

COLLECTIVE BARGAINING AGREEMENT

This Agreement is made by and between **Audio Visual Services Group d/b/a PSAV Presentation Services**, 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 locale in which the Employer and the Union enter into this Agreement, 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, and under all applicable legislation in Canada, of the Employer's Hotel Division and Premier Global Events (PGE) employees for each such locale in the bargaining unit listed below in Section 1.02 of this Agreement.
- 1.02 This Agreement shall apply only to casual and part time stagehands and audio visual employees referred by the Union for employment with the Employer throughout the United States and Canada. Where there is a pre-existing collective bargaining agreement with an affiliated local union of the Union, the pre-existing agreement shall govern the work performed unless the Employer and the Union agree in writing that this Agreement should apply in whole or in part. Full time, part time and freelance employees, and all other employees of the Employer, are excluded from the bargaining unit and are not considered to be employees covered by this Agreement.
- 1.021 The wages, benefits and other terms of employment for locales added to this Agreement shall be included in Addendum A. The Employer and the Union may add additional locales during the term of the Agreement by mutual consent.
- 1.022 The Employer shall have the ability to utilize its regularly scheduled full and part time staff employees to perform bargaining unit work at each hotel property where the Employer is contracted as the preferred in-house AV provider.
- 1.023 Any facility agreements, including jurisdictional agreements held by local unions, that are in conflict with this Agreement shall be identified in Addendum A hereto. Otherwise, this Agreement shall cover all work performed at such locations.
- 1.03 There is no exclusive agreement between PSAV with a labor contractor, Payroll Company, or like entity in the United States and Canada that requires PSAV to use their labor rather than Union labor. Should such an agreement exist, 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.

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, including but not limited to safety 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; 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 such employees, as a condition of their continued employment under this Agreement, 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 audio visual bargaining unit work shall be performed by qualified workers assigned by the appropriate Local Union through its job referral procedure to the extent that the Local Union has qualified workers available. This is a non-exclusive hiring hall relationship unless indicated otherwise in Addendum A. It is the intent of the Employer to become more reliant on local union labor as a supplement to its regular full-time staff employees and regular part-time staff employees as each local union strengthens the depth and quality of its workforce.

4.011 Full-time staff employees are defined as non-bargaining unit employees who are employed an average of at least 30 hours per week doing bargaining unit work. Regular part-time employees are defined as those employees who have worked an average of 20 hours per week in the prior year or are scheduled to work that amount of hours in the current year.

4.012 The Employer agrees that the Local Union shall be the exclusive secondary source for rigging employees for all events held in PSAV hotels, after the Employer uses its regular full-time and regular part-time staff employees.

- 4.013 The Employer agrees that the Local Union shall be the exclusive primary source for rigging employees for all events held in venues other than PSAV hotels; except, the Employer may use its regular full-time Convention Center employees in Convention Centers where the Employer is the preferred in-house provider.
- 4.014 If the Employer determines that a Local Union is not providing qualified riggers, the Employer may suspend its use of any local's Riggers pending continued bargaining over this section of the Agreement for negotiations regarding the Local Union's status as a primary or secondary source for riggers. The Employer will notify the International Union that a problem is developing with a local prior to suspension and the parties will work to correct the problem.
- 4.02 The Employer, in its sole and absolute discretion, shall determine the qualifications of workers referred by the Union. The qualifications of referents will be evaluated for each local union as the Agreement is implemented in each locale. 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. If the Employer notifies the Union office of its labor needs more than one week in advance of call times, the Union agrees to notify the Employer within seven calendar days if it will be unable to fill the call.
- 4.03 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 ETCP and Infocomm certifications as well as contact information for the same. The Union recognizes that the Employer is relying on the assurance of any referent's acceptance of direct call CBN employment and as such, the Union will monitor the employee's compliance with this commitment. In the event a direct call CBN employee fails to appear for work as agreed without good cause, the Union and the Employer agree that such employee shall be ineligible to work for the Employer for a period of three months. In the event of a second offense within a twelve month period, then the employee shall be ineligible to work for the Employer for a period of one year.
- 4.031 ETCP riggers and electricians and InfoComm Certified Technology Specialists will be given preference of employment by the Employer and the Union, regardless of local union hiring hall provisions, when calls are being filled in the respective classifications, provided they are qualified to perform the required work. These employees will be the last employees cut from calls in the hall or venue they are working in, after taking qualifications and continuity of the work in progress into consideration.
- 4.04 With respect to highly 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. The Employer shall not utilize this provision to reduce the jurisdiction of the Union, and the Union

shall not unreasonably deny permission to utilize these employees. This provision does not override Section 4.01.

- 4.05 The Local Union Business Representative must be notified 24 hours in advance of the cancellation of a work call. If a call is cancelled within the 24 hour period, then the scheduled employees shall be paid for a minimum call at the appropriate wage rate. The Employer shall not have to pay the minimum call payment when the call is cancelled due to fire, flood, hurricanes, or other acts of nature or if the client cancels the event.

Article 5 - Job Steward

- 5.01 The Union shall appoint all Job Stewards. Each event 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. The Job Steward shall receive the Tech 2 rate of pay if the number of employees on the call equals two or more.

- 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. In pursuing his responsibilities, the Job Steward shall not disrupt his own work assignments, the work assignments of other employees or the event and shall adhere to all rules, regulations and policies of the Employer applicable generally to its personnel.

- 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 with a confirmation of such repudiation 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) calendar days of the conclusion of Step 1. The Employer shall issue a written response to the grievance within fourteen (14) calendar 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 listed below and defined in Addendum B.

8.02 Tech 1: High Rigger, Technical Director, Video Engineer (V1), Audio Engineer (A1), Lighting Engineer (L1), IT Engineer (IT1), 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), Camera Operator, Department Heads/Leads, Video Wall Technician, Teleprompters, Bucket Rigger, Ground Rigger, Job Steward, Spot Operator, Hairdresser, Make-Up Artist.

8.04 Tech 3: Audio Visual Technician, Truck loader, Forklift Operator.

8.05 Tech 4: Stage Technicians, Wardrobe Attendants.

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 the employee is required to unload. 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.

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 agreed wage rate for each job classification. Wage rates will be specified in Addendum A for each local union. The wage rates in this Agreement are minimum rates and the Employer may pay higher rates to select employees at its sole discretion.

9.02 ETCP certified riggers and SPRAT/IRATA certified riggers ("certified riggers") on high-steel rigging calls will have two dollars (\$2.00) per hour added to their base hourly straight time rate. This premium will only apply on work calls when performing the job duties of the certification of high-rigging calls. Certified riggers must carry proof of certification at all times when on the job. The Union will provide at least one certified rigger for each 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.

9.022 For the purposes of this Agreement, the following criteria will be utilized to determine the application of this Section 9.02:

- (a) A rigging "call" shall only be applicable when hoists and overhead truss are being installed or removed.
- (b) Crank-up ground supported lighting trees do not constitute a rigging call.
- (c) For high-steel rigging calls a rigging crew shall consist of three riggers (two high, one ground). For bucket rigging calls, a rigging crew shall consist of two riggers (one high, one ground).

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 straight time 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, Christmas Day, and New Year's Eve Day.

9.05 There shall be no pyramiding of overtime or premium rates for purposes of overtime and premium pay 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, and the Union shall not unreasonably withhold its consent. If an employee, including riggers, has completed the assigned tasks but time still remains on his minimum call, the Employer may assign the employee to perform other bargaining unit work, provided the employee's prevailing rate of pay is not reduced.

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 in excess of five minutes.

9.08 The minimum call shall be four (4) hours at the prevailing hourly rate for all employees.

9.09 All employees shall have a meal break of one (1) hour duration after five (5) hours of work, but not sooner than the third hour of work, or double the prevailing rate will be paid until a meal break is given. Employees shall be guaranteed a minimum of two (2) hours pay when returning from a one-hour meal break. 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. Employees required to remain at their station during the running of a show shall remain on the clock and shall receive (1) additional hour of straight time while being rotated from, or fed at their station. This scenario may only be utilized once per day per employee. Crews may be split for meal breaks without penalty.

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 by being sent home. If, due to unforeseen circumstances, an employee works more than six hours 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, provided that no interim breaks (cell phone, smoking breaks) have occurred since commencement of the workday. The Steward shall be responsible for coordinating these 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, 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.

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.

10.021 All contributions to the Canadian National Health and Welfare Plan and the Canadian Retirement Plan shall be made by check 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 on 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 B.

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.

10.031 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.

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 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 request for voluntary wage assignment on the proper form provided by the IATSE Annuity Fund.

10.051 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 request for voluntary wage assignment on the proper form provided by the Retirement Plan.

10.06 The Employer agrees to review the terms and conditions of the local union Trust Agreements found in Addendum A and to execute all documents necessary to support contributions to those funds if required by those funds.

Article 11 – Training

11.01 In addition to contributions to local union training trust funds in Addendum A, the Employer agrees to contribute the following percentage of gross wages earned by all employees to the IATSE Entertainment and Exhibition Industries Training Trust Fund.

	<u>4/1/16</u>	<u>4/1/17</u>	<u>4/1/18</u>	<u>4/1/19</u>	<u>4/1/20</u>	<u>4/1/21</u>
Training	0.6%	1.2%	1.3%	1.4%	1.5%	1.6%

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 - Miscellaneous

12.01 The pay week shall begin on Monday and end on Sunday. The Employer shall pay not later than every two weeks, unless Federal, State or Local laws have more stringent requirements. Subject to the requirements of Section 5.05, the Union steward shall be required to provide the payroll to the Employer at the end of each call. The Union shall encourage all employees covered by this Agreement to participate in direct deposit. In the absence of direct deposit, the Employer shall be required only to mail the paycheck to the employee on the date payroll is due. The Employer shall submit an accounting report with the payroll checks which shall include the name of each employee, social security 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 pay period following verification of the error.

12.011 At the end of each tax year, the Union consents on behalf of its employees to the electronic distribution of year-end financial records including but not limited to W-2 statements, provided the Employer disseminates in writing all information necessary to access the electronic systems for such information.

12.012 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.

12.02 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.

12.03 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.

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

- 12.05 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 deduction will be specified in Addendum A for each Local Union. 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.
- 12.06 Subject to Section 4.01, 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.
- 12.07 In the event a question arises as to how to treat a particular condition not specifically covered in this Agreement, it is understood and agreed that the practice and precedent established with the Employer in the locale in question shall prevail until such time as the Union and the Employer negotiate a resolution in writing.
- 12.08 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.
- 12.09 Employees are not permitted to use cell phones, Bluetooth devices, Walkman radios, CD players, MP3 players or similar devices while actively employed, except during rest breaks or meal breaks, unless they have the Employer's permission. This section shall not apply to Primary/Assigned Job Stewards or Union representatives if s/he is using such equipment to conduct union business. It is understood by all parties that employees who are using an electronic device in violation of this provision shall be subject to discipline, up to and including immediate termination.

Article 13 - Dress Code

- 13.01 Employees will meet the Employer's standards for grooming and dress attire as indicated below or as otherwise determined by the Employer based on the dress code provided by each client. The Employer will provide a written dress code for any particular property that differs from the dress code below. In the event a specific dress code exists for a property, the specific dress code must be followed. The Union will assist the Employer in the enforcement of this code.
- 13.02 Regular blacks are acceptable on move-in and move-out days only. Dress blacks shall be worn on show opening and closing days, as well as all other show days. Depending on the customer's wishes, a jacket and tie may be required on show days. Jacket and tie requirements will be communicated when the call is placed with the local union. Collarless shirts, caps, and hats are prohibited. Sunglasses shall not be worn indoors.
- 13.03 Employees are not to wear clothing or identification of an employer who is not their present employer. Employees will be allowed to wear apparel with IATSE insignia, local union insignia or Employer insignia, but understand and appreciate that the Employer may, at times, request

such insignia not be worn. The Union shall comply with such requests, provided they are not unreasonably frequent.

13.04 Any employee rejected or sent home due to a dress code violation will not be eligible to work for the remainder of that event, but, at the Employer's discretion, will be eligible to work the next event provided grooming and dress code standards are met. A second dress code violation will be cause for discharge. In the event the employee is sent home due to a dress code violation, the employee will be paid at the Tech 4 rate and will only be paid for actual hours worked.

Article 14 - Term of Agreement

14.01 This Agreement, including Addenda A, B, and C, is to be in force and binding on the parties hereto from the 1st day of April, 2016 to the 31st day of March, 2022, 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

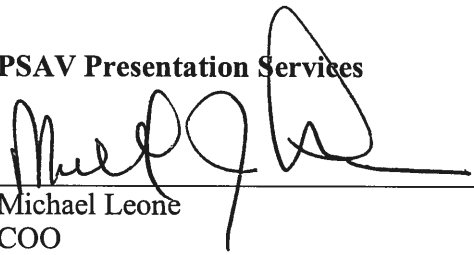
William Gearn

Digitally signed by William Gearn
DN: c=US, cn=William Gearn,
email=bgearn@msn.com
Date: 2017.12.29 12:32:20 -05'00'

William E. Gearn Jr.
International Vice President

Date: _____

PSAV Presentation Services


Michael Leone
COO

Date: 1/10/18

ADDENDUM A
LOCAL UNION WAGE RATES AND CONDITIONS

The Employer agrees to pay the wages, benefits and conditions indicated below for each local union covered by the Master Agreement. The method of paying contributions to local union benefit funds will be indicated in this Addendum on a local by local basis, where applicable. The overtime, working conditions and all other provisions in the Master Agreement will be in effect in each local union unless specified otherwise in this Addendum.

The increase in the wage/benefit package for each local union shall be 3% per year effective on April 1, 2017 (not retroactive); April 1, 2018; April 1, 2019; April 1, 2020; and April 1, 2021. No more than 2.5% may be allocated to wages in any year. Each local union shall determine the allocation to its respective benefit funds at its discretion as indicated below.

Employees of the following locals shall receive a one-time wage/benefit bonus payment for all hours worked from April 1, 2016 to the effective date of this agreement equivalent to a 3% increase in the wage/benefit package with 2.5% allocated to wages. The remainder shall be allocated to the International Training Trust. The local unions are: Denver Local 7, Minneapolis Local 13, Seattle Local 15, San Antonio Local 76, Salt Lake City Local 99, Phoenix Local 336, Orlando Local 631 and Hawaii Local 665. The Employer will submit a bonus payroll report to each local union indicating the basis for each employee's pay.

The Hotel Rate indicated below shall apply at each hotel property where the Employer is contracted as the preferred in-house AV provider. The PGE Rate indicated below shall apply for all other events at venues other than PSAV hotels, such as convention centers, arenas and stadiums.

Local One New York, NY

- 1.05 The jurisdiction of Local One shall include Manhattan, the Bronx, Staten Island, Westchester and Putnam Counties and Nassau and Suffolk Counties of Long Island.
- 3.01 The Union Security article shall not apply.
- 4.01 The Employer and the Union agree that this Agreement will only apply to rigging and that Local One shall be the exclusive source of rigging employees for rigging calls at PSAV hotels.
- 4.014 During the first two years of this Agreement, if the Employer determines that the Local Union is not providing qualified employees, the Employer may submit the issue of the Local Union's status as the exclusive source of employees to the arbitration procedure.
- 4.05 There must be a twenty-four (24) hour notice for a call cancellation. If timely notice isn't given, then employees will be paid for an eight-hour minimum call.

9.011 The Lead Tech 1 Rigger will have \$4.55 added to the straight time hourly rate. The Lead Tech 2 Rigger will have \$2.27 added to the straight time hourly rate. The Steward will have \$1.15 added to the Tech 2 straight time hourly rate. Camera operators shall be paid at the Tech 1 rate. A Flyman shall be paid at the Tech 3 rate.

10.06 The Employer agrees to contribute the following percentage of gross wages earned by all employees to the IATSE National Health and Welfare Fund and to the IATSE National Annuity Fund.

	<u>4/1/16</u>	<u>4/1/17</u>	<u>4/1/18</u>	<u>4/1/19</u>	<u>4/1/20</u>	<u>4/1/21</u>
H&W	14%	14%	14.5%	15%	15.5%	16%
Annuity	10%	10%	10%	10%	10%	10%

13.041 The work assessment fee shall be four percent (4%) of gross wages. The work assessment fee shall be made out to “IATSE Local 631 General Fund” and sent to IATSE Local 631, 5385 Conroy Road, Suite 200, Orlando, FL 32811-3719.

Local 665 State of Hawaii

4.01 The provisions of Section 4.01 notwithstanding, IATSE Local 665 will be the single source for part-time employees to perform bargaining unit work beyond the work performed by the Employer’s regular full-time staff employees and regular part-time staff employees provided, that IATSE Local 665 can furnish the needed skill sets.

9.01 Employees will be paid in accordance with the following schedule for hours worked:

	<u>4/1/16</u>	<u>4/1/17</u>	<u>4/1/18</u>	<u>4/1/19</u>	<u>4/1/20</u>	<u>4/1/21</u>
Tech 1	45.47	46.61	47.77	48.97	50.19	51.45
Tech 2	35.84	36.74	37.65	38.60	39.56	40.55
Tech 3	32.49	33.30	34.13	34.99	35.86	36.76
Tech 4	31.05	31.83	32.62	33.44	34.27	35.13
Tech 1 Rigger	42.93	44.00	45.10	46.23	47.39	48.57
Tech 2 Rigger	38.69	39.66	40.65	41.66	42.71	43.77

9.04 (d) The following additional holidays shall apply in Hawaii: Kamehameha Day (June 11) and Admission Day (August 21).

10.06 The Employer agrees to contribute the following percentage of gross wages earned by all employees to the IATSE Local 665 Health and Welfare Trust Fund, the IATSE Local 665 Annuity Trust Fund, the IATSE Local 665 Training Trust Fund, and the IATSE National Pension Fund.

	<u>4/1/16</u>	<u>4/1/17</u>	<u>4/1/18</u>	<u>4/1/19</u>	<u>4/1/20</u>	<u>4/1/21</u>
H&W	15%	15%	15%	15.5%	16%	16%
Pension	4%	4%	4%	4%	4%	4%
Annuity	10%	10%	10%	10%	10%	10.5%

10.07 The Health and Welfare and Annuity contributions shall be made by check payable to the “IATSE Local 665 Health and Welfare Fund” and the “IATSE Local 665 Annuity Fund” , respectively, no

later than the 10th day of each month for all employment during the preceding month on which contributions were payable. Health and Welfare and Annuity contributions shall be sent to IATSE Local 665, 501 Sumner Street, Suite 605, Honolulu, HI 96817.

13.041 The work assessment fee shall be three percent (3%) of gross wages and of vacation benefit contributions. The work assessment fee shall be made out to “IATSE Local 665 General Fund” and sent to IATSE Local 665, 501 Sumner Street, Suite 605, Honolulu, HI 96817

Local 834 Atlanta, GA

9.01 Employees will be paid in accordance with the following schedule for all hours worked:

	<u>4/1/16</u>	<u>4/1/17</u>	<u>4/1/18</u>	<u>4/1/19</u>	<u>4/1/20</u>	<u>4/1/21</u>
Tech 1	30.00	30.75	31.52	32.31	33.11	33.94
Tech 2	24.17	24.77	25.39	26.03	26.68	27.35
Tech 3	23.33	23.91	24.51	25.12	25.75	26.40
Tech 4	18.90	19.37	19.86	20.35	20.86	21.38
Tech 1 Rigger	28.25	28.96	29.68	30.42	31.18	31.96
Tech 2 Rigger	26.00	26.65	27.32	28.00	28.70	29.42

10.06 The Employer agrees to contribute the following percentage of gross wages earned by all employees to the IATSE National Health and Welfare Fund and the IATSE Atlanta Annuity Fund.

	<u>4/1/16</u>	<u>4/1/17</u>	<u>4/1/18</u>	<u>4/1/19</u>	<u>4/1/20</u>	<u>4/1/21</u>
H&W	13%	13%	13.5%	14%	14.5%	15%
Annuity	7%	7%	7%	7%	7%	7%

10.07 The IATSE Atlanta Annuity Fund contributions shall be made by check payable to the “IATSE Atlanta Annuity Fund” no later than the 10th day of each month for all employment during the preceding month on which contributions were payable. Annuity contributions shall be sent to IATSE Local 834, 500 Bishop Street NW, Suite F-1, Atlanta, GA 30540.

13.041 The work assessment fee shall be five percent (5%) of gross wages. The work assessment fee check shall be payable to “IATSE Local 834 General Fund” and sent to IATSE Local 834, 500 Bishop Street NW, Suite F-1, Atlanta, GA 30540.

Local 927 Atlanta, GA

9.01 Employees will be paid in accordance with the following schedule for all hours worked:

	<u>4/1/16</u>	<u>4/1/17</u>	<u>4/1/18</u>	<u>4/1/19</u>	<u>4/1/20</u>	<u>4/1/21</u>
Tech 1	30.00	30.75	31.52	32.31	33.11	33.94
Tech 2	24.17	24.77	25.39	26.03	26.68	27.35
Tech 3	23.33	23.91	24.51	25.12	25.75	26.40
Tech 4	18.90	19.37	19.86	20.35	20.86	21.38
Tech 1 Rigger	28.25	28.96	29.68	30.42	31.18	31.96
Tech 2 Rigger	26.00	26.65	27.32	28.00	28.70	29.42

**ADDENDUM C
AUDIO VISUAL SKILL SETS**

Tech 1				
<u>Audio Engineer (A1)</u>	<u>Video Engineer (V1)</u>	<u>Lighting Engineer (L1)</u>	<u>IT Engineer (IT1)</u>	<u>Projection (P1)</u>
<i>Engineering - Analog and Digital Consoles & Systems</i>	<i>Engineering - Large format Production Switchers and Video Systems</i>	<i>Program & Operate Intelligent Lighting Control Boards & Systems</i>	<i>Advanced Networking Knowledge (Creation/Setup/ Configuration)</i>	<i>Programming Large Venue Display Technology</i>
System Design and Troubleshooting	Encore, & Spyder etc.. Programmer	Advanced Electrical Knowledge	Graphics Generation	Stacked or Blended Projection
Line Arrays/Triamp Systems	Large Venue Cameras	Lighting Control signals	PPT Generation	System Design
Wireless Microphone Systems & Frequency Management	Multi-Camera, Multi-input Switching	Performs Electrical Tie-in, Metering & Distribution of 3 Phase Power	Network Design	Projection Mapping
Audio Recording - Analog, Digital & Hard Disk Recording	Calls Multi-Camera Shoot	Calls Lighting Focus	Knowledge of Network Subnets, VLANS, IP Routing	Video Signal Distribution
CAD Design Audio System Plot & Layout	CAD Design Video System & Layout	CAD Design Lighting Plot	Advanced Post Production Skills (Multi Media Editing)	LED/Video Wall Programmer
Audio Processing	Video Signal Distribution and Integration	Patch & Program Dimming Systems	Computer re-image (Ghosting)	Power Distribution -Metering
Theatrical Rigging related to flown Audio Systems	Theatrical Rigging Practices (Flying Projectors & Screens)	Knowledge of Theatrical Rigging Practices	Client Speaker Ready System Operation & Integration	Theatrical Rigging Practices (Flying Projectors & Screens)

Tech 2				
<u>Audio Assist (A2)</u>	<u>Video Assist (V2)</u>	<u>Lighting Assist (L2)</u>	<u>IT Assist (IT2)</u>	<u>Projection (P2)</u>
<i>Knowledge of Analog and Digital Consoles & Systems</i>	<i>Small-format Multi-input Switchers</i>	<i>Board Operator</i>	<i>Basic Networking Setup Printers, HSIA (Routers),</i>	<i>Programming Mid-format Display Technology</i>
Wireless Microphone System Management	Single Screen Projection	Follow Spot Operator	OS Troubleshooting (Operating Systems)	Single Screen Projection
Communication System Management	Single Scaler - Seamless Switcher, Scan Converter	Basic Electrical Knowledge	Speaker Ready	Signal Types
Audio Recording - Analog, Digital & Hard Disk Recording	Video Playback & Record	Hang & Focus Truss Instruments, Read Lighting Plot	Graphics Operator	Led/Video Wall Assistant
Audio Processing	Set up Broadcast Cameras	Specialized Lighting (Color Blast, Balloon Lights)	Basic Network Troubleshooting	Standard Video/Audio Cables & Connectors
Audio Signal Distribution	Camera Operator	Advanced Cabling (Socopex, DMX etc..)	Wireless Networking/Setting Knowledge	Video Signal Distribution
Power Distribution	Power Distribution	Power Distribution	Bandwidth knowledge and limitations	Power Distribution

**ADDENDUM C
AUDIO VISUAL SKILL SETS**

Tech 3 - Audio Visual Technician (All columns)				
<u>Audio</u>	<u>Video</u>	<u>Lighting</u>	<u>IT</u>	<u>Projection (P3)</u>
<i>Small-format Audio Systems</i>	<i>Small-format Video Systems</i>	<i>Lighting Assistant</i>	<i>IP Addressing knowledge (Subnets/Gateways)</i>	<i>Small-venue Display Technology</i>
Analog Audio Consoles (4-16 channel)	Meeting Room LCD Projection	Up lights (Par 64)	LCD Interface	Projector Alignment to Screens
Wireless microphones	Camcorder/DVD Cam (Record and Playback)	GELS/GOBOS	USB Switching	Signal Flow & Distribution
Powered Speaker Systems/Mixers	Passive Switch	Podium Lighting Kits	Loading Apps/Drives	Standard Video/Audio Cables & Connectors
Audio Recording Press Box	Signal Flow & Distribution	Basic Focus (DMX, XLR Edison)	Basic MS Office (Excel, Word, PPT)	Interfaces
Signal types and System gain	Signal Types	Basic Dimming (Leprecon 6Pac)	Knowledge of DHCP/Static Addressing	
Push to Talk Systems	Standard Video/Audio Cables & Connectors	Conventional Fixture Light Tree	IP Address Set Up in Windows OS/Network Printers	
Audio cable and connectors types	Interfaces	Read Lighting Plot	Switches/Hubs/WAPS	
System gain and EQ	Brand Standards	Brand Standards	Brand Standards	Brand Standards