

**Broadcast Agreement for Milwaukee between
Clarion North America, Inc., the I.A.T.S.E., and its Local 414**

This Agreement is made, entered into, and effective as of July 1, 2019, by and between Clarion North America, Inc. ("CNA," "Employer," or "Company") and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, Its Territories, and Canada, AFL-CIO, CLC, and its Local 414 ("IATSE" or "Union") as follows:

ARTICLE I

Recognition, Jurisdiction, and Application of Agreement

a. The Employer hereby recognizes the IATSE as the exclusive bargaining representative and agent for all freelance operators employed by the Employer in Wisconsin as technical production crew members, in the job classifications described below, in connection with the live broadcast or recording of sporting events. This recognition is restricted to the Employer and shall not be deemed to extend to any parent, affiliate, or subsidiary corporation of the Employer, or to any operations of the Employer outside of those described herein.

b. Inclusions: Technical Director (TD), Audio Mixer (A1), Audio Assistant (A2), Specialty Microphone Operators (A3), Video Controller (V1), Assistant Video Controller (V2), Graphic Operators, Graphic Coordinators, Camera Operators (stationary, mobile, and remotely operated), Videotape Operators (VTR), Digital Recording Device Operators (DDR), Score-box Operators, Utility Technicians, Statisticians, Stage Managers, and others performing the above technical duties, without regard to their designation. The parties agree the positions of Videotape Operator and Digital Recording Device Operator are referred to and detailed herein as Capture/Playback Operators (CPO1 and CPO2).

c. Exclusions: All other persons and categories are excluded, such as employees covered under other collective bargaining agreements, maintenance personnel (e.g., Maintenance Engineers), transportation personnel (e.g., Drivers, Driver - Technicians) clerical personnel (e.g., Runners, Messengers, etc.), management/supervisory personnel (e.g., Associate Producers, Unit Managers, Technical Managers), and security personnel. Statisticians may be excluded from the bargaining unit only to the extent they are the full-time employees of the rights holder, league, school, or conference on whose behalf Employer is so contracted.

d. This Agreement is intended to cover the employment of the above technicians for professional sporting events and NCAA Division 1 events. If the Employer is engaged to crew events other than defined above, the parties shall meet and confer with the designated Union Representative as to the appropriate wages, terms, and conditions for the event in question. The wage scales and working condition provisions of this Agreement shall be minimums and employees shall not be precluded from obtaining better conditions than those outlined in this Agreement. Any employee enjoying such better conditions shall not have their wages or working conditions reduced as a consequence of this Agreement.

e. Listing of the above classifications is not intended to create individual or collective exclusive jurisdictions, staffing requirements or manning requirements. There is full interchange of duties and cooperation among the crew, and also between the crew and other personnel who are involved in or responsible for the production.

f. It is understood that the business of Employer includes providing crew and services for live-to-air broadcast and recording pursuant to the request(s) of its client companies, and Employer and its client companies shall determine the nature and extent of the labor services required.

ARTICLE II **Union Security**

a. Within thirty (30) calendar days of initial hire of any employee covered by this Agreement, Employer shall notify IATSE of the name, address, date of hire, classification, dates of employment and gross wages earned by each employee on an ongoing basis. Any employee who is engaged by the Employer within the above-described bargaining unit for a cumulative (may be non-consecutive) total of thirty (30) actual work days within any two consecutive calendar years is required, as a condition of continued employment, to register with the Union as required by Local 414. Any employee who fails to comply with the above obligations within two weeks after having received an appropriate written notice of delinquency from the Union (with copy to the Employer) shall be deemed ineligible for future engagements by the Employer. Written notice of such ineligibility shall be given by the Union to the Employer, with a copy to the employee.

b. The Employer agrees that it will deduct Union dues payments from all wages earned by employees covered by this Agreement insofar as that employee has executed a Dues Deduction Authorization. The Union shall notify the Employer of the amount to be withheld from an employee's wages, and will maintain a signed Dues Deduction Authorization form for each employee. The Union will provide such executed authorizations to the Employer effective with the start date of this Agreement or as they are executed in the first year of this Agreement and thereafter on an annual basis. The Dues Deduction Authorization must be received by the Employer one calendar week prior to the end of the pay period for which dues are withheld from an employee's wages. The Union will also submit to the Employer, on an ongoing basis, a list of all employees who have chosen to withdraw their authorization of said check-off forms. Employer reserves the right to cease the deduction of dues for any employee from whom it receives a signed form withdrawing his or her authorization for same so long as Employer notifies the Union's business representative that it has received such notice.

c. The foregoing obligations are to be interpreted and applied consistent with applicable law. The IATSE shall indemnify and hold Employer harmless against any claims or liability arising from Employer's compliance with any IATSE request to terminate an employee pursuant to Section a. of this Article (II), *above*. The Parties further acknowledging that prior to the negotiation of this Agreement, the State of Wisconsin enacted what is commonly referred to as "Right to Work" legislation. The parties have attempted to draft this Agreement to be in full compliance with this new statute but further mutually acknowledge a full understanding of this new legislation is currently not possible. For these and other reasons, the parties agree they will act in good faith compliance with all laws, rules, and regulations, including but not limited to the Wisconsin Right to Work Statute and will reopen negotiations to amend/revise this Agreement as needed to address, accommodate, and/or comply with applicable state law.

ARTICLE III
No Sub-Contracting

a. Employer shall not subcontract with third parties for the performance of work within the scope of this Agreement unless the Employer determines that insufficient qualified freelancers are available in the market and/or special skills or equipment is needed and cannot be supplied by the Union. Employer reserves the right to contract with another business entity / individual only insofar as there exists a valid collective bargaining agreement between that entity/individual and the IATSE, applicable to the work by such business entity / individual.

1. Before subcontracting, the Employer shall give notice to the Union of such necessity and shall provide an opportunity to discuss any subcontracting situation before implementation, unless the Employer's needs are immediate for an upcoming event.
2. The Employer shall inform the Union of subcontracting needs at least thirty (30) days before implementation or as soon as practicable if crew changes requiring subcontracting are to be made with less than thirty (30) days' notice. In all cases the Employer shall inform the Union of any subcontracting in a timely fashion.

b. The requirements of this Article (III) are not applicable to subcontracting caused by equipment limitations.

ARTICLE IV
Management Rights

The Union recognizes the Employer's inherent and traditional right to manage its business, to direct the work force and to establish and modify the terms and conditions of the employee's employment, except as such right is expressly limited by specific provisions of this Agreement. The exercise of these management rights is vested exclusively with the Employer. All matters not specifically and expressly controlled by language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer from time to time may determine.

Specifically, and without limiting the generality of the foregoing, the Employer has the sole exclusive right:

- To hire, suspend, transfer, promote, demote and discipline employees and to maintain and improve their discipline and efficiency;
- To lay-off, terminate, or otherwise relieve employees from duty;
- To eliminate, change, or consolidate jobs;
- To install new jobs;
- To direct the methods and process of doing work and to introduce new and improved work methods or equipment;
- To determine the location where work is to be performed;
- To determine the starting and quitting times, the time for lunch and rest breaks, the number of hours to be worked; *and*
- To make and modify rules and regulations that the Employer deems necessary for the conduct of its business and to require their observance.

Additionally, Employer has the sole exclusive right to cease any or all operations or services performed by employees covered under this Agreement

ARTICLE V
Hiring and Hiring Practices

a. **The Referral List:** The Union will maintain and provide the Employer a Referral List of qualified individuals as well as the positions for which each is qualified. Inclusion of an individual on the Referral List constitutes a representation by the Union that it has examined the experience and qualifications of that individual and has determined that the person is qualified to perform the jobs indicated. The Union will accept to the Referral List all qualified employees of the Employer without discrimination of any kind and regardless of Union membership; however, any individual who fails to meet the registration requirement, per Article II.a. of this Agreement, shall not be eligible for the Referral List.

b. **Preference of Employment:** To the extent that the Employer is in need of qualified persons to perform work covered by this Agreement, it will give preference of employment, provided qualifications as determined by the Employer are acceptable, to employees currently referred for work by the Union (*via* the Referral List) so long as a qualified person is available. The Union agrees that the Employer is not obligated to recognize seniority when hiring from the Referral List.

c. The Union agrees that it is and will continue to be an open Union and that it will keep its membership rolls open and will offer membership to all eligible employees engaged by the Employer.

d. **Irregularities and Exceptions:**

1. The Employer may hire any person for one (1) workday outside of the Referral List, but such person must be referred to the Union for evaluation to be included on the Referral List if their performance was deemed acceptable by the Employer.
 - i. Employer shall be limited to an aggregate total of ten (10) days of non-Referral List of hire per year.
 - ii. Employees from other jurisdiction(s) hired and traveled by Employer to the jurisdiction covered by this Agreement shall not count towards the aggregate ten (10) days of non-Referral List hire, *immediately above*.
2. Employer provided experienced personnel shall staff all positions that are requested/required by its client(s) unless training arrangements are made in advance, consistent with Article XVIII.b., of this Agreement, *below*.
3. If Employer has engaged and confirmed dates of work for an individual who subsequently becomes ineligible for Referral, per Article II.a. of this Agreement, all actual work dates for such individual beyond the end of the next complete pay period after Employer receives written notice of his/her ineligibility *shall* count towards the aggregate ten (10) days of non-referral hire permitted per year.

e. **The Hire List:** The Employer shall maintain their own Hire List(s) based on fair and equitable criteria applied uniformly to each person on the Referral List. The Union recognizes and understands Employer may make hiring decisions based as well on client feedback/request(s), and Employer agrees to convey to the local's Business Representative the nature of such feedback/request(s). The Employer and the Union agree that qualified, experienced personnel, as determined by the Employer, shall staff all positions unless training arrangements have been made in advance.

f. Employee Cancellations: If an employee has been offered an event to work and the employee confirms such assignment, the employee may not cancel unless a replacement satisfactory to the Employer has been found. The Employer shall assist the employee by providing names and phone numbers of other workers that would be acceptable replacements, but it is the responsibility of the employee to find the replacement. Criteria for such “satisfactory replacement” shall consist of an individual:

1. being on referral list in the specific craft;
2. having previously worked for the client in that position without issue; *and*
3. confirmation that the replacement employee is available and willing to work.

Employee will not accept bookings with Employer if the employee has or is aware of a prior scheduling conflict.

Employee will give notice of replacement to Employer at the earliest reasonable opportunity. If Employer deems the identified replacement to be unsatisfactory, Employer must respond to the employee within forty-eight (48) hours of such notice, or, where notice of replacement is received after Employer’s business hours, Employer shall have until the end of the second business day to respond. On timely response by Employer,

- the original employee will be responsible for the committed shift and may continue to seek a suitable replacement or resolve himself/herself to work the committed shift; *or*
- Employer may release original employee from the booking and hire from outside the referral list, in which case such non-referral hire will not count as one of Employers referral list exceptions detailed in Section h. of this Article, *below*.

If Employer does not respond to employee within forty-eight (48) hours or the end of the second business day, the identified replacement is considered to be suitable and employee is released. If the Employer agrees to accept responsibility for a substitution, no further action is needed on behalf of the employee.

This Section (f.) shall not apply to cancellations due to medical or other emergencies. The Union agrees that if an employee cancels for medical reason or other emergency, it will assist the Employer in obtaining proper verification from the employee.

g. The parties shall meet at least bi-annually to discuss any crewing concerns that may arise. A designated representative of the IATSE and a Company representative responsible for crewing, along with other Employer representatives as may be deemed necessary shall be at this meeting which may be in-person or by telephone. If crewing concerns arise between quarterly meetings, either side may call a meeting by sending the other written notice. Within ten days of such notice a meeting must be scheduled to take place.

ARTICLE VI

Discipline and Discharge

a. The Employer maintains the right to make and modify reasonable work and conduct rules and require their observance. Employees may be disciplined up to and including suspension of duties and/or termination.

b. Whenever disciplinary action is taken, the Employer agrees to issue a “Notice of Termination” or a “Notice of Discipline” letter to the Union and affected Employee. The Union agrees that the issuance of “Notice of Termination” and/or “Notice of Discipline” letter is a management

decision; however, no employee shall be disciplined or discharged without just cause. Before issuance of either letter referred to above, management will offer the employee the right to schedule a meeting. The employee may bring a Union Representative to such meeting which may be in-person or by telephone.

c. Employer may send a "Notice of Discipline Letter" to the Union for infraction of Employer's rules including but not limited to:

1. Abusive or inappropriate behavior, including harassment;
2. Not working effectively with other crew members and/or client representatives;
3. Excessive cancellation (outside of stated policy in Article V.f.); and
4. Failing to arrive on time and ready for work.

d. Employees may be terminated by the Employer by sending a "Notice of Termination / Do not Dispatch Letter" to the Union for serious or repeated infractions of Employer's rules including but not limited to the following:

1. Violation of Employer's Drug and Alcohol Policy;
2. Violent or abusive behavior, including harassment;
3. Excessive tardiness;
4. Stealing or theft of any kind;
5. Willful destruction of property; *and*
6. Not performing work assigned.

e. Notwithstanding the provisions of this Article (VI), Employer may, at its sole but reasonable discretion, in certain exigent circumstance, terminate an employee and have him/her removed from the workplace immediately if Employer believes the employee's continued presence at the worksite will have a significant detrimental on the work product or third parties, including but not limited to clients, event attendees, and other crew members. Employer will make every reasonable effort to give notice to Union of such circumstance either contemporaneous with or immediately following its decision.

ARTICLE VII **No Discrimination**

The Employer and the IATSE agree that in applying the terms of this Agreement there will be no unlawful discrimination based upon race, color, religion, gender, sexual orientation, age, national origin, or other statutorily protected status. The Arbitration provisions of this Agreement shall not apply to this Section if an Employee has recourse via State or Federal agencies of competent jurisdiction.

ARTICLE VIII **No Strike, No Lock Out**

During the term of this Agreement, there shall be no strikes or picketing by the Union or Lockout of Employees by the Employer. It shall be understood by and between both parties to this Agreement that a lawful IATSE picket line, sanctioned by the International President, shall not constitute cause for discipline as defined by this Agreement.

ARTICLE IX
Stewards

The Union may appoint one steward for each production. No steward shall be subject to penalty, discipline, layoff, or discharge for any act in the performance of his/her duties as steward and acting by the authority of the Union, provided he/she continues to perform his/her job responsibilities in an acceptable manner.

ARTICLE X
Access

Representatives of the Union shall be permitted reasonable access to all sites where persons covered by this Agreement are performing services. The Employer is not responsible for restricted admittance policies, but will use its best efforts to assist Union Representatives with access difficulties.

ARTICLE XI
Grievance and Arbitration

a. In the event that the IATSE or an employee covered by this Agreement contends that the Employer has violated a provision of this Agreement or the Employer contends that the IATSE or an employee has violated a provision of this Agreement, the following procedures shall be applicable:

1. Within twenty (20) business days of the time a party alleging a grievance knew (or reasonably should have known) of the event(s) giving rise to the grievance, such party must give written notice of such event(s) to the other party, but in no case more than three (3) months after the event(s) which gave rise to the alleged grievance occurred. To the extent grievances related to the timely and proper payments under the health and welfare plan may be grieved, this provision shall have no application assuming such grievances are not barred or preempted by the governing plan or federal law. The failure to submit a complaint within the time periods specified shall constitute a bar to further action thereon. The written grievance shall include the specific sections of the Agreement which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the individuals aggrieved (if applicable), and the remedy sought.
2. A representative of the IATSE and a designated representative of the Employer shall, within ten (10) business days after service of written notice of the claim, meet and discuss the matter and attempt to effect a settlement of said controversy or dispute. Any agreement reached at this meeting shall be reduced to writing and shall be final and binding upon all parties.
3. In the event that such controversy or dispute is not settled by the Employer and the IATSE within twenty (20) working days after the written notice given pursuant to paragraph (1) above, or within ten business days after the meeting referred to in paragraph (2) above, then such controversy or dispute resolution may be submitted to arbitration. The demand for arbitration must be made in writing, no later than forty (40) business days after written notice referred to in paragraph (1) above. Each party shall bear half the cost of the arbitrator's fees and expenses.

4. The parties will attempt to establish a mutually agreeable panel of permanent arbitrator(s) for the duration of this Agreement. If the parties are unable to agree upon such arbitrator(s), the arbitrator shall be selected from a lot obtained from the Federal Mediation and Conciliation Service FMCS) or American Arbitration Association (AAA), by alternate striking of names, with the Union going first.

i. If the dispute requires a tripartite (three involved parties) or multi-party (more than three involved parties) arbitration (collectively "Multiple Party Arbitration"), as more fully discussed in subsection (f) of this Article, *below*, the labor rules of the applicable mediation or arbitration service shall govern, except that the arbitration shall be held within sixty (60) days of the request to arbitrate.

b. The Arbitrator shall have no power to modify, add to, or subtract from the terms of this Agreement, but shall only determine whether the Agreement has been violated in the manner alleged in the grievance, and, if so, what the remedy should be within the meaning of the Agreement.

c. The Arbitrator may use past practices or understandings in interpreting, applying, or expressing terms of this Agreement, only insofar as such interpretation or application is not in conflict with any express terms, herein.

d. The decision of the Arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.

e. Jurisdictional Disputes: The Company and the Union recognize that one or more unions (competing unions) with other collective bargaining agreements with the Company ("Competing CBA's") may now or in the future claim a jurisdictional dispute concerning the work performed pursuant to this Agreement. The terms in this Section (XI.e.) shall constitute an agreed-upon method for resolving such jurisdictional dispute(s) which may include, but are not limited to, dispute(s) between the Union, the Company, and competing unions arising either under this Agreement or Competing CBAs concerning which union's members should be assigned to a job and/or whether the Company has assigned work to a competing union in violation of this Agreement. Whereas the purposes of this Agreement would only be partially addressed by an arbitration not binding on all affected parties, the Union and the Company agree to use the Multiple Party Arbitration procedures set forth herein as their exclusive method of resolving jurisdictional disputes that arise under this Agreement or a Competing CBA.

1. Notice and deadline provisions specific to Multiple Party Arbitration of jurisdictional disputes and as follows:

i. The party asserting a jurisdictional dispute must provide written notice of same to the other party and competing union(s) within ten (10) days after such party knew or reasonably should have known of the jurisdictional dispute and thereby request a meeting with the other party and competing union(s) to discuss possible resolution.

ii. If a resolution cannot be reached after the initial meeting, the Union, the Company, or the competing union(s) may submit the jurisdictional dispute to the FMCS or AAA, the results of which shall be final and binding on the Company, the Union, and any competing unions

2. In the event of a jurisdictional dispute in which the Competing CBA does not contain substantially similar provisions for Multiple Party Arbitration of jurisdictional disputes as set forth herein, the Company and the Union will attempt to meet and confer with the

competing union(s) regarding notice, deadline(s), and other procedures necessary to resolve the jurisdictional dispute through Multiple Party Arbitration. If the parties are unable to reach such agreement, the Company and the Union agree to submit the jurisdictional dispute to arbitration pursuant to the arbitration provisions contained in this Agreement, with the intent that the jurisdictional dispute be resolved in a single Multiple Party Arbitration proceeding involving the Union, the Company, and the competing union(s), the results of which shall be final and binding on the Company, the Union, and any competing union(s).

f. All time limits are subject to extension, but only by mutual written agreement.

g. The grievance and arbitration procedure is to be the sole and exclusive remedy for any alleged breach of this Agreement or any other grievable dispute relating to the employment by the Employer of employees covered by this Agreement and the parties agree that any arbitrator shall be bound by the provisions of this Agreement.

ARTICLE XII **Minimum Conditions**

a. **Wages**: The minimum wage rates and wage increases shall be as outlined in "APPENDIX A."

b. **Work Day**: A regular work day shall be computed by totaling the number of hours between an employee's report to work time (hereinafter "call time") and the time the employee is dismissed by the management representative on site at the end of such work day, including meal periods. Employer will provide employee forty-eight (48) hours' notice of his/her call time or as much notice as is reasonably possible.

c. **10 Hour Minimum Call**: All employees shall be guaranteed at least ten (10) hours of paid work.

d. **Work Week**: The workweek shall be 12:01 a.m. Sunday through midnight Saturday. The workweek and ending days may be amended from time to time at Employer's discretion, as necessary to meet any changes in Employer's payroll systems. The Union will be notified as soon as is practicable in advance of such change.

e. **Overtime**:

1. An employee's ten (10) hour minimum call will consist of eight (8) hours at the straight time rate, set forth in Appendix A of this Agreement, and two (2) hours at one and one-half (1.5) times his/her straight time rate. For any actual hours or fractions thereof worked in excess of ten (10) hours up to and through fourteen (14) elapsed hours in any one (1) work day (including meal period) and/or any actual hours worked in excess of forty (40) straight time hours in any one (1) work week, employees shall be compensated at one point six five (1.65) times the straight time rate (hereinafter the "Overtime Rate").
2. An employee shall receive two point two (2.2) times his/her straight time (hereinafter the "Double-time Rate") for all actual hours or fractions thereof worked in excess of fourteen (14) elapsed hours on any work day.

f. **Pyramiding**: It is specifically understood that there shall be no pyramiding of over-time pay made under any of the provision of this agreement.

g. Double Header / Multiple Events:

1. A regular Double Header will have a fourteen (14) hour minimum call with overtime being paid after eight (8) hours of actual work in accordance with the overtime provisions of this Agreement. Employer may use a second crew for the second game of a Double Header to avoid the 14-hour minimum call provision of this subsection (g.1.).
2. A Multiple Event in which the venue is cleared of fans/patrons between events and/or one that requires patrons to purchase two separate admissions, including a "day-night double header," and/or occurring in two (2) separate venues (e.g. baseball then hockey) shall be paid as two (2) 10-hour minimum calls. In such case, the overtime provisions after ten (10) hours in one (1) work day / event are specific to that single event; any time worked or paid in the first event shall not compound or be cumulative to a second or subsequent event.
3. A nutritionally balanced meal shall be provided for and delivered to those employees unable to take a meal break.
4. Employees will be notified at least one (1) week in advance regarding the existence of multiple events in a single day. Such employee will be given the option to decline without retribution.
5. If an employee has confirmed assignment for a Double-Header or single day Multiple Event, the employee shall not be replaced nor have his/her call time changed (unless otherwise prescribed/agreed to herein) to avoid payment of premiums or penalties.
6. The parties agree to meet and confer over any future "Match Play" or other tournament style work.

h. Meal Periods:

1. All meal periods shall be compensated and will be one (1) hour in length. The meal period shall be scheduled as near to the midpoint in the work day as possible and not more than six (6) hours after an employee's "in time" or return to work from a previous meal break.
2. In the event a crew member misses a meal break or incurs a substantially delayed meal break due to work, he/she will be compensated an additional hour at their Overtime Rate; however, such additional hour shall not be considered actual work for the purpose(s) of triggering/calculating overtime pay detailed in subsection XII.e.1., *above*. "Substantial" here shall be defined as a delay of one-half (.5) hour or more; however frequent or consistent delays of less than thirty (30) minutes will be reviewed *via* impromptu labor-management meetings and may thereafter may be subject to the penalty compensation described in this Section (XII.h.2.).
3. If an employee works fourteen (14) elapsed hours, in addition to premium pay, a second one (1) hour meal break shall be due. If a second meal is not provided, the employee will be compensated an additional one hour at their Double-time rate; however, such additional hour shall not be considered actual work for the purpose(s) of triggering/calculating overtime pay detailed in subsection XII.e.1., *above*.
4. In the event the company elects to cater meals on site, such will be nutritionally balanced hot meals appropriate to the time of day. The Employer will make arrangements for food to be served in a comfortable space that is out of the weather.

5. In the event that the company does not elect to cater meals on site, where restaurant facilities are remote, crew members will be given an extended meal period for extra travel time reasonably incurred.

i. Rest Periods:

1. All technicians shall be granted at least two ten (10) minute breaks plus a meal break during a 10-hour shift. The Employer will not unreasonably deny a relief break when necessary.
2. Employees shall be given ten (10) continuous hours off between the time of dismissal and reporting for the next day's work. This rule shall apply to employees traveling from one assignment to another, unless early travel is at the employee's request and later arrangements are available. If less than ten (10) hours in between calls are given, the employee and the Employer shall mutually agree to one of the following remedies:
 - A premium of one and one-half (1.5) times the employee's rate shall be paid for hours invading the ten (10) hour rest break;
 - The Employer shall provide nearby housing;
 - Provide transportation to or from home, the event, or the airport; *or*
 - Provide an adjusted call time. The adjusted call time will also count as the employee's "in time" for the day.

The 10-hour minimum rest period in this subsection (2), *immediately above*, shall not apply if the infringing call time is for work with a second/separate client or rights holder.

3. Employees that must travel after working hours shall be given adequate time and appropriate facilities to clean up before traveling whenever practical to do so.
4. Outdoor Events: Additional rest periods and/or relief personnel will be discussed and agreed upon, whenever practicable, in advance of crewing any outdoor event where extreme temperatures (heat or cold) and/or exposure to other severe weather elements (e.g. high winds, persistent and/or driving rain, etc.) are likely. In the absence of any specific agreement by the parties on staffing and/or relief breaks in such conditions, the parties will consult and abide by the relevant OSHA guidelines for same.

j. Cancelled Calls:

1. If the Employer cancels an assignment of a previously booked employee the Employee shall be compensated one-half (.5) of his/her day rate for less than seventy-two (72) hours' notice, and a full day rate for less than forty-eight (48) hours' notice. If the Employer offers (or finds a third party to offer) the employee another job during that same time period, no additional fee shall be due as long as the job compensation and circumstances relating to that job are equal to the cancelled call.
2. In the event that operations are temporarily curtailed in whole or part, neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, strikes, wars, riots, or events which frustrate the purpose of broadcast or make it impossible to continue operations.

k. Employees Not Present at Call-time:

1. An employee's paid time will begin at the scheduled work call, provided employee is present at the work site at that time; however, if an employee arrives at the work site after the scheduled work call, the minimum day rate for his/her 10-hour call shall be reduced

by the amount of time between the scheduled work call and the employee's actual arrival time (rounded to the nearest quarter (.25) hour).

2. If an employee is sufficiently late that a replacement crew person (another employee engaged to perform the late employee's job assignment) is brought in, the late employee will not be shown as present and no wage or compensation is owed. Application of this subsection (b.2.), including but not limited to thresholds for frequency and degree of lateness and communication between late employee and Employer/crew are subject to review and revision *via* labor-management meetings.

1. Parking: Employees' actual parking costs to be reimbursed by Employer according to the following schedule:

- July 1, 2019 through June 30, 2020: Not to exceed \$20.00 per event
- July 1, 2020 through June 30, 2021: Not to exceed \$25.00 per event
- Beginning July 1, 2021: Not to exceed \$30.00 per event

Employer may pre-pay or pre-arrange parking at secure lots within reasonable distance from the venue. Employees shall provide notice to Employer of parking and all other reimbursable expenses within twenty-four (24) hours after the expense is incurred and original receipt must thereafter be provided to Employer within fourteen (14) days.

ARTICLE XIII

Holidays

a. The following shall be deemed holidays, irrespective of the day of the week on which the holiday may fall: Labor Day, 4th of July, Memorial Day, and Thanksgiving Day, Christmas Day, and New Year's Day. Christmas and New Year's holiday shall start on 6:00 p.m. the day preceding the holiday and end on midnight at the end of the actual holiday.

b. If an employee is engaged to work or travel on any of the holidays listed above, the employee will be compensated at the rate of one and one-half (1.5) times his/her applicable rate of pay for the daily guarantee and two (2) times his/her straight time hourly rate for all work time after the tenth (10th) elapsed hour.

ARTICLE XIV

Payment of Wages

a. Employer shall maintain a regular payroll period. Employees' wages will be paid on a bi-weekly basis, resulting in twenty-six (26) pay periods per year. Work performed during a bi-weekly period will be processed in the following bi-weekly period and paid in the bi-weekly period thereafter. Employer acknowledges bargaining unit's preference for a direct deposit option and agrees to investigate and consider developing same.

b. Employer shall regularly provide to each employee a detailed accounting of all monies and benefits paid and any deductions made within the previous payroll period.

c. No employee covered by this Agreement shall be responsible for handling Employer's cash.

ARTICLE XV
Job Classifications

Bargaining unit personnel shall not be responsible for crowd management/control.

a. Technical Directors: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing the visual portion of the telecast. The Technical Director shall have the required skills to program and operate the required switcher, DVE's, capture/playback equipment/fast forward channel outputs, still store, and other related equipment necessary to fulfillment of his/her job skills/responsibilities. Additional skills include but are not limited to: layout of the monitor wall and tallies, coordination of the tech schedule, and performing fax and transmission checks.

b. Audio A-1: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing the audio and communications portion of a telecast. The Audio A1 shall have the required skills to program and operate the required audio board and other equipment related to mixing, editing, dubbing, transferring, routing, and patching of the required audio, communications, and RF portion of a telecast and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills/responsibilities. Additional skills include but are not limited to: running and interfacing of multiple building-to-truck, truck-to-truck, and other interconnect cabling and performing fax and transmission checks.

c. Audio A-2: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing the audio portion of a telecast. The Audio A2 shall have the required skill to setup and troubleshoot microphones, intercom, and cabling related to the audio, communications and RF portion of a telecast and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills/responsibilities. Additional skills include but are not limited to: assisting/relieving the A1 with his/her direct skills as may be required and running and interfacing of multiple building-to-truck, truck-to-truck, and other interconnecting cabling.

Audio:

- On a show where there are two (2) or more "on camera" positions are set-up during a single production, the company shall engage at least two Assistant Audio Technicians.
- At least two audio assistants shall be employed on productions utilizing RF equipment.
- Audio Assistants shall not be asked to perform the duties of the Stage Manager or operate cameras.
- For dual feeds there will be a separate audio crew.
- At least one (1) Audio A2 will be employed for each production.

d. Video Controller / V-1: Shall work under the direction of the Producer, Director, Engineer in Charge and/or Crew Chief to implement his/her instructions for providing the image portion of a telecast. The V1 shall have the required skills to execute camera and video cabling, connections, and patching, to maintain images to broadcast standards, and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include but are not limited to: running and interfacing of multiple building-to-truck, truck-to-truck, and other interconnect cabling.

Video:

- Video Controllers painting/irising/shading six (6) or more manned cameras will be paid a flat premium fee in the amount of seventy dollars (\$70.00)
- A single Video Controller can paint/iris/shade no more than nine (9) cameras including color corrected feeds. Clock, scoreboard, and locked off POVs are not included unless the Video Controller is asked to actively color correct the POVs. After nine (9) cameras, a second experienced Video Controller is required.
- In the event of a dual feed there shall be a second Video Controller engaged.
- If a second Video Controller is engaged, he/she shall be assumed to share the overall video workload.

e. Graphics Operator: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing the graphics portion of a telecast. The Graphics Operator shall have the required skills to program, operate, and download the required graphics elements (manually or *via* download). The Graphics Operator will use a generator/computer to create, program, edit, and display graphics and operate perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities.

Graphics:

- Graphics Operator to receive an additional fifty-dollar (\$50.00) fee if no Graphics Coordinator is hired

f. Graphics Coordinator: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for coordinating the graphics portion of a telecast. The Graphics Coordinator shall have the required skills to assist the Graphics Operator and/or coordinate the required graphics used on air and to operate/performance other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities.

g. Hard Camera Operator: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing hard studio-type camera operations. The Hard Camera Operator shall have the required skills to cable, assemble, and operate hard studio-type video cameras and assist with cabling and setup of video monitors, lighting, telestrator, and radar/speed gun. Operators shall have the ability to assist the Video Controllers and truck engineers in troubleshooting and to operate perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include, but are not limited to: running of multiple building-to-truck, truck-to-truck, and interconnect cabling.

h. Handheld Camera Operator: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing handheld camera operations. The Handheld Camera Operator shall have the required skills to cable, assemble and operate handheld video cameras and assist with cabling and setup of video monitors, lighting, telestrator, and radar/speed gun. Operators shall have the ability to assist the Video Controllers and truck engineers in troubleshooting and to operate/performance other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities.

Additional skills include but are not limited to: running of multiple building-to-truck, truck-to-truck, and other interconnect cabling.

i. Robotic Camera Operator: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing remote-controlled camera operations. The Robotic Camera Operator shall have the required skill to cable, assemble, balance, operate, and tear down the robotic-style camera crane as well as the ancillary equipment that goes with robotics. The Robotic Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include but are not limited to: running of multiple building-to-truck, truck-to-truck, and other interconnect cabling.

j. Jib Camera Operator: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her directions to provide quality jib-camera maneuvers. The Jib Operator shall have the required skills to cable, assemble, balance, operate, and tear down jib-style camera crane as well as the ancillary equipment that goes with the crane. The operator shall have the ability to assist Video Controller(s) and Engineers in troubleshooting and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities.

k. RF Camera Operator: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for providing quality wireless RF camera operations from the shoulder and/or from a tripod. RF camera operators shall have the ability to move throughout the venue, inside or out, at the discretion of the director within range of the RF receive antennas. The RF operator shall be included in the production's communications system. The RF Camera Operator shall have the required skills to assemble and operate wireless RF cameras, including knowledge of and familiarity with RF frequencies, receive sites, receive antennas, RF range, camera batteries, and battery chargers. The RF Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate/perform other related equipment/services necessary to the fulfillment of their job skills, assist with cabling and setup of video monitors and lighting, telestrator, and radar/speed gun. Additional skills include but are not limited to running of multiple building-to-truck, truck-to-truck, and other interconnect cabling. *** Effective July 1, 2020, the position of RF Camera Operator shall be accreted into the Bargaining Unit and thereafter covered under this Agreement.

l. ENG Camera Operator: Shall work under the direction of the Producer, Director, and/or Crew Chief to implement their instructions for providing ENG/EFP video. The ENG/EFP Operator shall have the required skills to assemble and operate the ENG/EFP cameras; setup of video monitors, audio, and lighting. The ENG/EFP Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate / perform other related equipment / services necessary to the fulfillment of their job skills and responsibilities. *** Effective July 1, 2020, the position of ENG Camera Operator shall be accreted into the Bargaining Unit and thereafter covered under this Agreement.

Camera:

- Robotic Camera Operators shall receive a call-in time the same as the earliest Camera

Operator for the event. Robotic Operators shall not be required to operate more than two (2) cameras at any one time or set up more than one system without assistance (for example; a utility to provide assistance).

- A single Handheld Camera Operator on a dual-feed show shall receive an additional twenty-five dollars (\$25.00), *** effective July 1, 2020, thirty dollars (\$30.00). This fee shall not apply if more than one (1) Handheld Camera Operator is engaged.
- Any employee not engaged as a Camera Operator will receive additional compensation of fifty dollars (\$50.00), ***effective July 1, 2020, fifty-five dollars (\$55.00), for operating "Booth" cameras for thirty (30) minutes or less;
- For the period July 1, 2019 to June 30, 2020, any Camera Operator performing ENG duties shall receive an additional seventy-five dollars (\$75.00) per shift, provided that:
 - the Operator shall still be required to set-up and tear-down his/her assigned camera; *and*
 - the ENG duties shall not exceed one and one-half (1.5) work hours (a dedicated ENG Operator shall be hired for ENG duties exceeding the one and one-half (1.5) hour limit).

*** Effective July 1, 2020, the Parties shall recognize and establish ENG Camera Operator as work under this Agreement at the wage/rate set forth in Appendix A.

m. Capture Playback Operator 1 (Lead EVS/CPO1): Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief and/or Tape AD/Tape Producer to implement his/her instructions for providing record/playback/slomo operation and playlist execution of a multi-channel video recording device. The CPO1 shall have the required skills to record, edit (assembly of various elements), slomo, playback, construct, and execute elements/playlists and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills. Additional skills include but are not limited to: monitor and router layout and organizing and assembling melts.

n. Capture Playback Operator 2 (RO/CPO2): Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief and/or Tape AD / Tape Producer to implement their instructions for providing record / playback/ super slow-motion operation of videotape machine(s) or digital recording device. The Capture Playback Operator 2 shall have the required skills to record, slomo, and playback recorded elements and to operate / perform other related equipment / services necessary to the fulfillment of their job skills and responsibilities. Additional skills include but are not limited to: monitor and router labeling and layout and organize and assemble melts.

o. Capture Playback Operator 3 (RO/CPO3): Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief and/or Tape AD/Tape Producer to implement his/her instructions for providing record/playback/slomo operation of one or more videotape machine(s). The CPO2 shall have the required skills to record, slomo, and playback recorded elements and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include but are not limited to: monitor and router layout and organizing and assembling melts.

Capture Playback:

- Any CPO operating more than one (1) replay source will receive a flat premium fee in the amount of seventy dollars (\$70.00)

- Operators shall not be responsible for more than two (2) playback channels or assigned to run more than two (2) slow motion machines at one time.
- For the period from July 1, 2019 to June 30, 2020, Operators shall receive a fifty-dollar (\$50.00) fee for operation of an X-Mo or other/similar super-slow motion controller. ***Effective July 1, 2020, there shall be a further division of Capture Playback crafts to establish/incorporate a CPO3 that shall be the “RO” position and, thereafter, the CPO2 shall be responsible for the operation of any X-mo or other/similar super-slow motion controller as well as other duties to be negotiated by the Parties.
- Multi-channel machines: If more than four (4) playback channels are utilized, a minimum of three (3) operators shall be employed. A CPO will not be responsible for more than four (4) production-controlled channels during a show. A 6-channel machine operator will be paid at the CPO1 regular rate of pay.

p. Utility: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or others to implement his/her instructions for assisting camera and/or other operations. The Utility shall have the required skills to cable and assist with the operations of all video, audio, and lighting equipment, provide active cable assistance to moving camera operators during all phases of camera operations, assist other crew and truck engineers in troubleshooting, and to perform other related services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include but are not limited to: running of multiple building to-truck, truck-to-truck, and other interconnecting cabling and setup of monitors, radar/speed gun, and telestrator (also including sets and stage materials).

Utility

- A dedicated Utility worker shall be assigned to all Handheld Camera Operators, unless the handheld camera is at a location that does not move during the event.

q. Score Box Operator: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing score box computer operations. The Score Box Operator shall have the required skills to setup and operate the required computer, to input statistics and graphic elements (manually or *via* download), and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include but are not limited to: setup and troubleshooting of radar/speed gun.

Score Box

- Employer will employ a Score Box Operator if the score box is manually or remotely manipulated during the production (unless per past practice the score box is used to only display a logo).

r. Stage Manager: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing management of on-air talent. The Stage Manager shall have the required skills to assist talent and operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities.

s. Statistician: Shall work under the direction of the Graphics Coordinator and/or talent to provide statistical information for the Graphics Coordinator and/or talent that pertains to the event as necessary to inform the talent and/or help build graphics for the broadcast. The

Statistician should have the knowledge and the ability to research game information as it pertains to the event.

Late Call employees

- The Score Box Operator, Stage Manager, and Statistician shifts are understood to be six (6) elapsed hours and to begin no more than three (3) hours before the game/event start time. If Employer requires/requests a Score Box Operator, Stage Manager, or Statistician to report for work more than three (3) hours before the game/event start time and/or the employee is required to work more than six (6) hours, the employee shall receive a premium/fee for each additional hour or fraction thereof.
- Such premium/fee shall be calculated by taking the relevant craft's Appendix A Day Rate or employee's prior agreed Day Rate, whichever is higher, divided by six (6) then multiplied by one and one-half (1.5), less the amount of Employer's per hour Health Plan contribution.
 - By way of example, a single additional hour for a craft Day Rate of \$240.00 is \$240.00 divided by six (6) hours which equals \$40.00 (the Late Call base rate for the craft in this example. The Late Call base rate is then multiplied by one and one-half (1.5) to equal \$60.00, less the amount of the applicable hourly healthcare contribution (determined in Article XXII.a.). Continuing this example, a healthcare contribution of \$5.00/hour subtracted from the \$60.00 would render a premium/fee of \$55.00 for each additional hour or fraction thereof worked by the Late Call employee.
- All late call employees to receive a minimum 10-hour benefit contribution per work day. No additional compensation or benefit payment is due for above hours worked early and/or in excess of six (6) hours up to and including ten (10) hours; however, all provisions of the CBA shall be applicable to any time worked after the tenth (10th) elapsed hour.

t. ENG/EFP Utility: Shall work under the direction of the ENG/EFP Photographer, Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing assistance to an ENG/EFP recording. The ENG/EFP Grip shall have the required skills to cable and assist operations of all video, audio, and lighting equipment related to an ENG/EFP recording and/or the fulfillment of his/her job skills/responsibilities. The ENG/EFP Utility shall be paid at the Appendix A Utility rate plus a fee of twenty-five dollars (\$25.00).

u. ENG/EFP Audio A2: Shall work under the direction of the ENG/EFP Photographer, Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing the audio portion of an ENG/EFP recording. The ENG/EFP Audio A2 shall have the required skills to setup and troubleshoot microphones and cabling and assist in lighting related to an ENG/EFP recording and/or the fulfillment of his/her job skills/responsibilities. The ENG/EFP Audio A2 shall be paid at the Appendix A A2 rate.

ARTICLE XVI

Working Out of Classification and Authorization for Fees and Premiums

a. An employee whose call was for a given classification but is then assigned the duties of higher paid classification shall be paid at the rate of the higher paid classification for the entire day, except for operation of the booth or clock cameras for thirty (30) minutes or less in duration.

b. When an agent of the rights holder requests or compels a technician(s) to provide any of services which require the Employer to pay an additional fee or premium or incur a penalty for such work, the employee shall initial a check off sheet that indicates the request(s), and/or have such duties approved by the appropriate Employer designee.

ARTICLE XVII **Safety and Health**

a. The Employer recognizes the need to provide employees a safe and healthy working environment. If safety gear is required for an assignment, the Employer shall provide such gear.

b. The Employer will provide a representative on site that will have knowledge of the client's requirement for the broadcast and will supervise the crew.

c. If a possible unsafe situation occurs during an event, the potential problem should immediately be reported to the management representative on site. The management representative will consult with the job steward and shall make any adjustments to hazards that the management representative feels need immediate attention. No employee shall be disciplined or discharged for failure to participate in an activity that exposes the individual to danger.

d. An active and authoritative safety committee consisting of at least one (1) member of the Union local and sufficient number of management representatives (relevant to issues being addressed) shall be established and shall meet in-person or by telephone as needed to discuss safety problems. The designated union committee member shall not suffer any loss of wages with respect to any meeting involving safety matters. Outside of emergency situations, these meetings shall not occur during work hours.

e. Any employee can inform the safety committee of possible unsafe working conditions. The committee will investigate and within five (5) workdays and, either advise the Employer of any unsafe condition(s), or advise the employee that no unsafe condition exists. If the Employer is advised of an unsafe work condition, the condition will be investigated within five (5) days and corrected as needed.

f. Where access to rest rooms is considered inconvenient, the Employer will make every reasonable effort to provide adequate facilities near the truck location. Cool water will be made available at the truck location from the start to the end of the work call.

ARTICLE XVIII **Training and New Technology**

a. The Employer and the Union both agree that it is important for employees to continue to advance their skill and abilities. As new technology emerges the Employer's first priority, to insure the availability of qualified freelancers, will be to train current freelancers in the new technology.

b. Any freelancer currently on the hire list can ask for training in a new job category, and receive that training, as time and equipment is available. Training positions will not be added to an event unless a normal full crew is assigned to the event, in addition to the trainee. If the Employer bills for the trainee's hours the trainee shall also be paid his/her regular rate. Otherwise, the trainee is unpaid. The provision for such training is subject to Employer and any employee serving as

trainer mutually agreeing on compensation to train or supervise training of another employee/freelancer.

c. The Employer and the Union agree that advances in technology require a forum to discuss and resolve issues related to the training of employees covered by this Agreement. To that end, the parties hereby establish a Joint Training Committee. The Committee will research and develop training programs of mutual benefit to the Employer and the Union (including but not limited to "Viz," fibre, and "Dyno"). The Committee members will be selected on an *ad hoc* basis and will meet and confer at a time agreeable to both parties.

ARTICLE XIX

Travel

a. Employees shall establish and report to Employer their local residence / home area. A work location / venue more than fifty (50) miles from the employee's residence shall be considered a Distant Location. When employees are asked to report to a Distant Location, the following shall apply:

1. Travel expenses will normally be billed directly to Employer; however, where direct billing is not possible, employees may pay for hotel (lodging), cost of common carrier, cabs, tolls, rental cars, gas, and parking, and such actual costs shall be reimbursed by the Employer in accordance with the pay-period detailed in Article XIV.a. of this Agreement, provided that:
 - Employer had advance notice of and had approved such expenses;
 - employee reports to Employer the actual totals incurred within forty-eight (48) hours after the job on which the travel occurred; *and*
 - employee provides actual receipts to Employer prior to the close of the pay period for which payment of the job/travel is due.
2. A *per diem* of \$60.00 shall be paid to an employee for each day or fraction thereof such employee is working outside his/her local residence / home area (inclusive of travel days).

b. Employees traveling by common carrier shall be compensated at one half (.5) of his/her regular rate of pay if the time spent traveling to or from a remote location does not exceed five (5) hours. If time spent traveling exceeds five (5) hours, he/she shall be compensated his/her 10-hour minimum call rate of pay.

c. Travel is defined as: One (1) hour before scheduled departure of the common carrier and end upon reasonable arrival at the event location or hotel.

d. Employees who travel by personal car in excess of fifty (50) miles to or from work will be compensated at the rate of twenty-five dollars (\$25.00) per hour, paid in one-quarter (.25) hour increments rounded to the next quarter hour. This includes passengers of a carpool.

1. Employees will receive applicable healthcare and retirement benefits for each hour driven/paid.
2. Employees will be paid a minimum call at their agreed craft rate with healthcare, annuity, and full pension contribution if drive-time exceeds six (6) hours.

e. If an Employee is offered a common carrier travel by the Employer, but chooses to travel by

car rather than by common carrier, he/she shall be compensated at the applicable common carrier rates as outlined in Section “b” of this Article.

f. In addition the driver/vehicle owner will also be compensated for mileage equal to the maximum allowed by the IRS, as adjusted from time to time.

g. Employees will not use personal vehicles to transport equipment or perform any Company business.

h. Dark-days to be paid at one-half (.5) of employee’s minimum call with full per diem, full pension, and one-half (.5) of daily minimum healthcare contribution (applicable rate paid for each of the five (5) hours in employee’s one-half minimum call).

i. Employees based in Other IATSE Jurisdictions: Consistent with industry practice, if an employee is transported into the jurisdiction of a local union of the IATSE from another IATSE local union’s jurisdiction where Employer or any subsidiary or DBA of Employer holds a collective bargaining agreement (CBA) with the IATSE, the following shall apply:

1. The wage, benefit, travel, and per diem sections of the CBA of the employee’s home local shall apply and travel with the employee
2. The working conditions (e.g. rest periods, meal breaks, staffing, parking, etc.) of the CBA in the jurisdiction that the employee travels to – this Agreement – shall apply.

Employees that are traveled in from another jurisdiction shall not count against any accumulated Referral List waiver/exceptions in Article V, Section d.

ARTICLE XX **National Telecasts**

Employer agrees that when Employer is engaged by FS1 Remote Production, LLC to provide technical production crew employees to FS1 Remote Production, LLC for “Fox Sports 1” and “Fox Sports 2” for remote sports production events produced by/for FS1 Remote Production, LLC within the geographic jurisdiction of this Agreement, the wages paid by Employer as shown in Appendix A” will be increased by five percent (5%) percent. Wage scale and per diem for Non-exclusive Core Travelers engaged on “Fox Sports 1” and Fox Sports 2” telecasts are further detailed in Side Letter (1) to this Agreement, attached hereto.

ARTICLE XXI **Labor-Management Committee**

A Labor Management Committee shall be established, with an appropriate number of representatives from each side sufficient to address the issues before it. The committee shall meet at least annually and such meetings may be in-person or by telephone. Any member of the committee can submit issues for committee consideration.

ARTICLE XXII **Health and Welfare**

a. For each hour worked by an employee or paid for by Employer, Employer shall contribute to the IATSE Health and Welfare Plan the following:

- From July 1, 2019 to June 30, 2020: \$7.50 per hour

- From July 1, 2020 to June 30, 2021: \$7.75 per hour
- From July 1, 2021 to June 30, 2022: \$8.00 per hour

b. The Employer shall contribute to the IATSE Annuity Fund on behalf of each employee the following percentage of such employee's gross wage:

- From July 1, 2019 to June 30, 2020: 3.25%
- From July 1, 2020 to June 30, 2021: 3.50%
- From July 1, 2021 to June 30, 2022: 4.00%

In addition to the mandatory uniform Employer contribution for all eligible employees, each such employee may elect to defer part of his/her salary, in writing to Employer, subject to statutory limitations and the rules of the Annuity Fund, and the Employer will transmit those salary deferrals to the Annuity Fund by the 10th day of each month following the end of the month in which the covered services were performed.

c. The Employer shall make the following defined pension plan contributions to the IATSE National Pension Fund on behalf of each employee:

- From July 1, 2019 to June 30, 2020: \$7.00 per day worked
- From July 1, 2020 to June 30, 2021: \$9.00 per day worked
- From July 1, 2021 to June 30, 2022: \$10.00 per day worked

d. Contributions shall be made by separate check to the "IATSE Health and Welfare Fund" and the "IATSE Annuity Fund" and the "IATSE National Pension Fund" no later than ten (10) days after any month in which payment to an employee for work under this Agreement was due/paid. In conjunction with each such payment, Employer shall submit a remittance report in accordance with the relevant Trust Acceptance Agreement and follow with a report to the local's Secretary Treasurer stating the amounts contributed for each employee.

ARTICLE XXIII

Accommodation of Sick-pay and Paid-leave Ordinances

To the fullest extent permitted, this Agreement shall operate to waive any applicable municipal sick-pay and/or paid-leave ordinances as they may exist now or in the future. This Agreement shall supersede and be considered to have fulfilled all requirements of such ordinances as presently written and/or amended during the life of this Agreement.

ARTICLE XXIV

Separability and Savings

If any clause of this Agreement shall be determined to be illegal by a court or other tribunal of competent jurisdiction, it shall be severed from this Agreement, and the rest of the Agreement shall not thereby fail or be rendered null and void.

ARTICLE XXV

Entire Agreement

This Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment and all similar or related subjects. During the term of this Agreement, neither the Employer nor the Union will be required to negotiate any further matters affecting

these or any other subjects not specifically set forth in this Agreement, whether or not such subjects were discussed or were within contemplation of either or both parties at the time they negotiated this Agreement. There are no understandings or agreements which are not set forth in this Agreement, and any future understandings or agreements are valid and enforceable only if reduced to writing, making specific reference to this provision, Article XXVI – Entire Agreement, and signed by authorized representatives of the parties.

ARTICLE XXVI
Term of Agreement

This Agreement shall be effective as of July 1, 2019 and shall continue to and including June 30, 2022. All terms are effective upon execution of this Agreement. Negotiations for amended terms of this Agreement shall begin upon written request of either party, no later than sixty (60) days before the expiration date. In the event that neither party gives such notice, the Agreement shall be deemed renewed without amendment and shall continue from year to year until notice has been served.

CLARION NORTH AMERICA, INC.

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS,
ARTISTS AND ALLIED CRAFTS

Kelly S. Doerner
Its: PRESIDENT
Date: September 1, 2019

[Signature]
Its: Dept. Co-Director
Date: 9/27/19

IATSE LOCAL 414

[Signature]
Its: PRESIDENT
Date: 9/16/2019

APPENDIX A – WAGES

Hourly Rates			
Craft	7/1/19 - 6/30/20	7/1/20 - 6/30/21	7/1/21 - 6/30/22
Technical Director	\$52.80	\$54.39	\$56.02
Audio A-1	\$52.80	\$54.39	\$56.02
Audio A-2	\$42.14	\$43.40	\$44.70
Lead EVS / CPO1	\$52.80	\$54.39	\$56.02
CPO2	\$42.14	\$48.82	\$50.28
RO / CPO3	n/a	\$43.40	\$44.70
Hard Camera Position	\$42.14	\$43.40	\$44.70
Handheld Camera Operator	\$47.29	\$48.70	\$50.17
Robotic Camera Operator	\$46.81	\$48.21	\$49.66
Jib Camera Operator	n/a	\$50.00	\$51.50
RF Camera Operator	n/a	\$50.00	\$51.50
ENG Camera Operator	n/a	\$52.49	\$53.79
Video Controller (V1)	\$52.80	\$54.39	\$56.02
Assistant Video Controller (V2)	\$42.14	\$43.40	\$44.70
Graphics Operator	\$52.80	\$54.39	\$56.02
Graphics Coordinator	\$30.86	\$31.79	\$32.74
Score Box Operator **			
Stage Manager **			
Utility	\$21.92	\$22.58	\$23.25
Statistician **			

*** Hourly rate detail for short call / asterisked crafts on page 16 and 17 of this Agreement*

Minimum Daily Rates			
Craft	7/1/19 - 6/30/20	7/1/20 - 6/30/21	7/1/21 - 6/30/22
Technical Director	\$580.82	\$598.24	\$616.19
Audio A-1	\$580.82	\$598.24	\$616.19
Audio A-2	\$463.50	\$477.41	\$491.73
Lead EVS / CPO1	\$580.82	\$598.24	\$616.19
CPO2	\$463.50	\$537.00	\$553.11
RO / CPO3	n/a	\$477.41	\$491.73
Hard Camera Position	\$463.50	\$477.41	\$491.73
Handheld Camera Operator	\$520.15	\$535.75	\$551.83
Robotic Camera Operator	\$514.90	\$530.35	\$546.26
Jib Camera Operator	n/a	\$550.00	\$566.50
RF Camera Operator	n/a	\$550.00	\$566.50
ENG Camera Operator *(Hard + \$100)	n/a	\$577.41	\$591.73
Video Controller (V1)	\$580.82	\$598.24	\$616.19
Assistant Video Controller (V2)	\$463.50	\$477.41	\$491.73
Graphics Operator	\$580.82	\$598.24	\$616.19
Graphics Coordinator	\$339.49	\$349.67	\$360.16
Score Box Operator	\$259.19	\$266.97	\$274.97
Stage Manager	\$280.68	\$289.10	\$297.77
Utility	\$241.12	\$248.35	\$255.80
Statistician	\$191.07	\$196.80	\$202.71

No individual shall have their wages reduced as a result of this Agreement.

Side Letter 1 re: Fox Sports 1 / Fox Sports 2

The following will serve as amendments to this Agreement with respect to "Fox Sports 1" and "Fox Sports 2" (national cable channels). The parties have agreed that the terms and conditions cited below are modifications to the Clarion North America, Inc. – IATSE Agreement for Milwaukee, and these terms as modified in this Side Letter (1), not the terms contained in this Agreement are the ones to be relied upon for the term of this Agreement.

Any remote sports production events produced by/for FS1 Remote Production, LLC within the geographical jurisdiction of the Agreement shall otherwise be in conformance with the Clarion North America, Inc. CBA. These amendments are applicable to events produced for distribution on "Fox Sports 1" and/or "Fox Sports 2" only:

- 1) Wages contained in "Appendix A" will be increased by 5% over the rate annotated for the applicable period.
- 2) The parties acknowledge that employees traveling with a package shall be non-exclusive unless employed under the terms of an existing Fox Regional Sports Network Travel Side Letter with the below listed provisos/exceptions. If Clarion North America, Inc. is engaged to crew or payroll employees who are hired to travel outside of their home region for an FS1 or FS2 package by FS1 Remote Productions, LLC the following rates shall apply.

Wages and *per diem* for Non-Exclusive Core Travelers:

Crafts	7/1/19 - 7/31/19	8/1/19 - 7/31/20	8/1/20 - 7/31/21
Technical Director	\$64.64	\$66.58	\$68.58
Audio A1	\$64.64	\$66.58	\$68.58
Audio Assistant A2	\$58.61	\$60.37	\$62.18
Parab / Audio A3	\$35.58	\$36.65	\$37.75
Video Controller / V1	\$62.08	\$63.94	\$65.86
Assistant Video Controller V2	\$58.61	\$60.37	\$62.18
CPO1 / EVS Op	\$62.08	\$63.94	\$65.86
VTR/RO	\$58.61	\$60.37	\$62.18
Camera Op	\$58.61	\$60.37	\$62.18
Handheld Camera Op	\$58.61	\$60.37	\$62.18
Robotic Camera Op	\$62.08	\$63.94	\$65.86
Graphics Op	\$62.08	\$63.94	\$65.86
Score Box Op	\$58.61	\$60.37	\$62.18
Utility	\$35.58	\$36.65	\$37.75

	7/1/19 - 7/31/19	8/1/19 - 7/31/20	8/1/20 - 7/31/21
Per diem	\$77.22	\$78.00	\$79.00

Non-Exclusive Core Traveler wages and *per diem* under this Side Letter for any contract period after 7/31/21 shall continue at the 8/1/20 rates unless subsequently negotiated/re-negotiated and approved by both Parties.

It is expressly understood that no other craft fees shall apply to Non-Exclusive Core Travelers.
Side Letter 1 re: FS1/FS2 (page 25 of this Agreement) is hereby agreed and accepted:

CLARION NORTH AMERICA, INC.

INTERNATIONAL ALLIANCE OF
THEATRICAL STAGE EMPLOYEES,
MOVING PICTURE TECHNICIANS,
ARTISTS, AND ALLIED CRAFTS

Kelly S. Doerner
Date: September 1, 2019

Stacy
Date: 9/27/19

IATSE LOCAL 414

[Signature]
Date: 9/16/2019