

**I.A.T.S.E
EXHIBITION EMPLOYEES
LOCAL 834**



**EAC EMPLOYEES
COLLECTIVE BARGAINING AGREEMENT**

December 16, 2021 – December 15, 2024

Global Experience Specialist, Inc.

EXHIBITOR APPOINTED CONTRACTOR COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into between the International Alliance Of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO-CLC and Local 834, IATSE hereinafter referred to as the "Union" and the Global Experience Specialists, Inc. formerly known as David H. Gibson Co. DBA Exposervices USA , hereinafter referred to as the "Employer".

Article 1: Recognition

1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining representative of all employees employed by the Employer in the Atlanta standard metropolitan statistical area in the following bargaining unit:

All employees employed by the Employer on a part-time, per-diem, or casual basis, including all employees employed in exhibition and display work, decorating, carpet laying, floor marking, sign hanging, pipe and drape, exhibit installation, and dismantling whether Employer-or exhibitor-owned, sign rigging, use of chain hoist motors, lighting and truss, lighting and A/V technicians, forklift, unloading and loading trucks with employers equipment and other equipment operations, and general labor, but excluding all employees engaged in truck driving and freight operations, all professional employees, salesperson, customer service representatives, graphics production employees, empty handlers, show carpet cleaners, crane operators, office clerical employees, guards, and supervisors.

1.02 The Employer extends exclusive recognition to the Union under this Agreement based upon proof having been sufficiently demonstrated to the Employer that the Union represents a majority of employees in the above-described bargaining unit, such proof having consisted of the Union's presentation of authorization cards to a neutral, mutually-selected third-party signed by a majority of employees in the above-described unit.

1.03 This Agreement covers all work performed by or on behalf of the Employer in the production of conventions and trade shows in the Atlanta SMSA. Such work shall be in accordance with the wages, hours, and terms and conditions of employment set forth in this Agreement. This agreement extends to the Staff employees described in Section 1.031.

1.031 This Agreement does not extend to transportation or warehouse handling of freight and empties. This Agreement does not prohibit the assignment of Staff employees to do any work in the exposition field. Should more than ten (10) of said individuals be required on any call, the Employer will request one worker from the Union for each of the additional Staff employees. A Staff employee shall be considered to be exclusive to the employer.

- 1.032 Upon reaching the employment threshold, as found in 1.031, after which the hiring hall must be used, the second employee referred and designated shall be appointed the Steward by the Union. The Steward shall also serve as the Steward for the Staff employees and the Union reserves the right to appoint a Steward from among the Staff employees.
- 1.033 When necessary, out-of-town Staff employees may work within the jurisdiction of the local union in a one union to one out-of-town Staff employee ratio of the total call.
- 1.034 Other provisions of this Agreement notwithstanding, Staff employees shall continue to be covered by the rest break, meal break and minimum call provisions in effect at the execution of this Agreement until such time that the Employer and the Union negotiate any changes in writing.
- 1.035 The Employer will provide to the Union a list of its Staff employees. The Employer will advise the Union of the Staff employees and requested employees who have been notified and confirmed when placing the original call.

Article 2: Hiring and Referral Procedure

- 2.01 The Employer grants to the Union the sole and exclusive right to refer employees to perform work covered by this Agreement.
- 2.02 Request by Name: On any call, the Employer shall have the right to request by name from the Union's Journeyman referral list all persons on the call. The second referred employee on the call will be named by the Union and designated as its Job Steward in accordance with Article 3. All employees requested on the initial call who do not confirm with the Union in accordance with the Union's Referral Rules and Regulations or who are not requested by name shall be referred by the Union from its referral lists in accordance with Sections 2.03, 2.04, 2.05, 2.06 and their subsections below. The Employer may contact requested employees directly, provided that the Union is notified of who has accepted work calls.
- 2.021 The U.S. Supreme Court has ruled that the National Labor Relations Act gives workers the right to request union representation during investigatory interviews by supervisor, security personnel, and other managerial staff. These are called Weingarten Rights. An investigatory interview occurs if 1) management questions you to obtain information; and 2) you have a reasonable apprehension that your answers could be used as a basis for discipline or other adverse action. You must ask for union representation either at the beginning of or during the interview. Management does not have to remind you of this right. If your request is refused and management continues asking questions you may refuse to answer. You have the right to file an unfair labor practice charge as your Employer may be guilty of a violation of the Act.

2.03 The Union shall maintain the following classifications:

Journeyman: A minimum of 2,000 hours of experience in the industry within the metropolitan Atlanta geographic area, and application to and certification by the Joint Classification and Training Committee (JCTC). Within the 2000 qualifying Journeyman hours, an Apprentice must work 200 hours in I&D and 200 hours with Modular Displays with signatory Employers. All exceptions must be approved by the JCTC.

Apprentice: A minimum of 750 hours of experience in the industry within the metropolitan Atlanta geographic area, and application to and certification by the Joint Classification and Training Committee (JCTC).

Extras: All other applicants for employment.

2.031 Each applicant for Journeyman or Apprentice under this Agreement shall be required to prove all required hours of experience to the satisfaction of the Joint Classification and Training Committee pursuant to rules adopted by the Committee.

2.032 Employees may be qualified as “specialists” by the Joint Classification and Training Committee and listed as such on each referral list.

2.033 It is agreed that this Agreement establishes minimum criteria and nothing contained in this Agreement shall prevent the Joint Classification and Training Committee from establishing higher or different standards at which time such standards shall be incorporated by reference into this Agreement.

2.04 After all request by name have been fulfilled, all additional employee referrals shall be made by the Union from the referral list beginning with the Journeyman list. In the event the Employer requests any specialists, such shall also be referred in the same manner.

2.05 Cuts are defined as any employee not repeated back the next day unless otherwise mutually agreed to on specific calls by the Employer and the Business Representative. Cuts and layoffs shall be in the reverse order of the call for those referred, beginning with any outsourced employees, additions from the Stand-by list, Extras, then Apprentices; Journeyman shall be last to be cut. Those requested shall be cut at the Employer’s discretion while maintaining a minimum of 50% journeyman and a maximum of 15% Extras. It is understood that this cut procedure shall not interrupt the continuity of any ongoing project in Rigging, I&D, Show Management, and Leads and Forklift operators in the boneyard (usage area). Once a call is cut no additional employees may be added to the call.

2.051 The Employer and the Union agree to work together to see that continuity is maintained in a manner consistent with the terms of this Agreement. If, in the interest of client satisfaction, the Business Representative of the Union and the Employer both agree to an exception to Section 2.05, then the exception will be communicated to the Steward and the Supervisor.

2.06 Staggered calls are permitted.

2.07 The Union and Employer shall establish a Joint Classification and Training Committee (JCTC). The JCTC shall consist of an equal number of representatives appointed by the Union and the Employer.

- 2.071 The JCTC shall certify all new specialists annually, and shall certify and approve the advancement of all employees on the referral lists. In case of dispute, the applicant or employee may be required to take and pass a test, such test to be developed and administered by the JCTC. The JCTC shall have final authority in all cases.
- 2.072 Absent agreement, the Joint Classification and Training committee shall not qualify any applicant who was discharged by the Employer prior to or during the term of this Agreement; provided, however, that after three years from the date of such discharge, the discharged individual shall be entitled to apply as any other new applicant.
- 2.08 The Union agrees that the Employer has the right to reject any referral for employment whom the Employer considers unsatisfactory or unsuitable for a call, or to discharge any referral, who in the opinion of the Employer, is not producing at an acceptable level. In such event, the Employer will provide the reasons in writing to the employee, in person or mailed to the address on record, and forward a copy to the Union. If the Union considers the Employer's rejection as being without just cause such action shall be subject to the grievance and arbitration procedures contained in this Agreement. The Union agrees that any such rejection or discharge shall not cause delay in the performance of work to be done.

Article 3: Job Lead and Steward

- 3.01 The Union shall appoint a referral to the Employer who shall serve as the Job Lead and Steward. Each call shall have a Job Lead/Steward; provided, however, that if the call is for 60 or more persons, the Union shall be entitled to appoint two referrals as Job Leads/Stewards.
- 3.02 The Job Lead/Steward shall be a working member of the crew if less than thirty (30) persons are working. Upon reaching a thirty (30) person call, the Job Lead/Steward will become an administrative Lead/Steward. This is not intended to modify existing practices.
- 3.03 The working hours of the Job Lead/Steward shall be the same as his crew. When the call drops below the thirtieth person on the Employer's call the Job Lead/Steward will become a working member of the crew, provided this does not interfere with time keeping or Union representation duties.
- 3.04 The Job Lead/Steward shall be responsible to bring to the immediate attention of the Employer's representative any complaint or grievance which might arise on the job. The dispute/disagreement shall immediately be removed from the show floor. The issue(s) shall be discussed in a less visible location in an attempt to resolve the issue(s). Verbal and/or physical confrontations by the Job Lead/Steward or the Employer's representative will not be tolerated. If the complaint or grievance cannot be resolved, the Job Lead/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.
- 3.05 Job Leads/Stewards will assist in the routine assignments of work crews for each job and shall serve as time keepers if requested by the Employer.

- 3.06 If the Employer transfers a portion of the workers from one event to another on a short-term basis, one time, it will be necessary to appoint another Job Lead/Steward at the other site subject to the provision of paragraph 3.02 above.
- 3.07 At the discretion of the Employer, the Job Lead/Steward shall receive one-half (1/2) hour pay at the prevailing hourly rate before and/or after the shift in order to perform necessary paperwork. If the Job Lead/Steward is required to report to the Employer prior to the job call reporting time the Employer shall notify the Union in advance. If the one-half (1/2) hour is not granted, the Employer shall provide the Lead/Steward the necessary time to complete paperwork within the framework of the call.
- 3.08 A Job Lead/Steward shall administer this agreement solely as it relates to the Employer's current event. Job Leads/Stewards and Union officials shall not spend any time administering or policing an agreement with another Employer or policing problems that do not relate to his current Employer.

Article 3: Job Lead and Steward

- 3.09 The Lead/Steward may be discharged for just cause. The Employer will not discriminate against a Lead/Steward for fulfilling his/her duty of Union representation. If the Union considers the discharge as being without just cause, such action by the Employer shall be dealt with under the grievance and arbitration procedure.

Article 4: Grievance and Arbitration Procedure

- 4.01 Should any grievance, complaint, or dispute arise between the Employer and the Union involving the application, interpretation, or alleged violation of any provision of this Agreement, the matter shall be resolved as follows:
- 4.02 STEP 1. The complaining party shall, no later than ten (10) working days from the date of the grievance or dispute occurred or comes to his attention, bring the grievance or dispute to the attention of the Job Steward. Within ten (10) days of such grievance, the complaining party, the Steward or other representative of the Local Union, the Foreman or other representative of the Employer shall meet to attempt to resolve the matter. Failing resolution, the grievance shall be reduced to writing with copies to the Union and Employer, and advance to Step 2.
- 4.03 STEP 2. Within fifteen (15) working days of the filing of a written grievance, the Business Agent or other representative of the Local Union and a designated representative of the particular Employer shall meet to attempt to resolve the grievance. Within three (3) working days of the meeting, a written answer to the grievance shall be provided, setting forth in full the answering party's position. If the matter has not been satisfactorily resolved, the grievance shall advance to Step 3.
- 4.04 STEP 3. Within fifteen (15) working days of receipt of the Step 2 answer, a representative of the International Union, or his designate, and the general manager of the Employer, or his designate, shall meet to attempt to resolve the grievance. Within ten (10) working days of such meeting, should the matter not be satisfactorily resolved, the Union or Employer may petition the Federal Mediation and Conciliation Service to supply a panel of seven (7) arbitrators.

- 4.041 The parties shall promptly select from such panel one arbitrator by alternate strikes, with the party striking first to be determined by lot. The aggrieved party shall then promptly notify the selected arbitrator and obtain a date and place for the arbitration. The arbitrator's decision shall be final and binding.
- 4.05 The procedure to be followed in arbitration shall be determined by the arbitrator, unless otherwise agreed upon by the parties within (1) work day preceding the arbitration hearing. The arbitrator shall submit his decision in writing and his decision shall be final and binding. The compensation and necessary expenses of the arbitrator shall be borne equally by the parties.
- 4.06 This agreement to arbitrate unresolved grievances and disputes is not intended and shall not be construed as in any way qualifying or making subject to change any term or condition of employment specifically contained in this Agreement, nor shall arbitration apply to any dispute as the terms or provision to be incorporated in any proposed new Agreement.
- 4.061 The arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provision of this Agreement. The arbitrator is authorized to make his decision retroactive if, in his judgment, the circumstances justify such an award. Any dispute as to the interpretation or construction to be placed upon the arbitrator's award shall be promptly submitted to the arbitrator who made the award, who may construe or interpret the award so far as necessary to clarify the same, but without changing the substance thereof, and such interpretation shall be binding on all parties.

Article 5: Job Calls

- 5.01 A job call shall include the installation, show period, and dismantling of an event. To assure maximum harmonious relations and in order to obtain the best qualified employees with the least risk or delay in the work. The Employer agrees to secure all of its employees covered by this Agreement exclusively through the Union's referral hall and procedures.
- 5.02 The Employer agrees to notify the Union at least ninety-six (96) hours prior to the reporting time of job calls for all employees covered by this Agreement. The Union will respond within 48 hours of call time with a list of employees who are on the call. If the Union has not been able to fill the call, the Employer shall be entitled to obtain labor to complete the call from other sources of the Employer's choosing.
- 5.021 Upon request, the Union will provide the Employer with a list of employees confirmed on the call forty-eight (48) hours prior to call time.
- 5.022 When the Employer has given less than ninety-six (96) hours prior notice, the Union agrees to furnish the Employer a list of employees who are on the call once the call is completed.
- 5.03 On return calls the Employer shall notify the Union Steward of the number of employees needed one hour before finish time. The Employer shall notify the Union of any additional employees needed to add on to the call no later than 4:00 p.m. the day prior to the reporting time, unless due to customer requests or circumstances beyond the Employer's control.

Article 6: Transfer and Recall

- 6.01 The Employer may transfer an employee from one work site to another, provided none of the employees on the original call at the transferred work site has been cut off the call.
- 6.02 The provisions of 6.01 notwithstanding, the Employer may transfer an employee from one work site to another or from hall to hall within the same facility when the work is for the same event and the employee is kept in continuous pay status.
- 6.03 When an employee is transferred, the Employer must furnish suitable transportation to and from the different sites and return the employee to the original site upon completion of the work. Should the employee agree to use his own transportation, the Employer shall reimburse the employee for any additional parking and mileage fees, at the current IRS rate per mile incurred as a result of the transfer.
- 6.04 Once a referral reports to the Employer, he would be obligated to return the next day if repeated.
- 6.05 The same employees will be referred back to the general service contractor to dismantle and take out an event as were employed to install the event. This shall not preclude an employee from taking a call during the run of the event. However, he is obligated to accept the call of the general service contractor on the out before he accepts a call from any other service or independent contractor provided his/her time off has not exceeded 48 hours. If the general service contractor call is filled, the employee may accept any other call available from the Union's referral system.

Article 7: Meal Periods and Breaks

- 7.01 There shall be meal periods provided for all employees. The first meal period shall be one hour and shall be taken no sooner than four hours but not later than five hours from the commencement of work. Each additional meal period shall be one-half hour and shall be taken no sooner than four hours and no later than six hours after the preceding meal period. When a labor call is scheduled to start at or after 1:00 pm on the first day of show break/move out, the first meal period shall be unpaid and taken no sooner than four hours but no later than six hours from the commencement of work.
- 7.011 When a move in call and a move out call are on the same day, then the first meal break shall be taken no sooner than four hours but not later than six hours from the commencement of work.
- 7.02 There shall be one 15-minute break every two hours, except when a meal is to be given or an employee is to be released within the next hour.
- 7.03 If a 15-minute break or meal period is not taken by an employee pursuant to the Employer's request, then the employee shall receive double the prevailing hourly rate until such time as the 15-minute break or meal period is given.
- 7.04 The Employer must notify the Union Steward in advance of any employees the Employer has requested to work through 15-minute breaks or meal period.
- 7.05 The Employer may reduce the first meal period to 30 minutes with no break in pay.

7.06 Two hours of work will be guaranteed after any meal period.

Article 8: Report Pay

8.01 The rate of pay for a minimum call for any job is defined in Article 17. The minimum shall be paid to any employee referred to work by the Union pursuant to a call by the Employer who is accepted for employment by the Employer if the employee reports at the time and place specified. Employees shall be entitled to such pay whether put to work or not if accepted by the Employer, except if an employee is rejected or discharged because of job performance, lack of required skills, or violation of the Employer's work rules, including the substance abuse policy.

8.02 The Employer has the right to reject any referral who fails to report at the predetermined time or pay only for the time worked. If the time worked is less than the minimum for the job category, the referral shall be paid for the minimum less the time the referral was late in reporting. Quick calls shall be an exception to this paragraph.

8.03 Any employee referred to the Employer by the Union who fails to report with the required tools shall thereby waive any rights to minimum call time and may be sent home without pay.

Article 9: Working Conditions

9.01 It is the intent of the parties here to allow an employee a minimum of seven (7) hours off between the time an employee ends his or her work with the Employer and the time he or she begins working for the Employer again. In the event the Employer requests an employee to return to work before the employee has had seven (7) hours off, the Employer shall pay the employee double the standard hourly rate until the employee receives seven (7) hours off. The Employer's Representative must be informed by the Union Steward of such prior to recall. A set-up and dismantle of a one day show with same day move in and move out shall not constitute a turn around penalty situation. A show call and a move out call in the same day shall not constitute a turn around penalty situation.

9.011 The provisions of Section 9.01 notwithstanding, turn around time will not be paid if the invasion of turn around hours is due to the Union's inability to fill a labor call received with a 72-hour notice.

9.02 Any fraction or part of an hour worked shall be paid in one-half (1/2) hour increments.

9.03 Should the Employer be required to agree to special conditions in consideration for being awarded a contract (e.g. drug screen, background check) employees shall be expected to comply with such conditions, provided they do not contravene any specific terms and conditions set forth in this Agreement. The Employer shall promptly notify the Union of any special conditions to a contract.

Article 10: Dress Code

- 10.01 The Employer has the right to reject or discharge any employee who fails to meet a dress code consisting of the following guidelines:
- 10.02 Employees shall report to work wearing clean and neat garments, free of holes and tears. Clothing must pose no safety problems. Garments with obscene writing, symbols, or signs are not acceptable. Workout pants (spandex), leotards, tights, and sleeveless shirts are not acceptable. If an Employer elects to provide branded shirts for their employees, the employees shall be required to wear the shirts while working for the employer.
- 10.03 Long pants or knee-length walking shorts that fit at the waist (no over sized or baggy pants or shorts) are allowed. Shorts are not permitted on the day of the show or the running of the show.
- 10.04 Shoes must cover the foot, and be appropriate for working long periods, kicking carpet and climbing ladders.
- 10.05 Sunglasses shall not be worn indoors.
- 10.06 Any referral rejected or discharged due to a dress code violation will not be eligible to work for the remainder of that day but is eligible for work the next day provided dress code standards are met.

Article 11: Tools and Supplies

- 11.01 Each employee referred to the Employer by the Union shall have in his or her possession suitable personal tools to accomplish the assigned duties. Such tools shall consist of no less than the following:
1. Battery-operated screw gun, 9.6 volt or higher, and tips (except Extras)
 2. Hammer
 3. Screwdrivers (Straight & Phillips)
 4. Pliers
 5. Crescent wrench
 6. Wire cutters
 7. 25' Steel tape (35' for riggers)
 8. Utility knife
 9. Top cutter or slide knife
 10. Staple Gun (JT 21)
 11. Tool Belt or Pouch
 12. Allen Wrenches (standard and metric)
 13. Wonder Bar or Pry Bar

11.011 Each rigger referred to the Employer by the Union shall have in his or her possession suitable personal tools to accomplish the assigned duties. Such tools shall consist of no less than the following:

- | | |
|----------------------------------|----------------------|
| 1. 80-foot rope with pulley | 5. 1/8" cable cutter |
| 2. Four rated locking carabiners | 6. 6" torpedo level |
| 3. Two straps | |
| 4. Small pipe cutter | |

11.02 The Employer shall provide a secure area for employees to store their tools. The Employer shall be held harmless for loss, damage, or theft of tools stored in this area.

Article 12: Safety

12.01 The Employer and the Union shall work together to ensure that all applicable safety rules as set forth by the Occupational Safety and Health Act are followed. Employee shall be expected to follow the safety rules issued by the Employer. The Employer shall provide a copy of its rules to the Union Business Agent and each employee.

12.02 For all employees covered by this Agreement, the Employer shall carry Worker's Compensation Insurance with a company authorized to do business in this state.

12.03 Employees will not be required to work under conditions that are in violation of the Occupational Safety and Health Act standards.

12.04 Employees operating motorized equipment without the proper authorization and/or certification may be subject to disciplinary action.

Article 13: Strikes and Lockouts

13.01 The Employer agrees that there will be no lockouts during the life of this Agreement.

13.02 The Union agrees that there will be no strikes, slowdowns, or work stoppages for any reason, including in sympathy with others, during the life of this agreement; provided, however, that employees shall have the right to respect any lawful picket line.

Article 14: Non-Discrimination

14.01 The Union and Employer agree there shall be no discrimination against any individual on the basis of race, color, religion, sex, physical handicap, age, national origin, or veteran's status.

14.02 The Employer shall not discharge or discriminate against any employee for Union membership, for upholding Union principles, for serving on any Union committee, or for holding Union office. An employee shall not be disciplined, discharged, or laid off for refusing to work behind or for refusing to cross any legal picket line. The Union shall not discriminate against any employee who elects not to become a member of the Union.

14.03 Where the masculine gender is used in this Agreement, it is for convenience only and includes females as well as males.

Article 15: Management Rights and Responsibilities

15.01 Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, the right to manage the business. Such right includes the right to plan, direct, expand, control, reduce, or terminate operations, to establish and maintain job requirements and standards of production and inspection, to hire, assign, transfer, promote, suspend, or discharge employees for just cause, to relieve employees from duty for lack of work or for other legitimate reasons, to discontinue processes or operations, or to discontinue their performances by employees of the Employer, to introduce any new or improved methods or facilities, and to make such reasonable rules and regulations not in conflict with this Agreement as may be necessary or desirable for the operation of the Employer and to apply them in a reasonable fashion; provided that the exercise of any such rights shall not have the purpose or effect of discriminating against the Union or the employees employed under this Agreement.

15.02 The Employer will not subcontract work normally performed by employees employed under this Agreement except where there are insufficient employees available to perform the work. Notwithstanding the above, the Employer shall have the limited right to subcontract certain heavy rigging work involving theatrical lights and/or truss work in the event the Union is unable to refer sufficient qualified specialists to perform such work. In such event, the Employer, upon notification to the Union, may secure qualified employees to perform such work from any source. The Employer acknowledges that its limited right to subcontract such heavy rigging work under this clause is intended to be exercised on an infrequent basis and only under the circumstances set forth in this clause.

Article 16: Supervisors

16.01 Upon written notification to the Union, any individual not in the bargaining unit who is in the process of being trained by the Employer may perform bargaining unit work for a maximum period of six months. No more than two such persons shall perform bargaining unit work at any one time and for no longer than four hours per person on any call.

16.02 All foremen or other supervisors shall be employed directly by the Employer. The Employer alone shall choose its supervisors and determine their qualifications without restrictions of any kind; however, the Employer shall endeavor where possible to promote supervisors from the ranks of the bargaining unit.

16.021 Atlanta based full-time foremen and supervisors are permitted to perform trade show work. However, the primary responsibility of Atlanta based foremen and supervisors shall be to direct and supervise the work force. The Employer may be permitted to utilize non-Atlanta based full-time foremen and supervisors during circumstances when demand for labor is unusually high and the supply of qualified labor/supervisors is not adequate. Such persons shall not be permitted to perform bargaining unit work after Atlanta based referrals have been cut.

Article 17: Wages, Hours and Benefits

17.01 Wages shall be paid in accordance with this Article.

17.02 The minimum straight-time hourly rate for employees referred for employment shall be as follows, with increases effective on each anniversary date of this Agreement:

Effective:	<u>12/16/21</u>	<u>12/16/22</u>	<u>12/16/23</u>
Journeyman/Lead	29.02	29.89	30.79
Apprentice	20.52	21.14	21.77
Extra	16.62	17.12	17.63

17.03 The parties, through the JCTC, shall mutually establish and define Specialist job classifications and appropriate wage rates, as required.

17.031 All rigging needs are covered by IATSE Local 834's DECO collective bargaining agreement or facility jurisdiction rules

17.032 The piping/unpiping of high drape may be assigned to other bargaining unit employees at the Employer's discretion.

17.033 Leads will be designated, by name, by the employer at the time a job call is placed with the union. Leads will be paid on a daily basis.

17.04 One and one-half times the normal hourly rate shall be paid for all or any parts of hours worked after eight (8) hours in a day, between 9:00 p.m. and 6:00 a.m. on Monday through Friday, all day Saturday, and all-day Sunday.

17.05 Twice the normal hourly rate shall be paid after fourteen (14) hours of work and on holidays.

17.06 The minimum call shall be for four (4) hours, paid at the prevailing hourly rate.

17.07 The Employer agrees to contribute the following percentage of gross wages earned by all employees to I.A.T.S.E. Atlanta Health and Welfare Fund and the IATSE Atlanta Annuity Fund, or such other Health and Welfare Fund or Annuity Fund as the Union may designate.

	<u>12/16/21</u>	<u>12/16/22</u>	<u>12/16/23</u>
H&W	13%	13%	13%
Annuity	7%	7%	7%

- 17.071 The IATSE Atlanta Health and Welfare Fund contributions and the IATSE Atlanta Annuity Fund contributions shall be made by check payable to the "IATSE Atlanta Health and Welfare Fund" and to the "IATSE Atlanta Annuity Fund", respectively, no later than the 15th day of each month in respect to all employment during the preceding month on which contributions were payable. With each payment, the Employer shall submit an accounting report which shall include the name of each employee, Social Security number, number of hours worked, total hours for all employees, and total amount of contributions paid for the employees. Health and Welfare contributions and Annuity contributions shall be sent to the office of IATSE Local 834, 4220 International Parkway Suite 200 Atlanta, Georgia 30354.
- 17.072 The Employer and Union agree to abide by the terms and conditions of the IATSE Atlanta Health and Welfare Fund and IATSE Atlanta Annuity Fund and its trust agreements. The Employer shall execute any participation agreements required by the designated Health and Welfare Fund and the designated Annuity Fund. The Employer and the Union agree that eligibility will be determined by the Fund and may be changed as needed pursuant to the terms and conditions of the Fund and its trust agreements.
- 17.08 If the Employer provides health insurance for Staff employees, the Employer shall not be responsible for the hourly contribution to the IATSE Health & Welfare Fund for these employees. If the Employer provides retirement benefits for Staff employees, the Employer shall not be responsible for the hourly contribution to the IATSE Annuity Fund for these employees.
- 17.09 Pay period is Monday through Sunday, paid on the following Friday. The Employer shall deliver payroll checks to the Union office by 4:00 PM on Thursday. The Employer shall submit along with payroll checks an accounting report 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.
- 17.091 Any corrections or errors on an individual's pay shall be made by the Employer the week following verification of the error. The Employer must issue a second correction check. Correction checks shall indicate whether the correction is for pay rate adjustment or hour shortage and the dates of the shortage including the week ending. Employees who do not receive a paycheck on time because of lost time cards or time cards not turned in, will receive a paycheck issued on that same payday.
- 17.10 Holiday pay shall be double the regular hourly rate. Recognized holidays shall include the following:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Friday after Thanksgiving
National Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

17.11 The Employer agrees to contribute the following percentage of gross wages earned by all employee to the IATSE Entertainment and Exhibition Industries Training Trust Fund.

12/16/21
0.2%

12/16/22
0.3%

12/16/23
0.5%

17.12 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 15th day of each month in respect to all employment during the preceding month on which contributions were payable. With each payment, the Employer shall submit an accounting report which shall include the name of each employee, Social Security number, number of hours worked, total hours for all employees, and total amount of contributions paid for the employees. The IATSE Entertainment and Exhibition Industries Training Trust Fund contribution check and the accounting report shall be sent to the office of I.A.T.S.E. Local 834 for review and forwarding to the Fund Administrator's office.

17.122 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 be bound by any amendment 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.

17.123 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.

Article 18: Miscellaneous

18.01 In the event of a determination by the properly constituted authority that any portion or portions of this Agreement is unlawful, the remaining portions shall remain in full force and effect, and the portion or portions determined unlawful shall become null and void. The parties hereto agree to renegotiate such portion or portions for the purpose of making them conform, so long as they remain legally effective.

18.02 The Business Agent or his duly appointed representative shall be permitted access by the Employer to any work location at any time so long as: (a) The Union complies with any applicable security requirements and procedures; and (b) There is no disruption or interference with work or a public display. The Employer shall provide the Union the opportunity to meet new employees and to allow the Union to explain the role of the Union, the collective bargaining agreement, and to otherwise discuss Union-related issues with the new employees.

18.03 Should any person on the referral lists be elected to a full-time position with the Union, such person shall not lose his or her place on the referral list.

- 18.04 The Employer shall deduct and withhold from the pay check to each employee referred by the Union such referral fees as the employee has authorized the Union to deduct from his or her paycheck. The Employer shall collect and remit such fees to the Union at its Atlanta address on a weekly basis. Along with the referral fees, the Employer shall provide an accounting report which shall include the name of each employee, social security number, gross wages, and amount deducted for referral fees.
- 18.041 The Union shall hold the Employer harmless from any and all actions concerning the proper deduction of referral fees under this Article.
- 18.05 The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Political Action Committee (IATSEPAC) as the employee has authorized in writing to be deducted. No later than the 15th day of each month, the Employer will issue a single check for such deductions payable to IATSEPAC. With each payment, the Employer shall submit an accounting report which shall include the name of the employees, Social Security number and the amount of contributions paid. The IATSEPAC contribution check and the accounting report shall be sent to the office of I.A.T.S.E. Local 834 for review and forward to the IATSEPAC. Employees who wish to cancel their deduction will sign a card supplied by the Union for such purpose. Refunds will be the responsibility of the Union.
- 18.06 The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Local 834 Political Action Committee (834PAC) as the employee has authorized in writing to be deducted. No later than the 15th day of each month, the Employer will issue a single check for such deductions payable to 834PAC. With each payment the Employer shall submit an accounting report which shall include the name of the employees, Social Security number and the amount contributions paid. The 834PAC contribution check and the accounting report shall be sent to the office of I.A.T.S.E. Local 834 for review and forward to the 834PAC. Employees who wish to cancel their deduction will sign a card supplied by the Union for such purpose. Refunds will be the responsibility of the Union.
- 18.07 Employees shall not be permitted to use portable/cell phones, Bluetooth or similar devices while actively employed except during rest breaks or meal breaks. This section shall not apply to Primary/Assigned Job Stewards or Union representatives.
- 18.071 Employees shall not be permitted to use walkman radios, CD players, MP3 players or similar devices while actively employed except during rest breaks or meal breaks.
- 18.072 The Union will provide its referrals with photo ID badges provided the Employer requires photo ID badges for its other employees.
- 18.08 The Employer agrees that other Atlanta Unions performing comparable work shall be offered nothing more than the terms and conditions contained in this Agreement. In such event, such term or condition shall, upon written notification to the other party, become a term or condition of this Agreement.

Article 19: Term of the Agreement

19.01 The Agreement shall continue in full force and effect from 12:01 a.m. December 16, 2021 through and including December 15, 2024.

19.02 Unless written notice is given by either party to the other at least thirty (30) days prior to the date of termination of a desire for change therein or to terminate the same, this Agreement shall continue in effect for an additional year and from year to year thereafter. In the same manner, this Agreement, with any amendments thereof, shall remain in effect from year to year thereafter subject to termination or modification at the expiration of such contract year upon notice in writing given by either party to the other at least thirty (30) days prior to the expiration of such contract year. Wherefore, the parties, by their authorized agents below, hereby execute this Agreement.

For the I.A.T.S.E.:

Corinthia F. Harper
IATSE

Corinthia F. Harper
Print

Date: 12/21/2021

For [Employer]:

Steve Moore, SVP
Employer

STEVE MOORE
Print

Date: 12-21-2021

For IATSE Local 834

Danny L. Barrow
Business Representative

DANNY L. BARROW
Print

Date: 12/21/2021

Appendix A- Drug Testing

According to the “Drug-Free Workplace Act of 1988” and Employer policy, all employees are expected to be drug free. Therefore, the use, possession, ingestion, trafficking, being under the influence of, or testing positive for drugs and alcohol (other than the properly reported and authorized use of prescribed medication) is prohibited at any job site and the surrounding premises.

Drugs are defined as Amphetamines, Barbiturates, Benzodiazepines, Cannabinoid (Marijuana), Cocaine, Methaqualone, Opiates, Morphine, Phencyclidine, “designer drugs” and all other drugs and substances which affect the personal sense of the employees.

A. Drug Testing

Employees will be asked to submit urine, saliva and blood samples to determine the presence of alcohol or drugs for the following reason:

Post-Accident. Where there has been a reportable accident or injury, all persons involved with the accident will be tested for drugs and alcohol; on the day of the accident or injury or within 24 hours from the time it was reported to the employer; for example, if one employee drives over another employee’s foot with a forklift, both employees would be tested. This includes but is not limited to all vehicle accidents, all injuries that required treatment beyond simple first aid, and any other damage to property with an estimated value of \$500.00 or more.

Reasonable Suspicion. Any employee showing signs or symptoms of drug use or intoxication will be tested for drugs and alcohol.

Possession. Any employee found in possession of illicit drugs or alcohol will automatically be in violation of this policy. The employee may also be tested for drugs and alcohol under the “reasonable suspicion” category, but the violation still exists even if the test is negative. (The logic for testing would be to determine whether the employee is using other drugs besides the one(s) found in his/her possession. This information would be helpful to overcome denial in the event of rehabilitation is pursued by the employee.)

Following Rehabilitation. After an employee has completed a drug and/or alcohol treatment program, the Employer may conduct unannounced drug and/or alcohol tests for up to two years. This will be part of the employee’s Conditional Reinstatement Agreement.

Department of Transportation testing of drivers. Employee drivers will be tested according to federal and state drug testing requirements. Testing includes pre-employment, post-accident, reasonable cause, periodic, random, and follow-up to rehabilitation. Any employee found positive under this category will receive the federal or state mandated disqualification as well as the disciplinary action stated below.

All drug tests will be confirmed using GC/MS - the best testing available for urine confirmations.

Any employee tested under "reasonable suspicion" will be suspended until the test results are received. Employees tested under "post-accident" will be suspended unless there is absolutely no observable evidence that the employee could be under the influence of drugs and alcohol.

Except for employees being suspended for "possession", employees who test negative will be reimbursed for schedule hours of work missed due to the temporary suspension.

All testing fees will be paid by the Employer.

B. Detection Limits.

For alcohol, the Blood Alcohol concentration (BAC) level used is .08% or above, or the State of Georgia's current prevailing limit.

Cutoff levels for the drug tests are established by Roche Laboratories, Lab Corp or Quest Diagnostics and are available upon request from the Employer. Levels are subject to change due to recommendation of the Department of Health and Human Services, the National Institute on Drug Abuse, or the Company designated laboratory, as advances in technology or other consideration warrant identification of these substances and other concentrations. NIDA guidelines are available upon request from the Employer. The Union will be notified of any changes as implemented.

C. Discipline.

The following disciplinary action will be imposed upon any employee who tests positive for any of the categories of testing listed in the "Drug Testing" section above.

First Offense. Suspension without pay for thirty days. Employees shall not be considered for reinstatement until they have completed a rehabilitation program (paid by employee) which has been approved by the Employer. The program must be completed within the first six months following the date of notification following a positive result. The employee must also sign a Conditional Reinstatement Agreement.

Second Offense. Dismissal without any possibility of working for any Employer in the future.

D. Testing Refusal

In addition to these categories, employees who refuse to submit to drug and alcohol testing will be immediately terminated without any possibility of working for any Employer in the future.