.01 Job classifications are defined below.

8.02 Tech 1: High Rigger, Technical Director, Video Engineer (V1), Audio Engineer (A1), Lighting Engineer (L1), IT Engineer (IT1), Projectionist (P1), Licensed Pyro Technician, Licensed Laser Technician.

8.03 Tech 2: Assistant Video Engineer (V2), Assistant Audio Engineer (A2), Assistant Lighting Engineer (L2), Assistant IT Engineer (IT2), Assistant Projectionist (P2), Camera Operator, Department Head/Lead, Video Wall Technician, Teleprompter Op, Bucket Rigger, ETCP Ground Rigger, Job Steward, Hairdresser, Make-Up Artist.

8.04 Tech 3: Audio Visual Technician, Audio Assist, Lighting Assist, Video Assist, Ground Rigger, Spot Operator, Truck loader, Forklift Operator.

8.05 Tech 4: Stage Technician, Wardrobe Attendant.

8.06 Loaders shall be used exclusively to load and unload trucks and push gear to and from storage areas. The number of loaders required shall be determined by the Employer. For trucks over thirty (30) feet, there shall be a minimum four-man loader crew. In the case of trucks that are thirty (30) feet or less, stage technicians on the call may be designated as loaders and will be paid one hour of pay at the straight time rate, in addition to the prevailing wage rate, for each truck. If the Employer uses the one hour of pay option for trucks that are thirty (30) feet or less,

the one hour of additional pay shall not be considered an additional hour worked for purposes of calculating daily or weekly overtime.

8.07 Projectionists are part of the Video Department and are not considered to be a separate department.

Article 9 – Wages and Working Conditions

9.01 The Employer and the Union agree that the wages paid under the terms of this Agreement will be based on each local union's area standard wage rate for each job classification. Wage rates will be specified in Addendum A for each local union. An employee may enter into an agreement with the Employer for wage rates in excess of those set forth in Addendum A.

9.02 ETCP certified riggers and electricians and SPRAT/IRATA certified riggers will have three dollars (\$3.00) per hour added to their base hourly straight time rate. Effective January 1, 2019, ETCP certified riggers and electricians and SPRAT/IRATA certified riggers will have five dollars (\$5.00) per hour added to their base hourly straight time rate. Effective January 1, 2020, ETCP certified riggers and electricians and SPRAT/IRATA certified riggers will have seven dollars (\$7.00) per hour added to their base hourly straight time rate. ETCP and SPRAT/IRATA certified employees will only receive the increase in pay on work calls when performing the job duties of the certification. ETCP and SPRAT/IRATA certified employees must carry proof of certification at all times when on the job. The Union will provide at least one certified rigger for each hall or venue with a rigging crew.

9.021 Bucket riggers must carry up-to-date Hi-lift certifications every work day. Forklift Operators must carry up-to-date forklift certifications every work day. Employees who cannot show their certifications will be removed from the lift and paid at a lower rate of pay or be released from duty without being paid for a minimum call.

9.03 Overtime pay shall be defined as one and one-half times an employee's regular straight time rate. Overtime pay shall be paid for:

- (a) All hours in excess of eight hours between the hours of 6:00 a.m. and 12:00 midnight;
- (b) All hours on Saturday and Sunday;
- (c) All hours in excess of forty hours in a work week.

9.04 Premium pay shall be defined as two times an employee's regular straight time rate. Premium pay shall be paid for:

- (a) All hours between 12:00 midnight and 6:00 a.m.;
- (b) All hours in excess of eight (8) hours on Saturday and Sunday;
- (c) All hours in excess of twelve hours in a work day;
- (d) All work done on the following legal holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day (after 5:00 PM), Christmas Day, and New Year's Eve Day (after 5:00 PM).

9.05 There shall be no pyramiding of overtime or premium rates for purposes of overtime calculations. The Employer shall not replace an employee on the job in order to avoid the payment of overtime or premium rates. Shift work may be permitted when mutually agreed between the Employer and the Union in advance of the call.

- 9.06 If an employee is asked to work in a higher job classification, he shall remain at the higher pay rate for all hours worked until he receives an eight (8) hour rest period. The rest period only applies when an employee is being called back on the same event.
- 9.07 Employees shall be paid for one-half (1/2) hour at the prevailing hourly rate for any fraction of one-half hour worked.
- 9.08 The minimum call shall be six (6) hours at the prevailing hourly rate for all Tech 1 and Tech 2 employees. The minimum call shall be four (4) hours at the prevailing hourly rate for all Tech 3 and Tech 4 employees and for all rigging employees.
- 9.09 All employees shall have a meal break of one (1) hour duration after five (5) hours of work or one and one-half times the straight time rate will be paid in addition to the prevailing rate until a meal break is given. If the Employer provides a hot meal, the meal break may be reduced to one-half (1/2) hour, without penalty, and all such meal time shall be considered as time worked. Crews may be split for meal breaks without penalty. Employees shall be guaranteed a minimum of two (2) hours pay when returning from a one hour meal break. Employees required to remain at their station during the running of a show shall remain on the clock while being rotated from, or fed at, their station.
- 9.091 A meal penalty shall not be required if an employee works six (6) hours without a meal break and is released from duty. If an employee works into the seventh hour the meal penalty shall be retroactive to the beginning of the sixth hour and continue until a meal break is given.
- 9.10 Employees shall have a fifteen minute rest break between the second and third hour of work between meal breaks.
- 9.11 It is the intent of the parties hereto to allow a worker a minimum of eight (8) hours rest between the time a worker ends his work with the Employer and the time he begins work on a repeat call for the same job, placed by the Employer. If an employee returns to work before he has eight (8) hours off (excluding call-backs for the same job, the same day between 6 a.m. and midnight) he shall be paid two times (2X) the straight time hourly rate until he has received a period of eight (8) hours off. The Employer must be informed of such penalty prior to recall and may reschedule the report time for the call in order to avoid invading the rest period.

Article 10 - Benefits

- 10.01 As specified in Addendum A, the Employer agrees to contribute a percentage of gross wages earned by all employees to the IATSE National Health and Welfare Fund, the IATSE National Pension Fund, the IATSE Annuity Fund, and the IATSE Vacation Fund for the local unions that participate in these funds.
- 10.02 All contributions to the IATSE National Health and Welfare Fund, the IATSE National Pension Fund, the IATSE National Annuity Fund, and the IATSE Vacation 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. In conjunction with each payment the Employer shall submit a remittance report in a format required by the National Benefit Funds. 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.

- 10.03 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 designated in Addendum A: (1) the IATSE National Health & Welfare Fund, (2) the IATSE National Pension Fund, and (3) the IATSE National Annuity Fund, and (4) the IATSE Vacation 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.
- 10.04 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.
- 10.05 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.

Article 11 – Training

- 11.01 In addition to contributions to local union training trust funds in Addendum A, the Employer agrees to contribute one percent (1%) of gross wages earned by all employees to the IATSE Entertainment and Exhibition Industries Training Trust Fund.
- 11.02 All contributions to the IATSE Entertainment and Exhibition Industries Training Trust Fund shall be made by check payable to the "IATSE Training Trust Fund", 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 Training Trust Fund, 10045 Riverside Drive, Toluca Lake, CA 91602.
- 11.03 The Employer agrees to be bound by all of the terms and conditions of the IATSE Entertainment and Exhibition Industries Training Trust Fund Agreement, established June 22, 2011, ("Trust Agreement") and to abide by and be bound by any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as set forth in this Agreement.
- 11.04 The Trustees of the IATSE Training Trust Fund 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.

Article 12 - Drug Policy

- 12.01 The use, possession, transportation, distribution, transfer, production, sale or trafficking of intoxicating beverages, legal, or illegal drugs or paraphernalia by any employee while on duty, while on Employer premises or in an Employer vehicle, or while on any show site at any time, is prohibited.

- 12.011 The only exception to this Policy shall be for over-the-counter medications or properly reported prescription drugs prescribed by a licensed physician as medication for use by the person possessing such substance. Any prescription medication brought onto Employer or customer property or taken aboard Employer vehicles must be retained in its original container labeled with the names of the employee and the prescribing physician. No employee may take another person's prescribed medication. This Policy treats the abuse of prescription medication as unlawful drug use.
- 12.012 Employees are prohibited from reporting to work with prohibited amounts of alcohol or any prohibited substance in their system.
- 12.02 For alcohol tests: Anyone who tests positive at the minimum U.S. Department of Transportation level or above is considered to have a prohibited amount of alcohol in his/her system and will be subject to discipline under this Policy.
- 12.021 For drug tests: Two tests will be performed. First, an initial test (screen) will be performed. If this first test is positive (positive meaning the drug is in the employee's system at or above the established cut-off value), then a second test will be performed (confirmation). The confirmatory test shall be different in technique and chemical principle from that of the initial test procedure. At this time, gas chromatography/mass spectrometry (GC/MS) is the best procedure, and will therefore be used. The Employer may use alternative tests as long as they are at least as accurate as GC/MS testing.
- 12.022 Tests may be done of breath, urine, blood, hair or by any other accepted technology at the time testing is administered.
- 12.023 All tests will be paid for by the Employer.
- 12.03 Employees are subject to testing for substances prohibited by the Federal Motor Carrier Safety Regulations, as they may change from time to time.
- 12.031 Testing will be done by labs certified by the Department of Health and Human Services or any other labs agreed upon by the parties.
- 12.032 Cut-off levels are those established by Substance Abuse and Mental Health Services Administration (SAMSHA) or its successor and as may be changed by that agency from time to time.
- 12.04 If an employee wants to seek help for drug or alcohol problems prior to being caught in violation of this Policy or being asked to undergo a test, he or she may seek information from the Employee Assistance Program associated with the Union's Health and Welfare benefit program..
- 12.05 Any employee involved in a reportable accident or any employee who sustains a reportable injury while on the job will be subject to testing. This includes but is not limited to all vehicle accidents, all injuries that require treatment beyond simple first aid, and any other damage to property with an estimated value of \$1,000.00 or more.

12.051 Any employee suspected of violating this Policy will be subject to testing. Suspicion will be reasonably based on direct observation by an Employer representative such that it can be described objectively with specific facts. Before requiring a test, the Employer representative will obtain the assistance of a Union representative to confirm that reasonable suspicion exists under the circumstances. If no Union representative is immediately available, the Employer representative will have the observations confirmed by a second Employer representative before requiring the test. The Union recognizes that time is of the essence and will not delay in assisting with this process.

12.06 Employees may also violate this Policy by:

- (a) Tampering with or adulterating a test sample;
- (b) Refusing to execute any paperwork or consent forms required by the lab as part of any examination or test; or
- (c) Refusing to cooperate with any lawful test, search or investigation.

12.07 Violation of this Policy will result in discipline as follows:

1st Policy Violation: Suspension without pay for thirty (30) calendar days. Suspended employee must consult with the Employer's confidential Employee Assistance Program, complete an approved rehabilitation program, pass a substance abuse test and sign a Conditional Reinstatement Agreement in order to return to work.

2nd Policy Violation: Immediate termination of employment with the employee being eligible for rehire in one (1) year.

3rd Policy Violation: Immediate termination of employment with the employee not ever eligible for rehire.

12.071 Employees have the right to refuse to cooperate in the requested tests; however, refusal to cooperate in a test will result in the same level of discipline as if the employee had tested positive as confirmed by the lab.

12.072 Employees who refuse to submit to a test or test positive for prohibited amounts of alcohol or any unlawful drugs may be disqualified for unemployment compensation benefits in some jurisdictions.

12.073 Employees who refuse to submit to a test or test positive for prohibited amounts of alcohol or unlawful drugs following a workplace injury may be disqualified for workers' compensation benefits in some jurisdictions.

12.08 After a test sample is reported to be confirmed positive, employees shall have the right, at their own expense, to have a portion of their test sample retested at a lab of their choice, provided they request access to their sample within five (5) calendar days and do not interfere with the chain of custody of the sample.

12.09 The Employer may require employees to attend educational classes on this Policy and the prevention of substance abuse so long as the Employer compensates the employee for the time spent in such classes.

12.10 Employees who drive vehicles of a gross weight over 26,000 pounds may be subject to additional requirements under Federal Motor Carrier Safety Regulations.

12.11 This Policy will be administered in compliance with applicable Federal, state and local laws. The Union agrees that the Employer may make changes to this Policy or related procedures to comply with such laws where applicable and as they may change from time to time.

Article 13 - Miscellaneous

13.01 Pay period is Monday through Sunday, paid on the Friday following the delivery of each weekly payroll from the Union, unless Federal, State or Local laws have more stringent requirements. The Union shall be required to provide the payroll to the Employer on a daily basis by 10:00 AM the following day to avoid impacting the timeliness of employee pay. The Employer shall deliver payroll checks to the Union office by 12:00 noon on Friday. At the request of the Union, the Employer shall submit an accounting report with the payroll checks which shall include the name of each employee, employee ID number, pay rate, number of hours worked per day straight-time, time and one-half, double time and total hours combined. Any corrections or errors on an individual's pay shall be made by the Employer the week following verification of the error.

13.011 The Employer may use a payroll company acceptable to the Union to process payroll. The use of a payroll company shall not relieve the Employer of any of its duties, responsibilities or obligations as an employer under Federal, State or Local law.

13.02 Should any part of this contract be declared in conflict with any law or regulation, local, state or federal, the rest and remainder of this contract shall not be affected and shall remain in full force and effect.

13.03 As used in this Agreement, masculine pronouns and relative words shall be construed to include the feminine gender.

13.04 It is agreed that the Employer, upon written authorization, will deduct the work assessment fee from each employee's payroll check. The amount of the work assessment fee for each Local Union shall be indicated in Addendum A. The Employer shall forward the deducted fees to the Local Union at the end of each month so that the payment is received in the Local Union office no later than ten (10) calendar days following the end of each calendar month.

13.05 It is understood and agreed that the Employer shall not subcontract or assign any work covered by the jurisdiction of this Agreement to any contractor or subcontractor which would cause or bring about a loss of work or overtime work opportunity to employees working under this Agreement except in cases where needed expertise is not available from the Union.

13.06 The Business Representative of the Union, or his designated representative, will have access to job sites at all times for the purpose of conducting Union business provided this doesn't disrupt the Employer's business.

13.07 The Employer agrees that if at any time during the term of this Agreement it sells, leases, transfers, or otherwise disposes of its businesses, it will require the successor or assignee to assume and agree to be governed by all the rights and obligations of this Agreement.

- 13.08 The Employer shall provide a safe and healthy environment for the performance of work and shall operate its business consistent with all federal and state health and safety regulations. The Employer shall not discriminate or retaliate against any employee who fails or refuses to work due to an unsafe or unhealthy working condition as reasonably determined by the Employer.
- 13.09 Employees must portray a professional image in dress and appearance. The following dress code standards are considered minimal acceptable standards.
- 13.091 Employees must wear black clothing that is clean, neat, and free of tears. Shorts and t-shirts are not allowed. Dress blacks shall be worn on show opening and closing days, as well as all other show days.
- 13.092 Employees must wear their hair in a professional style that does not interfere with work duties. Hair must not be at a length or fashioned in a style that poses a potential safety risk for the employee.
- 13.093 Employees may not have visible piercings other than earrings. Any worn earrings may not dangle.
- 13.094 Employees who violate the dress code may be removed from the call at the Employer's sole discretion and will only be paid for actual hours worked.

Article 14 - Term of Agreement

- 14.01 This Agreement, including Addenda A and B, is to be in force and binding on the parties hereto, and upon the successors of the parties hereto, from the 1st day of January, 2018 to the 31st day of December, 2020, and from year to year thereafter unless either party hereto shall cause to be served upon the other, by certified mail, return receipt requested, written notice at least thirty (30) days in advance of the expiration date hereof, or any subsequent anniversary thereof, of the intention of said party to terminate, modify, or change said Agreement or any part thereof, in which event the parties shall meet and confer to negotiate the terms of a new Agreement to take effect upon the termination of this Agreement.

IATSE

William Gearn Digitally signed by William Gearn
DN: c=US, cn=William Gearn, email=bgearn@msn.com
Date: 2017.12.21 22:28:38 -0500

William E. Gearn Jr.
International Vice President
Tradeshaw Department Director

Date: _____

Freeman Audio Visual



Hoagie Herman
Senior Vice President

Date: 1/3/18