

**GLOBAL SPECTRUM
and
I.A.T.S.E.**

**COLLECTIVE
BARGAINING
AGREEMENT**

2019-2023

AGREEMENT
By and Between
GLOBAL-SPECTRUM
and

**International Alliance of Theatrical Stage Employees,
Moving Picture Technicians, Artists and Allied Crafts of
the United States, its Territories and Canada**

March 1, 2019 - February 28, 2023

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CONTRACT

This Agreement, made this 1st day of March, 2019, by and between GLOBAL SPECTRUM (hereinafter referred to as the "Employer") and the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA (hereinafter referred to as the "Union") for itself and on behalf of the members of the Bargaining Units, as described in Article 1 of this Agreement, who may now or hereafter be employed by the Employer.

WITNESSETH:

WHEREAS, 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 that it represents a majority of the Employer's employees in an appropriate bargaining unit at each such locale by presenting a neutral third party with authorization cards signed by a majority of employees in a given facility, as set forth in Article 1. The Employer hereby recognizes the IATSE 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 1 of this Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE ONE

Recognition

- 1.1 To the extent stated in this Article, this Agreement shall apply to and cover stage employees employed by the Employer at its facilities throughout the United States and Canada where the Union demonstrated that it represents a majority of such stage employees, as set forth in Section 1.2 below, and where the Employer has accepted such representation and agree to recognize voluntarily the Union; provided; however, there is no pre-existing collective bargaining agreement or no other written agreement between an affiliated local union of the Union and the Employer and/or the facility under management by the Employer, covering the terms and conditions under which stage employees shall work. Such stage employees shall, unless otherwise specifically designated, be referred to hereinafter as "employees".
- 1.2 The Union may request recognition as the exclusive bargaining agent for any group of employees at the Employer's facilities throughout the United States and Canada by presenting a neutral third party with authorization cards signed by a majority of employees in a given facility. The neutral third party will conduct a review of the authorization cards. If that review confirms that a majority of employees has designated the Union as their exclusive representative, the Employer may, in its discretion, agree to voluntarily recognize the Union. Any such voluntary recognition will be valid only if confirmed in writing in the form of the Voluntary Recognition Letter attached hereto as Appendix A, signed by the Employer, the International Union, and the Local Union. In the absence of such written agreement for voluntary recognition, recognition will require a formal NLRB-supervised election.
- 1.3 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 voluntary recognition may not be possible whether due to circumstances beyond the Employer's control or authority including, without limitation, (i) pre-existing contractual arrangements for that locale or for work to be performed under this Agreement at that locale, (ii) the need to obtain the approval authority of other entities to enter into contractual arrangements, such as municipalities with which the Employer does business and/or (iii) a directive from the owner or operator of the facility not to voluntarily recognize the Union. 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 any 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.

- 1.4 When voluntary recognition takes place, the Employer recognizes, as heretofore, the Union as the exclusive bargaining agent for all employees engaged with the regular event operation and maintenance of its facilities including the movement into, out of, and within the facilities of all scenery, costumes, properties, wardrobe, set dressers, hair and makeup and dressers, electrical effects, spotlights, sound accessories, video tape equipment, audio visual projection equipment, laser and pyro operations, stage carpentry, rigging, auto-fly and hydraulic/mechanical effects operations, stage-related computer operations, stage curtains, legs and border, projection screens, projection screen masking, motion picture films, staging, platforms, any and all risers, portable stages, production-related scaffolding, and production-related loading and unloading for all entertainment, theatrical and non-theatrical events, trade and industrial shows, conventions, television and video tape, meetings, sports, competitions and exhibitions, production (including "Load In", Performance, Rehearsals and "Load Out") of all entertainment and theatrical events, as well as for corporate events.
- 1.5 The Union includes among its membership persons who have learned and are experienced in all forms of stagecraft, including lighting, portable sound, the making of props and sets, the installation of portable stage electrical equipment, the installation of temporary lines for special effects and portable equipment, turntables, audio visual equipment, etc., including the installation and operation of portable sound, the making and taking of motion pictures and all related equipment pertaining there to, the repair and maintenance of permanent and portable stages and building properties and effects for performances. Also, the operation of audio visual equipment, the erection of motion picture screens, the handling of all lighting and sound cables in connection with all television programs, and the operation of all spotlights.
- 1.6 The Union also includes among its membership persons who have learned and are experienced in hanging and setting stage scenery, properties, orchestra shells, parallels, stage paraphernalia, and maintenance of stage lighting, together with the operation and maintenance of such hand tools and power tools as are necessary for the use of stage employees.

1.7 The I.A.T.S.E. jurisdiction, for the following type of events, shall include lighting, sound, truss, audio visual and the historical stage craft work identified in Section 1.3 of the agreement.

a. Sporting Events including, but not limited to, rodeos, basketball, etc.

i. Covered work includes spotlights and all production elements including theatrical lighting, sound and special effects.

ii. Lighting and sound equipment leased for the season shall be treated as House Equipment.

b. Convention and Trade Show work.

i. All work in Convention Centers is covered by this Agreement. This provision of the Agreement will be implemented on a facility-by-facility basis in the same manner as was the original contract between the Employer and the Union. This new provision in no way shall diminish the previously negotiated jurisdiction of the Union for Convention and Trade Show work, which includes, but is no longer limited to:

ii. Work on the arena floor and ancillary arena space

1. Covered work includes spotlights and all production elements including theatrical lighting, sound and special effects.

2. House equipment as defined in this agreement shall be excluded from coverage.

iii. Multi-purpose facilities

1. All rigging work will be performed by the Local union.

2. The Employer will provide the Local with all the traditional production work (lights, sound truss and audio visual) when the assignment of the work is in the Employer's control.

3. The Employer will make its best effort to encourage outside contractors to use employees referred by the Local union.

c. Competitions

i. Covered work includes spotlights and all production elements including theatrical lighting, sound and special effects.

ii. Cheerleading

1. Covered work includes spotlights and all production elements including theatrical lighting, sound and special effects.

- 2. Flooring and mats may be installed and removed by volunteers or in-house staff.
- d. Audio Visual Equipment
 - i. The Employer will provide the Local with all the traditional audio visual work (switcher, camera etc.).
 - ii. Work performed by Broadcast Television technicians is excluded unless Employer requests the Local to perform such work.
- e. The following House Equipment is excluded from this agreement unless the Employer requests the Local to perform such work.
 - i. Equipment permanently integrated into the building systems. This does not include lighting, sound and other theatrical production equipment.
 - ii. Equipment owned by the Employer such as: stages, basketball floors, hockey rinks etc. This does not include lighting, sound and theatrical production equipment.
- f. The operation, moving and maintenance of spotlights (outside of a warranty) shall be performed by the Local union.
- g. Jehovah Witness Events are excluded from this agreement unless the Employer requests the Local to perform such work.

ARTICLE TWO

Dues Check-Off

- 2.1 Upon receipt of written authorization from an employee, the Employer agrees to make dues deductions from each such employee's gross income from the Employer, at a rate determined by the Union. Such deductions shall be forwarded to the Union (at an address to be supplied by the Union) on or about the fifteenth (15th) day of each month following the month of the deduction, by check, payable to the order of JATSE Local No. (Respective local number). Also, the Employer shall remit a report, on forms supplied by the Union, designating the amount deducted by the Employer from the income of each such employee during the specific month.
- 2.2 The Check-off authorization form will contain the following language: "I hereby authorize the Employer to deduct, from each of my checks, an amount equal to _____ percentage of my gross income (and to forward that amount to the Union on a monthly basis) to cover my Union dues. This authorization is made voluntarily and is effective for a one (1) year period from the date set forth below (but not beyond the expiration of the current Collective Bargaining Agreement)."
- 2.3 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee

arising from deductions made by the Employer hereunder. Once the Employer

remits the funds, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE THREE

Local Agreements

- 3.1 The Employer and the Union will adopt a Local Agreement that the parties intend to be read in conjunction with this Agreement. Any Local Agreement and this Agreement shall, together, constitute the parties' collective bargaining agreement applicable to the particular venue represented by the Local Union. After the Employer voluntarily recognizes the Union as the exclusive representative of a group of employees as set forth in Section 1.2 of this Agreement, all provisions of this Agreement are subject to collective bargaining between the parties. In negotiating the Local Agreement, the Employer and the Union may agree to eliminate, supplement, modify, and/or supersede, in whole or in part, any provision of this Agreement. To the extent this Agreement and any Local Agreement conflict, the Local Agreement shall prevail.

ARTICLE FOUR

Engagement

- 4.1 The Employer shall place all calls for employees with the Union at least seventy-two (72) hours prior to the work for calls requiring up to twenty-five (25) employees. For calls over twenty-five (25) workers, the Employer will make its best effort to give the Local at least one week's notice. The Employer shall not notify the employees, individually or directly, but in all cases shall place the call with the Union. The Employer will comply with the departmental and staffing requirements of all "Yellow Card" shows.
- 4.2 The Union agrees to furnish competent employees to perform work as required by the Employer under the provisions of this Agreement.
- 4.3 Upon commencing employment with Global Spectrum, employees represented by IATSE will fill out and sign the Employment Application and Personal Data Form (see Appendix B). Any disputes that arise between the Employer and the Union concerning the interpretation or application of these documents (including any discipline that may result from interpretation and application of the terms set out in those documents) shall be subject to the Grievance and Arbitration procedure as set forth in Article 18 of this Agreement.
- 4.4 The Employer and the Union have agreed to abide by the Drug and Alcohol Policy attached as Appendix C.
- 4.5 The Employer shall be responsible for all wages when due, regardless of whom the owner or operator of the facility may be.
- 4.6 All performance call employees shall report thirty (30) minutes before "advertised" curtain time, and shall fully set, work and strike the show, including the last act, for the Performance Rate provided, so long as the performance does not exceed four (4) hours, inclusive of the above thirty (30) minutes, prior to "advertised" curtain time. Employees may be called for a

continuity call up to one (1) or two (2) hours prior to the commencement of a performance call to perform work associated with the performance. Continuity call hours shall be paid at the rate of time and one-half.

- 4.7 If the performance call exceeds four (4) hours, inclusive of the thirty (30) minutes before advertised curtain time, the Employer shall pay all subsequent hours at the rate of time and one-half the employee's applicable rate.
- 4.8 If a referral call is canceled, twelve (12) hours or more notice of the cancellation is required, or the referral will be paid the minimum call at applicable rates for the first call of the day. This twelve (12) hour notice shall not apply when such cancellation results from an Act of God, fire or national or local calamity, acts or regulations of any public authority, war, epidemic, storm, or inclement weather.

ARTICLE FIVE

Rates

- 5.1 The parties recognize that IATSE local unions supplying employees to the Employer's facilities in various cities have established area standard costs for similar venues to those operated or managed by the Employer. With respect to each facility operated or managed by the Employer, the parties agree that hourly rates will be established for each facility that is comparable to the area standard costs for similar facilities in the geographic area. Such rates shall be appended to and form part of this Agreement. In the event of a disagreement as to what constitutes an applicable hourly rate, the Employer shall have the right to pay the rate it deems appropriate and the Union shall have the right to submit the disagreement to an arbitrator pursuant to Article 18 of this Agreement.
- 5.2 Effective March 1, 2019, the rates referred to in 5.1 above and appended to this agreement, shall be increased three percent (3%). Such increase shall be compounded.
- 5.3 Effective March 1, 2020, the rates referred to in 5.1 above and appended to this agreement, shall be increased three percent (3%). Such increase shall be compounded.
- 5.4 Effective March 1, 2021, the rates referred to in 5.1 above and appended to this agreement, shall be increased three percent (3%). Such increase shall be compounded.
- 5.5 Effective March 1, 2022, the rates referred to in 5.1 above and appended to this agreement, shall be increased three percent (3%). Such increase shall be compounded.
- 5.6 Commercial rates shall apply to those productions in which additional revenue is generated outside of ticket sales. The commercial rates shall be Five Dollars (\$5.00) per hour above the applicable straight time hourly rate and Seven Dollars and Fifty Cents (\$7.50) above the applicable time and one-half hourly rate.
- 5.7 When there is an Extra Show (to be construed as any show other than one (1) matinee performance and one (1) night performance), each employee working the Extra Show shall be paid Fifteen Dollars (\$15.00) meal money in addition to the applicable performance rate.

- 5.8 Employees who focus lights above the stage and truss spot operators shall be paid at the rigging rate.
- 5.9 In all venues where this agreement covers rigging, there shall be a minimum crew of two up and one down for all open port work. De minimis rigging performed from a catwalk can be performed by one (1) up rigger and one (1) down rigger.
- 5.10 Locals may, with the consent of the International Union, allocate the wage increase to either wages or benefits pursuant to the Local's area standard rate sheet. Any such allocation shall be set forth in the parties' Local Agreement governing that venue.
- 5.11 One of the mutually agreed upon, designated stage technicians referred to in Article 6.9, shall act as a working Crew Chief and shall receive a premium of One Dollar (\$1.00) per hour for all hours worked during the day, including the performance. If there are ten (10) or more workers on a call, the Crew Chief will provide administrative function only. Where loaders are covered in the jurisdiction the minimum number required for the Crew Chief to provide only administrative functions shall be fourteen (14).
- 5.12 If wardrobe work is being performed, wardrobe workers will be called from the Local Union. The first wardrobe person on the call and all sewers shall be paid at the head rate.
- 5.13 On productions requiring sewing machines, steamers, irons, ironing boards, and large kits of sewing supplies or hair and makeup supplies, the Employer will furnish same. If an employee is requested by the Employer to furnish any such equipment, a daily rental will be charged. The rental fee, once established, shall be paid to the employee for the run of the show, except if the Employer buys its own equipment, the fee may be reduced or discontinued, as the case may be appropriate. All equipment furnished by employees must be insured against tire and theft at the Employer's expense or in lieu thereof, the Employer shall be required to reimburse the employees for any loss or damage to same.

The schedule of the fees shall be:

Sewing machine	\$75/day
Commercial steamer	\$75/day
Iron and ironing board	\$50/day
Extensive sewing kit*	\$50/day
Hair and make-up kit	\$100/day

* Such kit is understood to be equipment beyond the standard flashlight/scissors, etc. normally earned by a dresser.

- 5.14 The employer will not use third party labor to do work with house equipment.

ARTICLE SIX

Work Week, Hours of Work, Overtime and Jurisdictions

- 6.1 The workweek shall be Friday at 12:00:00 a.m. thru Thursday at 11:59:59 p.m. (23:59 hours).
- 6.2 All employees must be guaranteed a minimum call of four (4) hours on all calls.

- 6.3 For the purpose of determining payment for hours worked beyond the minimum call, all employees shall be paid in one (1) hour increments at the applicable hourly rate. A five (5) minute grace period may be used for efficiency at the end of a call (load-in, performance, load-out). Such grace period shall not be scheduled nor automatic, nor is it intended for regular use.
- 6.4 All time worked, other than performance calls, between the hours of 8:00 a.m. (08:00 hours) and midnight (00:00 hours) shall be paid at the regular hourly rate for the first eight (8) work hours. In the event any employee works beyond an eight (8) hour period, he/she shall be paid time and one-half of his/her applicable hourly rate.
- 6.5 All hours worked in excess of forty (40) hours in a workweek shall be paid at time and one-half the applicable hourly rate.
- 6.6 All hours worked between midnight (00:00 hours) and 8:00 a.m. (08:00 hours) shall be paid at time and one-half the hourly rate. Only those hours actually worked before 8:00 a.m. (08:00 hours) shall be paid at time and one-half the hourly rate. At 8:00 a.m. (08:00 hours), the employee will revert to straight time until a total of eight (8) continuous hours are worked (e.g., if there is a 6:00 a.m. call the pay will be two (2) hours at time and one-half, then six (6) hours at straight time. All subsequent continuous hours would be at time and one-half).
- 6.7 There shall be no pyramiding of hours and/or premium rates for purposes of overtime calculations.
- 6.8 The Employer cannot replace an employee on the job in order to avoid the payment of higher rates.
- 6.9 The basic crew to maintain any stage shall consist of four (4) employees (Electrician, Carpenter, Property person and Sound person), one (1) of whom will be mutually agreed upon and designated as Crew Chief per Article 5.11. In addition, at no time shall the number of non-bargaining unit employees in the employ of outside employers who are performing work within the jurisdiction of the bargaining unit be greater than the number of bargaining unit employees employed by the Employer.
- 6.10 Loaders shall be used exclusively to load and unload trucks, and the number of loaders required shall be determined by the Employer. For trucks over 22 feet, there shall be a minimum four-man loader crew. In the case of trucks that are twenty-two (22) feet or fewer, the stage crew may be used in place of loaders.
- 6.11 No laundry or other day work may be done during a performance call except in the case of an emergency repair.
- 6.12 Ten (10) minutes from the end of the performance is included as part of the performance call, for the purpose of undressing performers and hanging costumes. If the work exceeds ten (10) minutes, continuity hour(s) will be paid.

- 6.13 ETCP Electricians and Riggers will be paid a 10% premium above scale. In Ontario, the premium shall also be applied to those possessing a 269 E (Entertainment Industry Power Technician). In British Columbia, the premium shall also apply to those possessing a Class FE (Full Entertainment) FSR Certificate.
- 6.14 Employees required to utilize personal protective equipment (PPE) to perform work will be paid a 10% premium above scale. PPE equipment does not include safety gear used to perform standard work (e.g. hardhats, high viz, steel tip boots, rigging harnesses, etc.). The hazards addressed by protective equipment include physical, electrical, heat, chemicals, biohazards, and airborne particulate matter.

ARTICLE SEVEN

Holiday

- 7.1 The following holidays will be observed on the official day designated by the Federal Government: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. All holidays for Canada are outlined in the Canadian Supplement. All hours worked on a designated holiday will be paid at time and one-half of the applicable hourly rate. All hours worked on a designated holiday beyond an eight (8) hour period will be paid at two (2) times the applicable hourly rate. Under no circumstances will any employee's rate exceed two (2) times the current hourly rate.
- 7.2 Each holiday will be deemed to commence at 12:01 a.m. (00:01 hours) on the day of the holiday and end at 12:00 midnight (00:00 hours).

ARTICLE EIGHT

Meal Periods

- 8.1 All employees shall receive a sixty (60) minute meal period, to be initiated between the conclusion of the fourth (4th) hour of work and the conclusion of the fifth (5th) hour of work. Successive meal periods shall commence between the conclusion of the fourth (4th) hour of work and the conclusion of the fifth (5th) hour of work, calculated from the completion of the previous meal period. The Employer will make its best effort to provide food and a break between the show and load outs when the combined time of the show and load out are longer than five hours. Employees working the performance and load out will be provided a break after the performance. No employee shall be given less than two (2) hours of work after the conclusion of any meal period.
- 8.2 If an employee is unable to have a meal period within the time periods specified above, the employee shall receive one (1) additional hour at the applicable hourly rate that the employee is receiving at the time the meal period is invaded until a meal break is provided.
- 8.3 Meal periods of sixty (60) minutes in duration shall not be considered work time. Should the Employer wish to have a shorter meal period, a thirty (30) minute meal period may be taken, provided the Employer provides a reasonable meal and such time spent to consume the meal shall be treated as time worked.

- 8.4 The Employer will make its best effort to provide a fifteen (15) minute break for each four (4) to five (5) hour shift.

ARTICLE NINE

Rest Periods

- 9.1 While an employee is working on the same event, there shall be a six (6) hour rest period between the conclusion of work on one day and the commencement of work on the next day. Encroachment on an employee's rest period shall be paid at two (2) times the rate for all hours worked until he/she has had a continuous rest period of six (6) hours.
- 9.2 An employee who has started and finished work in one (1) calendar day and is recalled in the same calendar day, for the same event, without a six (6) hour rest period, shall be provided with a minimum four (4) hour call.

ARTICLE TEN

Television and Commercial Shows

- 10.1 When a facility is used for the purpose of filming or recording for commercial end use and television shows, including sound recordings and motion pictures (including taping), the commercial rates contained in Article 5.2 will apply. Excluded from the provisions of this section are: (1) performances that are filmed, taped, broadcast or photographed for the use of any news-gathering organization; for any mutually agreed upon non-profit purpose; for any news or news feature purpose; for any on-site radio station appearances or radio station broadcasts; or for advertising or promotional purposes, either for that performance/show if less than a ten (10) minute segment or for the facility; two (2) sporting events; and live streaming for non-revenue generating purposes.

ARTICLE ELEVEN

Pay and Payday

- 11.1 Payday shall be every other Friday, except in the event Friday would be a Holiday, and then payday shall be Thursday. The pay on a given payday shall include all work performed during the two (2) week period ending with Thursday of the week preceding that in which the payday falls.

ARTICLE TWELVE

Steward and Access to Premises

- 12.1 The Union may designate an employee who will serve as a Shop Steward, who shall act as the on-site representative of the Union to the Employer.
- 12.2 A duly authorized representative of the Union shall have access to the Employer's premises at all times to inspect the conditions under the jurisdiction of the Union. The Employer agrees to cooperate with such representative in dealing with such matters pertaining to the official business of the Union. The representative of the Union shall

attempt to adjust, in cooperation with the Employer, any dispute arising out of this Agreement and in the event such dispute cannot be adjusted, it shall be referred to the Grievance Procedures defined in Article 18.

ARTICLE THIRTEEN

Funds

- 13.1** Except as set forth in Article 14, and as specified in the Local Union Rate Sheets, 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, the IATSE Vacation Fund, the Canadian National Health and Welfare Plan, and the Canadian Entertainment Industry Retirement Plan for the local unions that participate in these funds.
- 13.2** 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 on which contributions are due under this provision. 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.
- 13.3** All contributions to the Canadian National Health and Welfare Plan and the Canadian Retirement Plan shall be made, by cheque, payable to the "Canadian National Health and Welfare Plan" and the "Canadian Entertainment Industry Retirement Plan," no later than the 10th day of each month in respect to all employment during the preceding month for which contributions were payable. In conjunction with each payment, the Employer shall submit a remittance report in a format required by the Plan. For Canadian locals, a copy of the remittance report shall also be sent to the IATSE Canadian Office, 22 St. Joseph Street, Toronto, ON, M4Y 1J9. Benefit fund payments will be made separately for each local union. Benefit contributions shall be sent to the local union address specified in Addendum A.
- 13.4** 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 it is understood that these documents may be amended from time- to-time during the term of this Agreement, and Employer shall have the right to request any such amendments.
- 13.5** The Employer agrees to be bound by all of the terms and conditions of the Agreement and Declaration of Trust for the Canadian National Health and Welfare Plan and the Agreement and Declaration of Trust for the Canadian Entertainment Industry Retirement Plan.
- 13.6** 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 Funds' expense.

- 13.7 If local unions have IATSE Annuity Fund contributions of 3% or more, 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 requests for voluntary wage assignment on the proper form provided by the IATSE Annuity Fund. The Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee arising from the deductions made by the Employer hereunder.
- 13.8 The Employer agrees to withhold voluntary wage assignments for the Canadian Entertainment Industry Retirement Plan, subject to statutory limitations and the rules of the Retirement Plan, and forward the assignments to the Retirement Plan in the same manner that Employer contributions are made. Employees must submit their requests for voluntary wage assignment on the proper form provided by the Retirement Plan. The Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. Once the Employer remits the funds, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 13.9 The IATSE will certify to the Employer that the IATSE National Annuity, Health and Welfare, and Pension Funds are tax-qualified employee benefit plans operated in accordance with the Taft-Hartley Act and in general compliance with the fiduciary standards of ERISA. The Union warrants and represents that the IATSE National Health and Welfare Fund, the IATSE National Pension Fund, and the IATSE Annuity Fund: (i) are and will remain "qualified" plans that meet all applicable requirements of the Internal Revenue Code, ERISA and Section 502 of the Labor-Management Relations Act; (ii) have been established and are being maintained and administered in accordance with law and fiduciary standards of ERISA; and (iii) that the assets thereof are being used to provide health and welfare, pension, or annuity benefits, as appropriate, for eligible employees according to a Plan duly adopted by the trustees thereof.

ARTICLE FOURTEEN

Local Union Benefit Funds

- 14.1 In lieu of the contribution amounts required to be contributed by the Employer to the IATSE National Annuity, Health and Welfare and Pension Funds as set forth in Article 13 of this Agreement, the Employer may be required to contribute a like amount, not to exceed the amounts stated in Article 13, to benefit funds affiliated with an IATSE local union supplying employees hereunder. Any such local union must warrant and represent that any employee benefit fund to which contributions by the Employer are required (i) is and will remain a "qualified" plan that meets all applicable requirements of the Internal Revenue Code, ERISA and Section 302 of the Labor-Management Relations Act, (ii) has been established and is being maintained and administered in accordance with law and the fiduciary standards of ERISA; (iii) that the assets thereof are being used to provide annuity, health and welfare, or pension benefits, as appropriate, for eligible employees according to a Plan duly adopted by the trustees thereof.

- 14.2 Notwithstanding the provisions of Articles 13 and 14, Local Unions, in consultation with the IATSE, may request an allocation of contributions which differs from that in this agreement, and consent to such reallocation of benefit monies shall be the subject of bargaining between the Local Union and the Employer as part of bargaining for the Local Agreement. Any such reallocation shall be reflected in a Local Agreement. The amount per fund will be determined by the parties and made part of the Local Union's area standard rate sheet. Under no circumstances will the Employer's contribution exceed the total amount stated in the Local Union Rate Sheet.

ARTICLE FIFTEEN
IATSE PAC Fund

- 15.1 The Employer agrees to deduct from each employee's gross wages, at each payroll period, such voluntary contributions to the IATSE Political Action Committee as the employee has authorized, in writing, to be deducted.
- 15.2 The IATSE will indemnify and hold harmless the Employer for any claims relating to its compliance with this provision authorizing check-off to the IATSE Political Action Committee.

ARTICLE SIXTEEN
Union Sponsored Funds

- 16.1 With respect to each of the funds described in Articles 13 through 15 (collectively the "Union Sponsored Funds"), except for making the contributions provided for in such Articles, the Employer assumes no obligation, financial or otherwise, to any person or entity arising out of provisions of these Articles.
- 16.2 Once the contributions are remitted by the Employer to the respective Union Sponsored Fund, the disposition thereof shall be the sole and exclusive obligation and responsibility of each Fund and its Trustees.

ARTICLE SEVENTEEN
International Training Trust

- 17.1 The parties agree to the following:
- a. Effective April 1, 2013, in addition to any separate contributions to local union training trust funds, 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.
 - b. 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.
 - c. 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.

- 17.2 The Trustees of the IATSE Training Trust Fund shall have the right, through the accountant of their choice, to examine the Employers 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 EIGHTEEN

Grievance and Arbitration Procedure

- 18.1 The parties agree to schedule a biannual labor-management committee meeting in Philadelphia, Pennsylvania.

- 18.2 Except as specifically provided in this Agreement, a grievance shall be defined as a dispute or complaint on the part of the Union or Employer pertaining to an alleged breach of a specific provision of this Master Agreement and/or the Local Agreement and shall be processed and disposed of in the following manner:

Step 1: Within fifteen (15) business days following the alleged occurrence giving rise to the grievance, it shall be reduced to writing by the complaining party (Union or Employer), and be presented to the other party's Step I designee. If presented by the Union, the grievance shall be signed by the grievant and/or the Steward. The written grievance at this Step shall specify the facts, the specific provision of the contract alleged to be violated, and the relief requested. The responding party shall answer a grievance so presented in Step 1, in writing, within ten (10) business days after its presentation.

Step 2: If the grievance is not settled in Step 1, the grievance may, within fifteen (15) business days after the answer in Step 1, be presented in Step 2. All grievances at Step 2 shall be presented by or responded to, as the case may be, by the Union through the General Office of the IATSE and by the Employer through the head office of Global Spectrum. A grievance shall be presented at this step, in writing, to the responding party designee; and he or she shall render a decision within ten (10) business days after meeting with the complaining party's representatives.

- 18.3 Anything herein to the contrary notwithstanding, a grievance brought by the Union concerning a discharge may be presented initially at Step 2 in the first instance, within the time limit specified in Step 1, above.
- 18.4 A grievance, as defined in the Grievance Procedure provision, which has not been resolved thereunder may, within ten (10) business days after completion of Step 2 of the Grievance Procedure, be referred for arbitration by the Union or the Employer (employees shall have no independent right to arbitration) to an arbitrator selected in accordance with the Labor Arbitration Rules of the American Arbitration Association or the provincial equivalent in Canada.

- 18.5 The fees and expenses of the arbitrator and the arbitration location shall be borne equally by the parties.
- 18.6 The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.
- 18.7 The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in Section 17.2 of this Grievance Procedure and he or she shall have no power to add to, subtract from, or modify in any way, any of the terms of this Agreement.
- 18.8 The term "business day" as used in this Article shall be deemed to be exclusive of Saturdays, Sundays, and holidays recognized in this Agreement.
- 18.9 Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved on the basis of the responding party's last answer and shall not thereafter be considered subject to the Grievance and Arbitration provisions of this Agreement. Time is of the essence, however, time limits may be extended by mutual agreement, in writing.

ARTICLE NINETEEN
No Strike or Lockout

- 19.1 During this agreement, the Union agrees not to strike and the Employer agrees there shall be no lockouts.
- 19.2 It shall not be a breach of this Agreement, and it shall not be a case for discharge or disciplinary action, if any employee covered by this Agreement refuses to cross any lawful primary picket line.
- 19.3 In the event of an unauthorized strike, the Union will do all in its power to secure the immediate return of the strikers to work.

ARTICLE TWENTY
Security

- 20.1 The Employer must be provided, on move-in, with a list of employees working each day. All must have mutually agreed upon ID cards in their possession at all times and must show them to the Employer's management on demand. All such employees will park in areas designated by the Employer and report in and out at a place or places designated by the Employer and will sign in and out as required by the Employer.
- 20.2 All employees represented by the Union and any Union representatives having access to the Employer's site(s) must comply with the Employer's identification and security procedures, as appropriate, in accordance with procedures established by the Employer from time to time.

ARTICLE TWENTY-ONE
Health and Safety

- 21.1 The Employer shall provide a safe and healthy environment for the performance or work and shall operate its facilities consistent with all federal and state/provincial 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.
- 21.2 A joint Management and Union safety committee shall be formed to review safety conditions, including but not limited to fall arrest systems, in the workplace as needed, on a venue by-venue basis.
- 21.3 The Union agrees that any employee referred by the Union to perform job functions as the Lead Rigger on any call be certified through the Entertainment Technician Certification Program (ETCP). The Union further agrees that any employee referred by the Union to perform job functions as the Head Electrician on any call shall be certified through RCTP or shall otherwise be a licensed electrician. The parties agree to meet to discuss the funding of such training.

ARTICLE TWENTY-TWO

Change of Owners

- 22.1 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; provided, however, that the conclusion of a management agreement does not constitute a successor event, in which case any issues of successorship will be determined in accordance with applicable law.

ARTICLE TWENTY-THREE

Term of Agreement

- 23.1 This Agreement shall remain in effect until and including February 28, 2023.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, the day and year first above written.

I.A.T.S.E

By: 

Dated: 1/16/20

GLOBAL SPECTRUM, L.P.

By: 

Dated: 12/16/19

CANADIAN SUPPLEMENT

The provisions of this 2019-2023 Agreement shall be applicable to venues in Canada except as expressly modified hereafter in this Canadian Supplement.

1. The Employer hereby recognizes the IATSE and its Affiliated Locals as the collective bargaining representatives under all applicable legislation in Canada for the Employer's employees for each such local in the bargaining unit listed in Article 1 of this Agreement.
2. Article 7 shall be revised to provide for all Canadian statutory holidays, including those reflected below:

Province / Area	Holidays
Atlantic Canada	New Year's Day, Good Friday, Victoria Day, Canada Day (Memorial Day in NL), New Brunswick Day (in NB only), Labour Day, Thanksgiving Day, Remembrance Day (in NS only), Christmas Day, Boxing Day
Quebec	New Year's Day, Good Friday OR Easter Monday, Journee Nationale des Patriotes, Quebec Fete Nationale, Canada Day, Labour Day, Thanksgiving Day, Christmas Day
Ontario	New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, August Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day
Manitoba	New Year's Day, Louis Riel Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day
Saskatchewan	New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Saskatchewan Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day
Alberta	New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday (aka Heritage Day), Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day
British Columbia	New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day

New Year's Day - January 1st
 Family Day/ Louis Riel Day - 3rd Monday in February (in B.C., it is the 2nd Monday in February)
 Good Friday - the Friday preceding Easter
 Easter Monday - the Monday following Easter
 Victoria Day - Monday preceding May 25th
 Quebec Fete Nationale - June 24th

Canada Day/ Memorial Day (NL) -- July 1st
Civic Holiday/ BC Day/ New Brunswick Day/ Saskatchewan Day-- 1st Monday in August
Labour Day- 1st Monday in September
Thanksgiving Day - 2nd Monday in October
Remembrance Day - November 11th
Christmas Day - December 25th
Boxing Day- December 26th

3. Time worked on a Canadian Statutory Holiday shall be paid at two and one-half (2.5) times the applicable straight time rate.
4. Articles 13, 14, 15 and 16 shall be replaced by the following Benefit Contributions:
 - a. The Employer agrees to contribute five percent (5%) to the Canadian Entertainment Industry Retirement Plan of actual weekly salary for each week's employment on behalf of the employee, or for any portion of the week (except that if a production opens on a Thursday, the contribution will be on a one-fifth (1/5) pro-rata basis Thursday, Friday, and Saturday of that week);
 - b. The Employer will permit employees to defer part of their salary to the Canadian Entertainment Industry Retirement Plan (subject to statutory limitations and the rules of the Retirement Plan) and will transmit those salary deferrals to the Canadian Entertainment Industry Retirement Plan;
 - c. The Employer agrees to contribute five percent (5%) to the employee's Home Local's Health and Welfare Fund of actual weekly salary (prorated for less than a week) for each week's employment period. If the employee's Home Local does not maintain a Health and Welfare Fund, then it is agreed and understood that the Employer's contribution to the Canadian Entertainment Industry Retirement Plan shall be increased by five percent (5%);
 - d. Effective March 1, 2012, the Employer agrees to increase its contribution to six percent (6%) to the employee's Home Local Health and Welfare Fund of actual weekly salary (prorated for less than a week) for each week's employment period. The additional increase of one percent (1%) shall only be paid to those employees whose Home Local maintains a Health and Welfare Fund.
 - e. Four percent (4%) to the employee's Home Local's Vacation Plan of actual weekly salary (pro-rated for less than a week) for each week's employment period. In the event that the employee's Home Local has no Vacation Plan, then the amount shall be paid directly to the employee, weekly.
5. Payments of such contributions will be made monthly, by separate cheques made payable to the respective Funds. All cheques are to be transmitted, with a complete remittance breakdown, to the employee's Home Local. A copy of this remittance breakdown shall also be forwarded to the IATSE Canadian Office at 22 St. Joseph Street, Toronto, ON, M4Y 1J9.

6. For all provisions of the Agreement incorporated into (and not specifically amended by) this Canadian Supplement, any reference to any federal or state law, regulation, court, tribunal, government or professional agency or body in the United States, shall be deemed to mean the analogous applicable Canadian equivalent.

APPENDIX A

(Letter Confirming Voluntary Recognition)

VOLUNTARY RECOGNITION LETTER AGREEMENT

[Date]

This Letter Agreement is to acknowledge that the Employer, Global Spectrum, the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada ("IATSE"), and its Local [#] has agreed to voluntary recognition for a group of stage employees in an appropriate bargaining unit. The unit consists of the following who are employed at Global Spectrum's facility located at [Address]:

[INSERT UNIT DESCRIPTION]

IATSE and its Local [#] have presented Global Spectrum with authorization cards demonstrating that the majority of employees in the unit desire to be represented by the union. Global Spectrum, in its discretion, has agreed to accept such proof of majority status. Accordingly, based on this evidence, Global Spectrum will hereby waive its right to an election under the National Labor Relations Act, and grants IATSE Local [#] voluntary recognition as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for employees in the bargaining unit described above.

AGREED BY THE PARTIES:

General Manager, Global Spectrum, [Facility]
Print Name:

Date: _____

IATSE, International Representative
Print Name:

Date: _____

IATSE, Local [#] Representative
Print Name:

Date: _____

APPENDIX B

(Employment Application and Personnel Data Form)

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

AND NOW, this ____ day of 20__, the following agreement is made by and between Global Spectrum (hereinafter the "Company") and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada (hereinafter the "Union" or "I.A.T.S.E.").

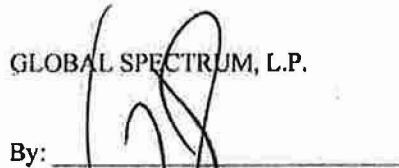
1. The Company and Union agree that upon commencing employment with Global Spectrum, employees represented by I.A.T.S.E. will fill out and sign the attached Employment Application and Personal Data Form. Such forms may be modified in the Company's discretion from time to time, and any such changes, whether during the term of the Agreement or after expiration of the Agreement, will be applied to Employees without further negotiation. The Company will provide the Union with notification of such modifications.
2. Any disputes that arise between the Company and the Union concerning the interpretation or application of the above referenced documents (including any discipline that may result from interpretation and application of the terms set out in those documents) shall be subject to the Grievance and Arbitration procedures set forth in Article 18 of the Agreement.

I.A.T.S.E

By: 

Dated: 1/7/20

GLOBAL SPECTRUM, L.P.

By: 

Dated: 12/16/19

APPENDIX C

(Drug and Alcohol Testing Procedures and Substance Abuse Policy)

**BETWEEN GLOBAL SPECTRUM
AND THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE
UNITED STATES**


AND NOW, this ___ day of 20___, it is hereby agreed by and between Global Spectrum, and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States (IATSE) to adopt the attached Substance Abuse Program for those employees of Global Spectrum represented by IATSE. Global Spectrum and IATSE will incorporate this Substance Abuse Program as an appendix to their collective bargaining agreement(s) as they are renewed. It is agreed that, in the event either there are regulatory amendments to the Mandatory Guidelines for Federal Workplace Drug Testing Programs or the Employer adopts a company-wide substance abuse policy, the parties will meet to discuss changes to the Substance Abuse Policy and Drug and Alcohol Testing Procedures.

I.A.T.S.E

By: 

Dated: 1/7/20

GLOBAL SPECTRUM, L.P.

By: 

Dated: 12/16/19

SUBSTANCE ABUSE PROGRAM DRUG AND ALCOHOL TESTING PROCEDURES

A. Substances. Global Spectrum may test for any alcoholic beverage or any drug listed in Schedules I and II of the Federal Controlled Substances Act. Every drug test shall, at a minimum, test for marijuana and cocaine use.

B. Pre-Testing Procedures. Global Spectrum shall employ the following pre-testing procedures:

1. Opportunity to Explain. Before submitting to testing under Global Spectrum's Substance Abuse Policy, the employee or applicant shall have the opportunity to explain in writing his or her use of any legal or illegal drug.
2. Consent Form. All employees and applicants who are required to submit to drug or alcohol testing shall sign a consent and release form. An employee who refuses to consent to drug or alcohol testing under Global Spectrum's Substance Abuse Policy may be subject to disciplinary action, up to and including discharge, as set forth in the policy. An applicant who refuses to consent to drug testing shall be ineligible for employment.

C. Collection. The collection site chosen to conduct the drug and alcohol testing (whether on or off-site) shall be qualified to conduct drug and alcohol specimen collection. Specimen collection shall be conducted by a qualified employee of the collection facility.

D. Urine Specimen Analysis. The initial laboratory test for the presence of drugs shall use an immunoassay that meets the requirements of the Food and Drug Administration for commercial distribution.

The following initial and confirmatory cutoff levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

INITIAL TEST ANALYTE	INITIAL TEST CUTOFF CONCENTRATION	CONFIRMATORY TEST ANALYTE	CONFIRMATORY TEST CUTOFF CONCENTRATION
Marijuana metabolites	50nmL	THCA ¹	15 ng/mL
Cocaine metabolites	150nmL	Benzoylcegonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine ²	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³			
AMP/MAMP ⁴	500ng/mL	Amphetamine	250ng/mL
		Methamphetamine ⁵	250 ng/mL
MDMA ⁶	500 ng/mL	MOMA	250 ng/mL
		MDA ⁷	250 ng/mL
		MDEA ⁸	250 ng/mL

1 Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

2 Morphine is the target analyte for codeine/morphine testing.

- 3 Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.
- 4 Methamphetamine is the target analyte for amphetamine/methamphetamine testing.
- 5 To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.
- 6 Methylenedioxymethamphetamine (MDMA).
- 7 Methylenedoxyamphetamine (MDA).
- 8 Methylenedimethamphetamine (MDEA).

All specimens identified as positive on the initial test shall be confirmed by the laboratory using gas chromatography/mass spectrometry ("GC/MS") techniques at the cutoff values listed below for each drug. All confirmations shall be by quantitative analysis. Concentrations that exceed the linear region of the standard curve shall be documented in the laboratory record as "greater than highest standard curve value."

E. Blood Specimen Analysis. All blood specimens tested for the presence of alcohol that yield an initial positive test result shall be subject to a second, confirmatory testing using a different analysis. If possible, the confirmatory test shall be done using the same sample as the initial test. A cutoff level of .08 percent blood-alcohol concentration shall be deemed a positive alcohol test result.

F. Reporting Results. The laboratory shall report test results to the Human Resources Department of Global Spectrum within an average of five (5) working days after receipt of the specimen by the laboratory. Before any test result is reported it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall identify the substance(s) tested for, whether positive or negative, the cutoff for each, the specimen number assigned by the agency and the laboratory specimen identification number. The results (positive or negative) for all specimens submitted at the same time to the laboratory shall be reported back to the Human Resources Department at the same time.

The laboratory shall send to the Human Resources Department a certified copy of an original chain of custody form signed by the individual responsible for the day-to-day management of the testing laboratory or the individual responsible for attesting to the validity of the test results.

G. Urine Specimen for Drug Testing. Unless otherwise provided by state or local law, in conducting a drug test, the following precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified while simultaneously protecting the privacy of the employee or applicant to the extent reasonably practicable under the circumstances:

1. The collection facility employee responsible for conducting drug testing shall maintain a permanent record book in which identifying data on each specimen collected are permanently recorded in the sequence of collection.
2. Toilet bluing agents shall be placed in toilet tanks so that the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water in the enclosed area where urination occurs.
3. When an individual arrives at the collection site, the individual shall be requested to present photo identification. If the individual does not have proper photo identification, the collection shall not proceed and another collection time shall be

scheduled as soon as possible, at which time the individual shall present photo identification.

4. The individual shall be asked to remove any unnecessary outer garments such as a coat or jacket that might conceal items or substances that could be used to tamper with or adulterate the individual's urine specimen. The collection facility employee responsible for conducting the test shall ensure that all personal belongings such as a purse or briefcase remain with the outer garments. The individual may retain his or her wallet.
5. The individual shall be instructed to wash and dry his or her hands prior to urination.
6. After washing his or her hands, the individual shall remain in the presence of the collection facility employee conducting the test and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other material which could be used to adulterate the specimen.
7. The individual may provide his or her specimen in the privacy of a stall or otherwise partitioned area that allows for individual privacy.
8. The collection facility employee conducting the test shall note any unusual behavior or appearance in the permanent record book.
9. Upon receiving the specimen from the individual, it shall be determined whether it contains at least 45 milliliters of urine. If there is less than 45 milliliters of urine in the container, the collector shall discard the specimen and immediately collect a second specimen using the same procedures as for the first specimen. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 45 milliliters of urine, the collection shall not proceed and another collection time shall be scheduled as soon as possible, but in no event later than 48 hours from the initial collection time.
10. After the specimen has been provided and submitted to the collection facility employee conducting the test, the individual shall be allowed to wash his or her hands.
11. Immediately after the specimen is collected, the temperature of the specimen shall be measured. The temperature measuring device used must accurately reflect the temperature of the specimen and not contaminate the specimen. The time from urination to temperature measurement is critical and in no case shall exceed 4 minutes.
12. If the temperature of a specimen in any container is outside the range of 32°-38°C (or 90°-100°F), the deviation shall constitute a reason to believe that the individual may have altered or substituted the specimen, and another specimen shall be collected under the direct observation of a qualified collection facility employee of the same gender. An individual may volunteer to have his or her body

temperature taken to provide evidence to counter the reason to believe that the individual may have altered or substituted the specimen caused by the specimen's temperature falling outside the prescribed range.

13. Immediately after the specimen is collected, the collection facility employee conducting the test also shall inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted in the permanent record book.
14. All specimens suspected of being adulterated shall be tested for adulteration.
15. Whenever there is reason to believe that a particular individual may alter or substitute the specimen to be provided, a second specimen shall be obtained as soon as possible under the direct observation of a qualified collection facility employee of the same gender.
16. The Human Resources Department shall be consulted and shall review and concur in advance with any decision by the collection facility employee conducting the test to obtain a specimen under the direct observation of a qualified collection facility employee of the same gender.
17. The collector, in the presence of the donor, shall pour the urine from the collection container into two specimen bottles labeled Bottle A and Bottle B. The collector shall pour at least 30 mL of urine into Bottle A and at least 15 mL into Bottle B, and then cap each bottle.
18. In the presence of the donor, the collector shall place a tamper-evident label/seal over each specimen bottle cap. The collection facility employee conducting the test shall place securely on the specimen containers an identification label that contains the date and the individual's specimen number. Both the individual being tested and the collection facility employee conducting the test shall keep the specimen in view at all times prior to its being sealed and labeled.
19. The collection facility employee conducting the test and the individual shall be present at the same time during the procedures outlined in paragraphs 1 through 18 above.
20. The individual shall initial the identification label on the specimen container for the purpose of certifying that it is the specimen collected from him or her.
21. The collection facility employee conducting the test shall enter in the permanent record book all information identifying the specimen and shall sign the permanent record book next to the identifying information.
22. The individual shall be asked to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is in fact the specimen that he or she provided.
23. The collection facility employee conducting the test shall complete a chain of custody form in substantially the same form as the sample chain of custody form attached to these procedures.

24. The urine specimen and chain of custody form are now ready for transfer to a laboratory facility for analysis. If the specimen is not immediately prepared for transfer, it shall be appropriately safeguarded during temporary storage.
25. While any part of the above chain of custody procedures is being performed, the specimen and custody documents shall be under the control of the collection facility employee conducting the test.
26. The collection facility employee conducting the test shall arrange to transfer the collected specimens to the testing laboratory. The specimens shall be placed in containers designed to minimize the possibility of damage during transfer. The containers shall be securely sealed to eliminate the possibility of undetected tampering. On the tape sealing the container, the collection facility employee conducting the test shall sign and enter the time and date on which the specimens were sealed in the containers for transfer. The collection facility employee conducting the test shall ensure that the chain of custody documentation is attached to each container sealed for transfer to the testing laboratory.

H. Blood Specimen for Alcohol Testing. An employee who is required to submit to alcohol testing shall provide a blood sample in accordance with Paragraphs G.1, 3, and 19-26 of these procedures.

I. Confidentiality. All specimens tested under Global Spectrum's Substance Abuse Policy shall be tested only for the presence of drugs and/or alcohol.

SUBSTANCE ABUSE POLICY

POLICY STATEMENT

Employees are the most valuable resource of Global Spectrum and for that reason their health and safety is of paramount concern. Global Spectrum will not tolerate any drug or alcohol use, which imperils the health and well-being of its employees or threatens its business.

Employees have the right to work in an alcohol-free and drug-free environment and to work with persons free from the effects of drugs. Global Spectrum is committed to maintaining a safe workplace free from the influence of alcohol and drugs.

Therefore, Global Spectrum and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada ("IATSE" or the "Union") recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of employees, the general public, and Global Spectrum's customers. As part of the effort to achieve this goal, Global Spectrum must require that its work be performed by employees who do not use illegal drugs or misuse controlled substances and/or alcohol as follows:

DEFINITIONS

1. **"Drugs"** are any controlled substance as defined by federal law. Drugs also includes prescription medication when it is being used illegally or not used in accordance with the lawful purpose for which it was prescribed.
2. **"Alcohol"** includes beer, wine, hard liquor and any other distilled spirit.

PROHIBITED CONDUCT

Except as provided below, Global Spectrum prohibits the following activities on Global Spectrum's property, on Global Spectrum's time (including break and meal periods), in Global Spectrum's vehicles, or at Global Spectrum-sponsored events:

1. The unlawful manufacture, distribution, dispensing, sale, possession or use of drugs and being under the influence of drugs or any other controlled substance (except for "Prescribed Medication" - see below); and
2. The unauthorized distribution, sale, possession or use of alcohol and being under the influence of alcohol, with the exception of certain company-sponsored events for which Global Spectrum management has approved in advance the service and consumption of alcohol; and

SCOPE OF POLICY

This policy applies to all employees of Global Spectrum covered by the collective bargaining agreement with IATSE.

TESTING PROVISIONS

1. New Hire Testing: Given the nature of Global Spectrum's business, applicant testing makes little sense. In lieu of applicant testing, Global Spectrum will conduct a drug test of each employee who has reached a 400-hour threshold of hours of actual work for the organization since his/her date of hire. Each such employee shall be required to pass the drug test before returning his/her job duties and to sign a form consenting to the testing and the release of the test results to Global Spectrum.
2. Objective Reasonable Basis Testing of Employees: If Global Spectrum has an objective reasonable basis to believe that an employee is impaired and/or is under the influence of a drug or alcohol, Global Spectrum may require that, as a condition of continued employment, an employee submit a urine and/or blood sample for testing and sign a form consenting to the testing and the release of the results to Global Spectrum.
3. Post Work-Related Injury or Accident: When an injury or accident occurs that meets the criteria below, Global Spectrum may require that, as a condition of continued employment, an employee who is involved in the accident submit a urine and/or blood sample for testing and sign a form consenting to the testing and the release of the results to Global Spectrum. Such testing will take place only if the accident resulted in death, injury requiring medical treatment other than basic first aid, or property damage estimated to exceed \$1,000.00.
4. Legally Required Testing: Global Spectrum will test applicants/employees under any other circumstances required by law, e.g., DOT testing regulations.

PROCEDURES

1. Prior to testing Global Spectrum will attempt to notify the employee's shop steward. Upon request of the employee, Global Spectrum will permit the employee to have union representation at a pre-testing interview (i.e. Weingarten right).
2. Before the test occurs, an employee/applicant will be required to sign a consent form, and as part of that form, will be given the opportunity to list any prescription and nonprescription drugs he/she has used in the last 30 days that may impact the outcome of the test and to explain the circumstances surrounding their use for purposes of determining if such use may interfere with reliable test results. This is voluntary on the part of the employee/applicant.
3. All samples will be tested by a qualified outside laboratory and in accordance with Global Spectrum's Drug and Alcohol Testing Procedures attached as Appendix A to this policy. These Testing Procedures are intended to follow generally the testing procedures established pursuant to the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing, effective on October 1, 2010. Such procedures are intended to ensure that specimen collection is accomplished in a manner compatible with employee dignity and privacy. There will be no strip searches or direct observation of specimen collection, except as provided in Paragraphs G.12, G.15 and G.16 of the Testing Procedures. If the test produces a positive result, a second

confirmatory test will be conducted as soon as feasible. The initial and confirmatory testing shall be done at Global Spectrum's expense.

4. The laboratory shall preserve a sufficient aliquot specimen (a "split sample") as to permit independent confirmatory testing by the employee and follow-up re-analysis at the request of the employee. Any re-analysis performed will be done on the original split-sample provided. The employee may request a re-analysis within three (3) working days from notice of a positive test result. Additionally or as an alternative, the employee may have the sample tested at a certified laboratory of his or her choice, provided that the retest complies with the Testing Procedures, including confirmatory reason.

If the retest (whether at the same lab or at a lab of the employee's choice) is positive, the results of the Test will be considered positive. If the retest is performed at the same lab and the result of the retest is negative, the negative result will be accepted by Global Spectrum. If the retest is performed at a laboratory of the employee's choice and the results of the retest are negative, Global reserves the right to rely exclusively on its own lab's results. All additional testing at the employee's request will be at the expense of the employee.

5. Global Spectrum will maintain the confidentiality of the testing and reporting process in files that are separate from personnel files, and limit disclosure of that information on a need-to-know basis.
6. In the case of an employee, time spent undertaking a drug and/or alcohol test will not be treated as time worked unless the employee tests negative, in which case Global Spectrum will compensate the employee for missed work time at the appropriate wage rate.

TREATMENT AND COUNSELING

1. Early recognition and treatment of alcohol or drug abuse is important for successful rehabilitation, economic return to Global Spectrum and reduced personal, family and social disruption. Global Spectrum encourages the earliest possible diagnosis and treatment for alcohol or drug abuse. Global Spectrum supports sound treatment efforts. However, the decision to seek diagnosis and accept treatment for alcohol or drug abuse is primarily the individual employee's responsibility.
2. Employees who have worked a minimum of 400 hours for Global Spectrum are eligible to participate in the Employee Assistance Program (EAP - see Policy #50 I- F). Employees with personal alcohol or drug problems may request assistance from the EAP which will provide assistance and refer the employee to the appropriate treatment and counseling services. If necessary, Global Spectrum will determine whether the employee's job assignment will be temporarily changed during a period of treatment or counseling.

3. Although it is Global Spectrum's policy to encourage employees to request assistance voluntarily and to assist employees in overcoming substance abuse problems, voluntary requests for assistance will not prevent Global Spectrum from imposing disciplinary action for a violation of any provision of this or any other employment policy. Rather, the decision to seek treatment voluntarily will be one factor that Global Spectrum considers if disciplinary action otherwise would be taken.
4. Any expenses associated with treatment that are not covered by the employee's health insurance will be the responsibility of the employee.
5. Following successful rehabilitation, an employee who has returned to the workplace will be subject to periodic drug/alcohol testing for a period of one (1) year. The employee will be tested at least one (1) time during that one (1) year period without prior notice.
6. No term in this policy waives rights or obligations under the Family and Medical Leave Act, the Americans with Disabilities Act, and/or any other applicable state or federal law.

PRESCRIPTION MEDICATION

An employee undergoing prescribed medical treatment involving any medication that may alter the employee's physical or mental ability to perform his or her job and/or pose a threat to the health or safety of the employee or others in the workplace must report the treatment to his/her General Manager who, in consultation with the Human Resources Department, will facilitate a determination of whether the employee's job assignment will be changed temporarily during the period of treatment.

DISCIPLINARY ACTION

Upon a violation of this policy, a refusal to submit or consent to a drug and/or alcohol test, or a positive test result, the employee may be subject to disciplinary action where just cause for such action exists, up to and including termination. Global Spectrum may require, as a condition of continued employment and/or in lieu of other discipline, the employee's participation in a treatment and counseling program for drug and/or alcohol abuse.

DISPUTES

Any disputes arising under this Substance Abuse Policy shall be resolved through the grievance and arbitration procedure set forth in the parties' collective bargaining agreement; provided, however, that disputes involving the FMLA or ADA under Section 6 of "Treatment and Counseling" shall not be grievable or arbitrable.