

## **PROGRAM PRODUCTIONS, INC. – IATSE SOUTHWEST AGREEMENT**

This Agreement is made and entered into as of December 1, 2022, by and between Program Productions, Inc. (Hereinafter “PPI,” “Company,” or “Employer”) 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 (Hereinafter “Union”).

### **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 technicians employed/working in and/or hired in and transported from one of the following geographic locations:

1. Arizona – Local 748

Employees in the job classifications outlined in the Arizona Appendix in connection with the live broadcast or recording of sporting events within the State of Arizona; *and*

2. Texas – Local 796

Employees in the job classifications outlined in the Texas Appendix in connection with the live broadcast or recording of sporting events within the State of Texas.

b. The Recognition in (a), *above*, 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. The Parties agree and acknowledge that such Recognition shall *not* serve to combine the certified and distinguishable bargaining units of Texas and Arizona.

c. Inclusions: Full inclusions of classifications are listed within the Rate Scales shown in the Arizona and Texas Appendices.

d. Exclusions: All other persons and categories not listed in one of the relevant Appendices (Arizona, and Texas) are excluded. Time Out Coordinators, even where listed in one of the relevant Appendices, are excluded to the extent that they are provided by the league/team.

e. This Agreement is intended to cover the employment of the above Employees for professional sporting events and NCAA Division 1 (football and men’s basketball and hockey) events. If the Employer is engaged to crew events other than defined above, the parties shall meet and confer with the designated IATSE International Representative and the appropriate local Business Agent(s) 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.

f. 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. Although it is

understood that Employer's business is to provide 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, Employer shall comply with all minimum staffing requirements in this Agreement unless bargained otherwise in advance with the appropriate local's Business Agent.

## **Article II: Union Security and Referral Fee Withholdings**

- a. Within thirty (30) calendar days of initial hire of any Employee covered by this Agreement, Employer shall notify the Union of the name, address, social security number, date of hire, classification, dates of employment and gross wages earned by each Employee on an ongoing basis.
- b. **Referral Fee Check-Off and Withholding:** Employer agrees to deduct Union Referral Fee(s) from all wages earned by Employees covered by this Agreement who execute a valid Referral Fee Check-off/Deduction authorization. The Union (*via* the appropriate local's Business Agent/Representative) shall notify the Employer of the amount to be withheld from the Employee's wages and will maintain a signed Referral Fee Check-off/Deduction authorization form for each Employee. The appropriate local will make such authorizations available to the Employer effective with the start date of this Agreement, and thereafter on an annual basis, and will also submit to the Employer, on an ongoing basis, a list of all Employees who have chosen to withdraw the authorization of said check-off forms. Employer reserves the right to cease the deduction for Union Referral Fee(s) from any Employee from whom it receives a signed form withdrawing his or her authorization so long as the Employer notifies the designated Representative of the appropriate Union Local that it has received such notice. Union agrees to hold the Employer harmless for the authorized deduction of any Referral Fee(s). Notices of Authorizations or Withdrawals of Authorizations will be effective twenty-one (21) days after receipt by Employer.
- c. The above reference to locals of the IATSE is limited to the purposes of this Article (II.) and shall not create local jurisdictions or affect the status of the IATSE itself as sole and exclusive representative of all Employees in these bargaining units.
- d. The IATSE shall indemnify and hold harmless against any claims or liability arising from Employer's compliance with Article II, b., *above*. The foregoing obligations in this Article are to be interpreted and applied consistent with applicable law.

## **Article III: Sub-Contracting**

- a. The Employer may not subcontract with third parties for the performance of work within the scope of this Agreement, unless the Employer determines that insufficient qualified Employees are available in the market or special skills or equipment is needed and cannot be supplied by the Union. Before subcontracting, the Employer shall give notice to the Union of such intended changes and the opportunity to discuss the situation before implementation.

b. The Employer shall inform the Union of subcontracting needs at least thirty (30) days before implementation or as soon as practicable if changes are to be made with less than thirty (30) days' notice. Prior to implementing substantive changes in past practices with respect to staffing/manning requirements or to subcontracting, the Employer shall give notice of such intended changes and the opportunity to discuss the situation prior to implementation. The requirements of this paragraph are not applicable to subcontracting caused by equipment limitations.

#### **Article IV: Management Rights**

a. 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.

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

1. To hire, suspend, transfer, promote, demote and discipline Employees and to maintain and improve their discipline and efficiency;
2. To lay-off, terminate, or otherwise relieve Employees from duty;
3. To eliminate, change, or consolidate jobs;
4. To install new jobs;
5. To direct the method and process of doing work, and to introduce new and improved work methods or equipment;
6. To determine the location where work is to be performed;
7. To determine the starting and quitting times, the time for lunch and rest breaks, the number of hours to be worked;
8. To make and modify rules and regulations that the Employer deems necessary for the conduct of its business and to require their observance.
9. To require adherence to Company's policies as contained in the Program Productions Field Employee Handbook (a copy of which is available via the Pro Crewz App or on the PPI web address at: [https://programproductions.com/employees/.](https://programproductions.com/employees/))

#### **Article V: Hiring and Hiring Practices**

a. The Referral List: Each local under this Agreement will maintain and provide the Employer its Referral List of qualified individuals inclusive of 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, has determined that the person resides within the jurisdiction of the applicable local(s), and is qualified to perform the jobs indicated. Each local's quarterly Referral List shall be sent to Employer at [unionlist@programproductions.com](mailto:unionlist@programproductions.com), and any mid-quarter revisions thereto shall only apply to future, unstaffed events. Additionally, as IATSE Local 748 maintains an active (continually

updated) Referral List *via* its Local 748 website, the parties will coordinate a best practice for review of and use of same. Regardless, the provisions of this Article shall apply to both jurisdictions covered by this Agreement.

b. To the extent that the Company is in need of persons to perform work covered by this Agreement, it will give preference of employment opportunities, provided qualifications as determined by the Company are acceptable, to Employees on the Referral List. When considering whether to engage such Employees, the Company will take into account the following:

- Requirements of the position;
- Knowledge, skill, expertise and experience of the Employee;
- Existence or absence of prior service with the Company and any work record with the Company including, but not limited to Employee's compliance with Employer's rules and procedures (to the extent such rules and procedures were known or should have been known by the Employee);
- Employee's past and current availability;
- Residence of the Employee and the location of the work to be performed; *and*
- Preferences and/or recommendations of the director, producer, Employer's client, or other Employees.

c. The Hire List: The Employer shall maintain its own Hire List(s) based on fair and equitable criteria applied uniformly to each person on the Referral List. The Union recognizes and understands the Employer has sole discretion in hiring decisions based on the criteria outlined in the Section immediately above. The Employer further agrees to convey to the appropriate Local's Business Agent/Representative the nature of such decision(s) upon request. The Employer shall staff all positions unless training arrangements have been made in advance. Preference of employment must be given to those properly registered for employment on the Employer's Hire List. If no qualified person is available on Employer's Hire List, the Employer shall next evaluate whether a qualified Employee is available on the Referral List.

d. Irregularities and Exceptions: The Employer may hire any person for one (1) workday outside of the applicable Referral List, limited to an aggregate total of ten (10) days of non-Referral List hire (hereinafter "Exceptions") per calendar year per Jurisdiction. Employer may thereafter request the Union to place such person onto the appropriate Referral List if their performance was deemed acceptable by the Employer, and upon completion of applicable Referral registration process. Union acknowledges that Employer has the sole discretion to hire any person independent of any criteria detailed in this Section; however, any days worked prior to the Employer giving the appropriate local notice of its intent to place that individual on the applicable Referral List shall count against the aggregate ten (10) Exceptions.

For the purpose of evaluating a "new" Employee in the market, the Employer may elect to hire the Employee for one (1) work day outside of the applicable Hire or Referral List. If the person's work was evaluated as "acceptable" by the Employer, they may be submitted to the Local for placement on the respective Hire and Referral list. Where Employer has provided no less than seven (7) days' notice to Union of its intent to evaluate a "new" Employee, the one (1) evaluation day shall not count against the aggregate ten (10) Exceptions.

If the Employer determines in its sole discretion, that no qualified person is available on the Referral List, a notice of "Off List Hire" must be submitted to the Union / Local Business Agent by E-mail upon determination that no such qualified individual is available and prior to such Off List Hire being engaged. The Off List Hire notification shall indicate whether the individual shall be a Local, Nearby, or Distant Hire – per Article (XX) Travel. The Off List Hire shall at all times be subject to all provisions of this Agreement. The additional cost of traveling an Employee from outside the market can be grounds for the Employer finding that inclusion on the Hire List or Referral List is not “acceptable.” Such Off List / Exhausted List Hires shall not count against the aggregate ten (10) Exceptions. Technicians traveling into the market as employees of Employer’s client for an “away feed” event shall not count against the aggregate ten (10) Exceptions.

If Employer exceeds its ten (10) Exceptions in either jurisdiction, it will pay to the applicable Local an amount equal to one (1) 10-hour minimum call for each Exception. This provision shall be applicable only if:

1. Upon the first reasonable opportunity after the sixth (6th) Exception, Union and Employer have met and mutually agreed as to number of Exceptions used as of the date of that meeting; *and*
2. Union memorializes and gives notice of, and Employer acknowledges / does not dispute each successive Exception up to and including the tenth (10th) Exception. If Employer does not acknowledge or does dispute such Exceptions, a meeting shall be called to include the appropriate Local Business Representative, and IA International Representative, and Company’s representative with data/evidence which is the subject of the dispute. Such meeting shall be called as soon as reasonably possible after Employer disputes an Exception and may be conducted telephonically.

e. Employee Cancellations: If an Employee has been offered an event to work and the Employee confirms such assignment, the Employee may not cancel less than sixty (60) days prior to the event unless a replacement satisfactory to the Employer has been found.

1. Employee must, at their earliest possible opportunity, notify Employer of their intent to cancel and Employer shall thereafter assist the Employee by providing names and phone numbers of other workers that would be acceptable replacements, but it remains the responsibility of the Employee to find the replacement.
2. The Employee seeking a replacement must have Employer’s prior approval before contacting or confirming the replacement.
3. If replacement Employees are available, Employer shall not unreasonably deny a substitution or withhold names of acceptable replacement.
4. If the Employer agrees to accept responsibility for a substitution, no further action is needed on behalf of the Employee.

This Section (e) 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.

## **Article VI: Discipline and Discharge**

- a. The Employer maintains the right to make and modify reasonable work and conduct rules and require their observance. TA: November 15, 2022
- b. Whenever disciplinary action is taken, the Employer agrees to issue a “Notice of Termination” or a “Notice of Discipline” letter to the Appropriate Local’s Business Agent/Representative and affected the 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; *and/or*
  3. 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/or*
  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, union affiliation or non-affiliation, or other statutorily protected status. The Arbitration provisions of this Agreement shall not apply to this Article 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 against a different employer, 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 their duties as steward and acting by the authority of the Union, provided they are not acting in violation of this Agreement and continue to perform their job responsibilities in a manner acceptable to Employer.

### **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 reasonable efforts to assist Union Representatives with access difficulties.

### **Article XI: Grievance and Arbitration**

The Union and Employer acknowledge both parties' preference that any dispute between the Employer and Union or any technician/Employee concerning the interpretation, application, performance, or claimed violation of this Agreement be informally resolved. However, if no such informal resolution may be had, the Grievance and Arbitration procedures in this Article XI, as set forth immediately below, shall be the sole and exclusive mechanism to attain such resolution. Accordingly:

- a. In the event that the IATSE or the Employer contends that the other party has violated a provision of this Agreement, the following procedures shall be applicable:
  1. Within ten (10) business days of the time the Employee, Employer or the Union knew (or reasonably should have known) of the event giving rise to the grievance, the appropriate party must give written notice to the other party of the claim, indicating specifically that a grievance is alleged and identifying the clause(s) within the Agreement so alleged to be in violation. Where initiated by the Employer, such written notice shall be given to the Director of Broadcast for IATSE and the designated Representative of the Union Local.
  2. A representative of the IATSE and a designated representative of the Employer shall, within ten (10) business days after service of notice of the claim, meet and discuss the matter and attempt to affect a settlement of said controversy or dispute. Any agreement arrived at by such representatives shall be final and binding.
  3. In the event that such controversy or dispute is not settled by the Employer and the IATSE within twenty (20) business days after the written notice given pursuant to paragraph 1. *above*, or within ten (10) business days after the meeting referred to in paragraph 2. *above*, then such controversy or dispute may be submitted to the American

Arbitration Association (“AAA”) or Judicial Arbitration and Mediation Services, Inc. (“JAMS”) for arbitration pursuant to the labor arbitration rules then in effect. 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.

- b. The parties shall first attempt to agree upon an arbitrator. If such agreement is not reached the arbitrator shall be selected from a list obtained from the AAA or JAMS, containing at least five (5) names, by alternate striking of names with the Union going first.
- c. Processing a claim or discussing its merits shall not be considered a waiver of a defense that the matter is not arbitrable or that it should be denied for reasons which do not go to the merits.
- d. 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.
- e. The Employer is not bound by any past practices or understandings except to the extent such past practices or understandings are specifically stated in this Agreement. Past practice may be used in interpreting or applying an express term of this Agreement but shall not be used to add or modify the express terms of the Agreement.
- f. The decision of the arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.
- g. The grievance and arbitration procedure is to be the sole and exclusive remedy for any claimed breach of this Agreement or any other grievable dispute relating to the employment by the Employer of Employees covered by this Agreement.
- h. 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 Agreement 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) business 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 AAA or JAMS, 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).
3. Notwithstanding anything to the contrary herein, in the event of picketing or threat of picketing in a jurisdictional dispute, Employer reserves the right to submit the dispute to the NLRB for resolution.

i. If a grievance is not processed at any stage in accordance with stated time limits, it shall be deemed withdrawn. All time limits are subject to extension, but only by mutual written agreement.

## **Article XII: Minimum Conditions**

- a. **Wages:** The minimum wage rates and wage increases shall be as outlined in the applicable appendices.
- b. **Work Day:** A regular work day shall be computed by totaling the number of hours between the time an Employee reports to work (but no earlier than the report time [“Call Time”] specified by Employer and the time the Employee is dismissed by the designated management representative on site at the end of such work day, including meal periods. All work hours shall be computed in one quarter (¼) hour increments.
- c. **10-Hour Minimum Call:** All Employees shall be guaranteed at least ten hours of paid work. The parties agree that when Employees are given ten (10) hours of paid work time, there will be no diminution of those ten (10) hours in the event of multiple breaks; however, if, without authorization of on-site client or Employer representative, an Employee arrives at the worksite after his/her Call Time or leaves the worksite prior to completion of the event and dismissal, the 10-Hour Minimum Call rate may be reduced to reflect Employee’s actual time present at the worksite.

d. **Work Week:** The work week is currently defined as 12:01am Monday through midnight Sunday. The work week may be amended from time to time, not to exceed two (2) times per calendar year, upon a thirty (30) day advance notification to the Union. If any party wishes to discuss this provision, such meeting will occur within the thirty (30) day notification period.

e. **Overtime:**

1. For Employees with a Ten (10) Hour Minimum Call, any elapsed hours in excess of nine (9) hours in any one work day (including meal period) or any actual hours worked in excess of forty (40) hours in any work week shall be compensated at one and one-half (1.5x) times the regular rate of pay herein after provided in the applicable Appendix. Daily Overtime for Employees on a Short / Late Call (typically Stage Manager, Score Box Operator, and Phone AD) is detailed in the Crafts Article (XV); *and*
2. Employees shall receive two (2) times their base rate for all hours worked in excess of twelve (12) elapsed hours from his/her in time on any work day.

f. **No Pyramiding:** It is specifically understood that there shall be no pyramiding of overtime pay made under any of the provisions of this Agreement. Any payment categorized/described as a “Penalty” or “Bonus” due under this Agreement shall not be considered time worked or “Pyramiding.” TA: November 15, 2022

g. **Double Header / Multiple Events:**

1. Employees working a regular Double Header shall be paid a minimum 14-hour day, accordingly:
  - i. An Employee’s first fourteen (14) hours shall be paid at one and one-half (1½) times their Straight Time Rate; *and*
  - ii. Any time worked after fourteen (14) hours elapse shall be paid at two (2) times their straight time rate.
2. Employees working a “day-night” double header or any multiple event at one worksite where the venue is cleared of patrons between events and a separate ticket is required for the second event shall be paid two (2) 10-Hour Minimum Calls.
3. Employees engaged for two (2) separate events in the same day (e.g., baseball then hockey) shall be paid two (2) 10-Hour Minimum Calls. If the Employer engages the same Employee for two (2) separate events during the same calendar day, Employer shall notify the Union of such “dual” assignment. In any event where Employer pays two (2) 10-hour Minimum Calls, overtime is calculated separately, not cumulatively.
4. Match Play and Tournament Events with Employees in position more than four and one-half (4.5) hours shall be treated as a regular Double Header under Section g.1., *above*, but Union will consider revised format / minimum calls on a case-by-case basis on written request of Employer in advance of such event’s occurrence.
5. Employees will be notified a week in advance of the potential single day multiple event and given the option to decline.
6. A nutritionally balanced meal shall be provided for those Employees unable to take a break.

**h. Meal Periods:**

1. All meal periods shall be compensated and will be one (1) hour in length. The first (1st) meal period shall be scheduled as near to the midpoint in the work day as possible and not to exceed the sixth (6th) elapsed hour from the Employee's "in time." If a second (2nd) meal has not been given (or a Missed Meal Penalty paid) a second (2nd) meal period shall be due after fourteen (14) hours elapse from Employee's "in time."
  - i. The first (1st) meal clock for short/late call employees shall be evaluated on a case by case basis with the appropriate local's Business Representative, as necessary to avoid impractical lunch breaks. The locals will not unreasonably deny Employer's request for a functional revision of same.
2. In the event a crew member misses a first (1st) meal break due to work, they will be compensated a Missed Meal Penalty of one (1) additional hour at one and one-half (1½) times their straight time rate of pay. If an Employee misses a second (2nd) meal break due to work, they shall be compensated a Missed Meal Penalty of one (1) additional hour at two (2) times their straight-time rate of pay. In any event, such additional time paid as a consequence of a missed meal penalty shall not count as work time for the purposes of calculating/triggering overtime under Section e. of this Article.
3. In the event the Employer elects to cater meals on site, the meals will be nutritionally balanced and appropriate to the time of day. The Company will make arrangements for food to be served in a comfortable space that is out of the weather.
4. In the event that the Employer does not elect to cater meals on site, if restaurant facilities are remote the crew members will be given an extended meal period for travel whenever possible.
5. If at the time a second meal is due, the crew is engaged in breaking down equipment after the broadcast of the main event has concluded, or within thirty (30) minutes of being dismissed for the day, the second meal shall be waived and Employees shall be compensated for an extra thirty (30) minutes at their prevailing wage.

**i. Rest Periods:**

1. Breaks. All technicians shall be granted at least two (2) ten (10) minute breaks plus a meal break during a ten (10) hour shift. The Employer will not unreasonably deny a relief break when necessary.
2. Turnaround. Employees shall be given ten (10) continuous hours off between the time of dismissal and reporting for the next day's work for the same Client / rights holder. 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 Employer shall provide one of the following remedies:
  - i. A penalty of an additional one half (½) times the Employee's rate shall be paid for hours invading the ten (10) hour rest break; *or*
  - ii. An adjusted call time (such adjusted call time will also count as the Employee's "in time" for the day); *or*
  - iii. Nearby housing.
3. Employees that must travel after working shall be given adequate time and appropriate facilities to clean up before traveling whenever practical to do so.

j. **Cancellations and Force Majeure:**

1. **Event Cancellations.** If the Employer cancels an assignment of a previously booked Employee the Employee shall be compensated one half (½) of their 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 substantially equal to the cancelled call. The notifications described above are based upon the call time established for the individual Employee being so cancelled.

**Force Majeure.** 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. **Parking:**

1. Parking shall be arranged by the Employer at all event locations. In the event Employer cannot arrange parking in advance, Employer shall reimburse the actual cost incurred by the Employee. Submission of expense incurred by Employee shall be provided to Employer within forty-eight (48) hours after the end of an event or series with the original receipt submitted to Employer via the Pro Crewz App.
2. The Employer may specify preferred lots in the area in which Employees shall park. Where parking is located in remote locations the Employer shall provide for the security of freelancers traveling to and from their vehicles. When an Employee has accepted a package of events, parking passes and credentials will be issued ahead of time for those events if at all possible.

**Article XIII: Holidays**

a. The following shall be deemed holidays, irrespective of the day of the week on which the holiday may fall: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

b. If an Employee is engaged to work or travel on any of the holidays listed above, the Employee will be compensated for ten (10) hours at their applicable rate of pay for the daily guarantee with an additional Bonus equal to five (5) hours paid at the individual's straight time rate. Instead of the Overtime provisions as defined in Article XII.E.2, the following shall apply: Employees shall receive two (2) times their base rate for all hours worked in excess of ten (10) elapsed hours from his/her in time on any such Holiday.

**Article XIV: Payment of Wages**

- a. Employer shall maintain a regular payroll period and Employees shall be paid on a weekly basis, assuming Employees performed work within the week corresponding to the pay date.
- b. The Company shall provide each Employee a breakdown of all monies and benefits paid and any amounts deducted from the previous pay period *via* Program’s website, web portal, or via the Pro Crewz App.
- c. At no time shall the duties of any Employee covered by this Agreement include the handling of Company cash.

**Article XV: Crafts, Pay Premiums, and Staffing**

When an agent of the rights holder requests or compels a technician(s) to provide any of the following services that require the Employer to pay a premium for such work, they shall initial a check off sheet that indicates the request(s), and/or have such duties approved by the appropriate Employer designee. Employer shall regardless comply with all minimum staffing requirements in this Agreement unless otherwise bargained in advance with the Local Business Agent or appropriate representative.

- a. **Technical Directors (TD)**: Shall work under the direction of the Producer, Director, Engineer-In-Charge and/or Crew Chief to implement their instructions for providing the visual portion of a telecast. The Technical Director shall have the required skills to program and operate the required switcher and other related equipment necessary to the fulfillment of their 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.

Additional Feeds: TD shall receive an additional fee according to the table below (“Feed Adder”) for providing a Feed that requires a dedication of switcher resources that would then be unavailable for use on the primary feed and requires a different transition by or triggered by the primary TD that is not included in the primary broadcast.

Feed which requires trigger signal to destination or could require coordination with destination	\$75.00
Feed which requires active management by the TD during the event	\$100.00

- This Feed Adder shall not be due when standard feeds are provided to the relevant leagues, conferences, or venues, and shall not apply to feeds between home and visitor productions, unless the visitor production feed requires a transition from the primary broadcast.
- The TD will not be responsible for equipment or time limitations that prevent fulfillment of an added feed request.

b. Audio Mixers (A1): Shall work under the direction of the Producer, Director, Engineer-In-Charge and/or Crew Chief to implement their instructions for providing the audio and communications portion of a telecast. The Audio Mixer 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 operate/perform other related equipment/services necessary to the fulfillment of their 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.

Additional Feeds: A1 shall receive an additional fee according to the table below (“Feed Adder”) for providing a Feed that requires an alternate mix (including the creation of discreet sub-mixed channels) that is not included in the primary broadcast and requires either the establishment of separate communications channels or a separate fax check from the primary broadcast.

Alternate Mix with Comms and Fax	\$75.00
“World Feed” type Alternate Mix	\$100.00

- This Feed Adder shall not be due when standard feeds are provided to the relevant leagues, conferences, or venues, and shall not apply to feeds between home and visitor productions, unless the visitor production feed requires a mix different from the primary broadcast.
- The A1 will not be responsible for equipment or time limitations that prevent fulfillment of an added feed request.

Authority and Approval for above-detailed TD and A1 Additional Feed premiums:

- The Technical Director and/or Audio Mixer shall inform the client’s on-site producer of the potential application of an Additional Feed premium as early as possible, with the expectation that the client will then contact the Employer to approve or deny the premium. Upon approval the technicians will be assigned the Additional Feed duties and the Employer will be authorized to pay the applicable premium.
- If denied, or if approval is never communicated from the client to the Employer, the technician(s) will not be required to perform the Additional Feed duties and no premium will be paid.
- When possible, Employer will clearly communicate in advance of the event, approved show requirements to the technical crew and parties may pre-determine if either feed adder threshold is met.
- Employer may add early call times or additional technicians if needed and authorized to do so by the client..
- Employer may allow the crew to participate in any associated pre-show meetings to discuss show specifics, to the extent that they are aware of such meetings. When such meetings are scheduled prior to the scheduled call time, the meeting time shall be the in-time for employees allowed to attend.
- When possible, Employer will distribute 3<sup>rd</sup> party broadcast show requirements to technicians, in advance of the event and in writing, via local crews.

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

d. Specialty Microphone Operators (A3): Shall work under the direction of the Producer, Audio Mixer, Engineer-In-Charge, Crew Chief and/or others to implement their instructions for use of parabolic or other specialty microphones that require the use of a dedicated operator. The Specialty Microphone Operator shall have the required skills to cable and assist with set up and operation of parabolic or other specialty microphones that require the use of a dedicated operator. Additional skills include but are not limited to: assisting the Audio Assistant with cabling set up.

Audio:

On a show where there are two (2) or more “on camera”/ mic’ed locations that are used either simultaneously or “back to back” during a single production (e.g. interviews or commentary using headsets, shotgun mics, stick mics, etc.), or if there are three (3) or more “on camera” locations used during the course of the workday, the Employer shall engage at least two Assistant Audio Technicians.

1. Shows using effects mic(s) shall engage at least two (2) Audio Assistants unless those effects mics are provided from another source.
  - i. Parties agree to discuss/consider alternate A2 staffing requirements based on number of effects mics used on smaller shows.
2. Specialty Microphone Operators shall report to work four (4) hours before airtime and be released at the end of the day by the Audio Mixer.
3. At least two (2) Audio Assistants shall be employed on productions utilizing RF equipment.
4. Audio Assistants shall not be asked to perform the duties of the Stage Manager or operate cameras.
5. For dual feeds there will be a separate audio crew.
6. At least one (1) Audio Assistant will be employed for each production.

e. Video Controllers (V1): Shall work under the direction of the Producer, Director, Engineer-In-Charge and/or Crew Chief to implement their instructions for providing the image portion of a telecast. The Video Controller shall have the required skills to execute camera and video cabling, connections and patching; maintain images to broadcast standards; and operate/perform other related equipment/services necessary to the fulfillment of their job skill 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.

f. Video (V2): Shall work under the direction of the Video (V1), Producer, Director, Engineer in Charge, and/or Crew Chief to implement their instructions for providing the image portion of a telecast. The Video (V2) 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 their job skills and responsibilities. Additional skills include but are not limited to: assisting/relieving the V1 with their direct skills as may be required; running and interfacing with multiple building-to-truck, truck-to-truck, and other interconnect cabling.

Video:

1. A single Video Controller can paint and/or iris no more than eight (8) 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 eight (8) (nine or more) cameras a second experienced Video Controller is required.
2. If more than ten (10) feeds are shared between trucks, or if the cable must be flown over trucks or other obstacles or placed in troughs, a dedicated Video Utility Technician shall be engaged for the video set-up and, if otherwise one of the regular Utility Technicians engaged for the production, he/she may be released by the Video Operator to perform customary Utility duties upon completion of the Video set-up. If a second Video Controller is engaged, a dedicated Video Utility is not required.
3. In the event of a dual feed there shall be a dedicated V1 Controller engaged for each show.

g. Graphics Operators: Shall work under the direction of the Producer, Director, Engineer-In-Charge and/or Crew Chief to implement their 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 their job skills and responsibilities.

h. Graphics Coordinators: Shall work under the direction of the Producer, Director, Associate Producer, Engineer-in-Charge and/or Crew Chief and in concert with the Graphics Operator to implement their 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 operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities.

i. Graphics 2 (Formerly Score Box Operators): Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for providing score box computer operations. The Graphics 2 Operator shall have the required skills to setup and operate the required computer; input statistics and graphics elements (manually or via download); and operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities. Additional skills include but are not limited to: setup and troubleshooting of radar/speed gun.

Graphics:



1. An additional per shift charge of \$100.00 will be paid to the Graphics Operator if no Graphics Coordinator is present.
2. An additional per shift charge of \$70.00 will be paid for extra design work, animation, font creation on the truck (on site). Approval for this charge must be arranged with the Employer before billing the client.
3. The Graphics Operator will not be responsible for technical maintenance or setup for which an engineer is necessary.
4. If the Employer utilizes a score box during the production it must employ a Graphics 2 Operator, unless per past practice the score box is used to only display a logo and/or automated data (e.g., time or score).
5. If a Score Box is utilized as the only graphic element of the production the Graphics 2 Operator shall be compensated at the Graphic Operator rate of pay.

j. Hard Camera Operators: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their 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; assist with cabling, setup of video monitors and lighting, and telestrator. The Hard 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 and responsibilities. Additional skills include but are not limited to: running of multiple building-to-truck, truck-to-truck, and other interconnect cabling.

k. Handheld Camera Operators: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for providing handheld camera operations. The Handheld Camera Operator shall have the required skills to cable, assemble and operate handheld video cameras; assist with cabling, setup of video monitors and lighting, and telestrator. The Handheld 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 and responsibilities. Additional skills include but are not limited to: running of multiple building-to-truck, truck-to-truck, and other interconnect cabling.

l. Robotic Camera Operators: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for providing remote-controlled camera operations. The Robotic Camera Operator shall have the required skills to cable, assemble, balance, operate and tear down the robotic style camera crane as well as the ancillary equipment that goes with the robotics. The Robotic 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 and responsibilities. Additional skills include but are not limited to: running of multiple building-to-truck, truck-to-truck, and other interconnect cabling.

m. Jib Camera Operators: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their directions to provide quality jib camera maneuvers. The Jib Camera 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 Jib 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 and responsibilities.

n. RF Camera Operators: 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, lighting, and telestrator. Additional skills include but are not limited to running of multiple building-to-truck, truck-to-truck, and other interconnect cabling.

o. ENG Camera Operators: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for providing quality ENG camera recordings from the shoulder and/or from a tripod. ENG camera operators shall have the ability to move throughout the venue, inside or out, at the discretion of the producer to record and subsequently deliver audio/video content for later use. The ENG operator may work independent of the production's communications system. The ENG Camera Operator shall have the required skills to assemble and operate ENG cameras, including knowledge of and familiarity with ENG recording formats, audio levels, camera iris control, lighting, camera batteries, and battery chargers. The ENG 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, lighting, and telestrator. Additional skills include but are not limited to running of multiple building-to-truck, truck-to-truck and other interconnect cabling.

p. Steady Cam Operators: Shall work under the direction of the Producer, Director, Engineer-in-charge and/ or Crew Chief to implement their direction to provide quality Steady cam movement and tracking shots. The Steady cam Operator shall have the required skills to cable, assemble, balance, operate and tear down the Steady cam well as ancillary equipment and monitor that goes with the Steady cam rig. The Steady cam 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.

Camera:

1. If a handheld style camera is operated in a studio configuration, it shall be paid at the Hard Camera rate. Studio configuration is defined as a camera set up with a remote zoom, remote focus, and remote studio view finder.
2. Robotic Camera Operators shall receive a call-in time the same as the earliest Camera Operator for the event; however, Employer shall consider any reasonable request for an

earlier Robotic Camera Operator call time on a case-by-case basis. Robotic Camera Operators shall not be required to operate more than two (2) cameras at any one time or set up more than one system and, regardless, there shall be a utility or other crew person present to assist in the set up and strike of any robotic and/or jib-based camera system.

3. When the robotic system is required to be fully struck, the Robotic Camera Operator will be released to strike the robotic camera system following the event and before any post game show.
4. Any Employee not engaged as a Camera Operator will receive additional compensation of \$35.00 for operating "Booth" cameras for twenty (20) minutes or less.
5. Except as detailed in (2), above, no Camera Operator shall be assigned to operate more than one (1) camera at a time or to set up or to operate more than two (2) cameras in the course of any one (1) event. However, this provision is not applicable on set-up only days.

q. Capture Playback Operator 1 (CPO 1): Shall work under the direction of the Director, Producer, EIC and/or crew chief to implement their instructions for providing record/playback/slo-mo operation and playlist editing, and operation of asset library management systems such X-File and IP Director. The Playlist editor shall have the required skills to record, edit, slo-mo, playback, construct and execute elements/playlists, and operate asset library management systems such X-File and IP Director and operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities to the satisfaction of the Company.

r. Capture Playback Operator 2 (CPO 2): Shall work under the direction of the Producer, Director, EIC and/or Crew Chief to implement their instructions for providing record/playback/slow-motion operation of videotape machine(s) or digital recording device. The Capture Playback Operator 2 shall have the required skills to record, slo-mo, 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.

s. Capture Playback Operator 3 (CPO 3): Shall work under the direction of the Director, Producer, EIC and/or Crew Chief to implement their instructions for providing record/playback operation of a Videotape machine or Replay Only device. The Capture Playback Operator 3 shall have the required skills to record, playback, and operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities to the satisfaction of the Company.

Capture Playback Operators:

1. If an Operator is required to create playlists/packages utilizing more than two (2) sources of input, in addition to the responsibilities described above, such Operator will be paid the Capture Playback 1 (CPO1) rate.
2. If an Operator is required to create playlists utilizing two (2) sources or less of input, is assigned a super slow-motion machine, or is performing replay only duties utilizing more than two (2) sources of input, the operator shall be paid the Capture Playback 2 (CPO2) rate.

3. If an Operator is assigned replay only duties using two (2) sources or less of input the operator shall be paid the Capture Playback 3 (CPO3) rate.
4. A single Capture Playback Operator (CPO) shall not be responsible for more than four (4) record sources. If more than four (4) record sources are utilized, a second (2nd) CPO will be employed. If more than eight (8) record sources are utilized, a third (3rd) CPO will be employed.
5. If two (2) or more producers are assigned to the production, there shall be at least one (1) Capture Playback Operator 1 (CPO1) hired for each Producer provided the equipment and facilities are available to accommodate the additional operator.
6. When the "DreamCatcher" or similar enhanced technological system is utilized, an Operator shall be assigned to a CPO 2 or higher position, only.
7. The Parties agree to meet and confer with regard to any new technology/equipment which may materially impact functionality and workflow in the Capture Playback Suite (Tape Room).

t. Senior Utility Technician: Shall work under the direction of the Producer, Director, Engineer-In-Charge and/or Relevant Department Heads to assure coordination of efforts among the Utility crew and, in some cases, to train other Utilities. The Senior Utility shall as well have all the required skills associated with a regular Utility, detailed in the section immediately below.

u. Utility Technicians: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief and/or others to implement their instructions for assisting camera and/or other operations. The Utility Technician shall have the required skills to cable and assist with the set up and strike of equipment outside of the broadcast mobile unit; provide active cable assistance to moving Camera Operators during all phases of camera operations; assist other crew and truck engineers in troubleshooting and perform other related services necessary to the fulfillment of their 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; setup of monitors, and telestrator.

1. All Handheld Camera Operators shall be assigned dedicated Utility Technicians except when the handheld is at a location that does not substantially move during the event.
2. Utility Technicians shall be given adequate space to work at each job site.
3. There shall be at least one (1) Utility engaged for each side of the dual show on any show days that include a set-up or strike.
4. Employer shall engage one (1) head or Senior Utility Technician per show when three (3) or more Utility Technicians are utilized.
5. The Video Dept. shall have priority over at least one (1) Utility, on an as-needed basis during set-up, who shall have the same Call Time as the Video Dept.
6. for If a jib is used on a production, a Jib Utility is required under the following conditions:
  - i. The jib base is required to move or relocate during a live or taped event; or
  - ii. The jib arm is twenty-four (24) feet long or longer; or
  - iii. The jib is flown over/around crowd/patrons any time during the event.

Jib Utility duties are not solely limited to the operation of the jib. When the jib is secure or locked down, the Jib Utility will be expected to perform standard Utility

duties listed in Article XV, Sub Section (t). A Jib Utility is *not* required operation of a jib in a controlled studio environment.

v. Phone Assistant Directors: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for coordination between the remote site and master control. Additional skills include, but are not limited to all timing of production elements, and coordination and integration of commercials, etc.

w. Tape Assistant Directors: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for timing of editing, including timing and editing of videotape packages for insertion into the Program unless such editing is done by the Producer or Executive Producer of the Program.

x. Stage Managers: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their 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 their job skills and responsibilities.

1. If a late call individual's (Graphics 2 Operator, Stage Manager, or Phone Assistant Director) call time is adjusted to earlier than three (3) hours before the game/event start time, he/she shall be paid at one and one-half (1.5x) times their base hourly wage for each hour or fraction thereof in additional time (no additional benefits are owed for hours worked up to minimum 10-hour Call).
2. There shall be a Stage Manager engaged/used for any on-air talent.
3. It is understood that a second (2<sup>nd</sup>) stage manager shall be assigned to pre and/or post game shows originating from venue locations other than the booth. In other circumstances, the engaging of a second Stage Manager is at the discretion of the employer.

4. Stage Managers shall not be required to perform the duties of an A2.

y. ENG/EFP Grips: Shall work under the direction of the ENG/EFP Photographer, Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their 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 their job skills/responsibilities. Wage for ENG/EFP Grip shall be equal to that of Utility in the respective Appendix (A or B).

z. ENG/EFP Audio Assistants (A2): Shall work under the direction of the ENG/EFP Photographer, Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for providing the audio portion of an ENG/EFP recording. The ENG/EFP Audio Assistant 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 their job skills/responsibilities.

aa. 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.

**bb. Time Out Coordinator (TOC):** TOC shall work under the direction of the Producer or Producer's designee as necessary to signal game officials when broadcast releases to and returns from commercial breaks.

**cc. Runner:** Shall work under the direction of the Producer, Director, Engineer in Charge, and/or Crew Chief to implement their instructions for providing management of on-air talent.

### **Article XVI: Working Out of Classification and Extra Duty**

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 twenty (20) minutes or less in duration. Such higher paid classification shall not be considered that Employee's new minimum.

### **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 or the client will provide a representative on site that will have knowledge of the client's requirements 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 from each local union and one (1) member of management representatives shall be established and shall meet as needed to discuss safety problems (such meeting may occur in-person or telephonically). The designated union committee member shall not suffer any loss of wages with respect to any meeting involving safety matters.
- e. Any Employee can inform the safety committee of possible unsafe working conditions. The committee will investigate and within five (5) workdays, 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 provide adequate facilities near the truck location to the extent under Employer's control.

g. 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 their regular rate. Otherwise, the trainee is unpaid. The Employer and the Employee shall mutually agree on compensation to train or supervise training of another Employee. If the Employer and trainer are unable to agree on compensation, the Union may assist the process of trainer compensation on a case-by-case basis. Wherever possible, the Union will encourage access to and resources from the IATSE training Trust; however, nothing in this Section (b.) shall preclude Employer's responsibility to compensate the trainer.

c. Insofar as a curriculum relevant to the broadcast crafts is or will be developed, Employer shall contribute to the IATSE Training Trust in the amount of one dollar (\$1.00) for each day worked or paid on behalf of each Employee under this Agreement.

1. All contributions to the Training Trust Fund shall be payable no later than the twenty-fifth (25th) day of each month in respect to all employment in the preceding month on which contributions were payable. Such payment to be accompanied by a list of all covered Employees and the total number of hours worked or guaranteed in the reported month.
2. Training Trust Fund contributions will be made separately for each jurisdiction (Arizona and/or Texas), sent to IATSE Training Trust Fund, PO Box 51317, Los Angeles, CA 90051-5617.
3. Employer agrees to be bound by all terms and conditions of the IATSE Entertainment and Exhibition Industries Training Trust Fund Agreement, established June 22, 2011 ("Trust Agreement") and to abide and be bound by any amendments thereto and all policies and procedures of the Training Trust Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as set forth in this Agreement.
4. 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 XIX: Joint Labor-Management Committees**

- a. The Joint Labor-Management Committee shall meet to discuss matters concerning the satisfactory relations of the parties as well as the promotion of harmonious Employer-Employee relationships.
- b. The Joint Labor-Management Committee shall meet annually with the appropriate representatives from each of the parties. The annual Labor-Management meeting shall operate as an open forum to discuss any number of global concerns that may arise. In addition, the annual Labor-Management shall serve to address crewing concerns and any advances in technology that may require additional training. If deemed necessary by both parties, the Joint Labor-Management Committee can establish additional committees on an *ad hoc* basis that will meet more often to address specific issues. Consistent with all other “meetings” prescribed in this Agreement, such Labor-Management Committee meetings may be conducted in-person or telephonically.

## **Article XX: Travel**

- a. It is understood that the Employer shall reimburse each Employee for all travel and living expenses, when travel by such Employee is required or authorized. Additionally, all travel time in connection with any such assignment shall be credited as time worked pursuant to the following provisions. For the purposes of this Article, the following definitions apply:
- **Production Cities**: A Production City is a city in which the Employer commonly engages Employees for work as Local Hires. Employees registered for work on one of the Referral Lists subject to this Agreement may not necessarily live within or proximal to a Production City, but each shall be assigned a Production City according to their being so registered and, thereafter, be considered a Local Hire for work within that Production City; however, if an Employee lives within a Production City, that Production City shall be that Employee’s Production City. Within the Jurisdictions of this Agreement, there shall be the following Production Cities:
    1. Texas: (1) Dallas/Fort Worth metro; (2) Houston; *and* (3) San Antonio / Austin;
    2. Arizona: (1) Phoenix Metro; *and* (2) Tucson;
  - **Local Hire**: A local hire is an individual who lives within fifty (50) miles of the event location assigned for work. The Union shall report to the Employer each Employee’s Production City, *via* the Referral Lists appropriate to the Employee’s state/residence, and such Employee shall be considered a Local Hire within that Production City. No individual may be considered a “local” in more than one (1) Production City at any one time; however, Employees may change their local identity within their resident jurisdiction twice per year with notice to Union and Employer. Such change in Employee’s reported Production City shall be effective upon receipt by Employer for future, unscheduled events, only. Local Hires are not paid for travel time nor mileage to or from the venue. As such, the Technician’s time starts and ends at the site of assignment.
  - **Nearby Hire**: A nearby hire is an individual who lives more than fifty (50) miles and up to seventy-five (75) miles from the event location so assigned. In accordance with current



practice, it is understood that Nearby Hire will be considered “local” when the Employee is reporting to an event location within their Production City.

- Distant Hire: A Distant Hire is any Employee who lives more than seventy-five (75) miles from the event location so assigned. Such location shall be considered a Distant Location. Employer shall provide Distant Hires overnight lodging as necessary and, regardless, a per diem of fifty-five dollars (\$55.00) for each day or fraction thereof spent traveling. The paid work day for a Distant Hire housed at a hotel or other lodging facility within fifteen (15) minutes travel time to the venue / work location shall begin and end at the venue/work location. The paid work day for a Distant Hire housed more than fifteen (15) minutes from the venue / work location shall begin and end (or in the case of a work-and-travel or travel-and-work day, begin *or* end) at the hotel location, and all time spent in transit between the hotel and the venue shall be considered work time.

b. Travel by common carrier: Employees shall be paid their craft/Appendix rate for all time traveling by common carrier. On travel Only days, paid time traveling by common carrier shall commence two (2) hours prior to the scheduled flight time and stop one (1) hour after the completion of the flight or upon Employee’s arrival at home or hotel, whichever is later. On Work-then-Travel days, Employee’s paid time shall begin at call time and end one (1) hour after completion of the flight or Employee’s arrival at home or hotel, whichever is later. On Travel-then-Work days, Employee’s paid time shall begin two (2) hours prior to the scheduled flight time and end when Employee is dismissed from the worksite.

c. Local travel by car: A Local Hire is not paid for travel time nor mileage to or from the venue. As such, the Technician’s time starts and ends at the site of assignment.

d. Nearby travel by car: A Nearby Hire is not paid travel pay but shall receive reimbursement for mileage at the prevailing IRS rate.

e. Distant travel by car: If a Distant Hire is authorized and travels by his/her personal car to the location, their mileage will be reimbursed.

1. On Travel Only days, Employees traveling five (5) hours or less shall be paid five (5) hours at twenty-five dollars (\$25.00) per hour (hereinafter the “Hourly Travel Rate”). Employees traveling by car in excess of five (5) hours up to and including eight (8) hours shall be paid eight (8) hours at the Hourly Travel Rate. Employees traveling by car in excess of eight (8) hours up to and including ten (10) hours shall be paid their minimum 10-hour Day Rate as detailed in Article XII – Minimum Conditions. An Employee traveling by car in excess of ten (10) hours shall be paid their 10-hour Day Rate and all overtime provisions of Article XII shall apply.
2. On Work-and-Travel or Travel-and-Work days, all paid time traveling by car shall be based on Employee’s Hourly rate per the appropriate Appendix and the overtime provisions of Article XII shall apply.

f. Lodging: The Employer shall provide for all hotel accommodations (which will also be full-service whenever possible). All hotel rooms will be provided on the basis of single occupancy. Any extenuating circumstances will be discussed with the Union and a request for waiver by the Company will not be unreasonably denied. A Distant Hire’s time starts and ends at

the hotel location if more than fifteen (15) minutes travel time, and the time spent in transit between the hotel and the event shall be considered work time.

g. An Employee on Distant Location driving a personal vehicle or vehicle rented by the Company shall be compensated for all parking expenses for vehicles parked at a hotel. If the Employee is driving their personal vehicle, such Employee will additionally be reimbursed for mileage between the hotel and event location; however, only insofar as the Company has expressly authorized the Employee to use their personal vehicle. Otherwise, the Employee shall use the crew transportation provided for by the Company.

h. Overnight / Distant Location Parking: For events for which an Employee is entitled to per diem, overnight / distant location parking shall be reimbursed with proper documentation at the actual cost of parking at a “Long-Term” location. On consecutive events, the above stated value for parking expenses will be applied to each such event.

i. Dark Days: For each scheduled day off occurring during any such traveling assignment, an Employee shall be paid a minimum of eight (8) hours at straight-time rates, provided that no work is performed on such day off.

j. Health & Welfare Contributions: The Fringe contributions contained in Article XXI – Health and Welfare shall be applicable to all travel time wages detailed herein.

k. Reimbursements: All travel related expenses and requests for reimbursement shall be submitted via the ProCrewz App and as soon as practicable.

### **Article XXI: Health and Welfare**

a. Employer shall contribute based on the appropriate geographical jurisdiction, the following:

1. IATSE National Health and Welfare – For each hour worked by an Employee or paid for by the Employer, the Employer shall contribute to the IATSE National Health and Welfare Plan on behalf of such Employee as outlined in the corresponding Appendix of this Agreement.
2. IATSE National Annuity Fund – Employer shall contribute to the IATSE National Annuity Fund on behalf of each Employee a percentage of such Employee’s gross wages paid by Employer or earned by Employee under this Agreement as outlined in the corresponding Appendix of this Agreement.
3. IATSE National Pension Fund – Employer shall contribute the defined pension plan contributions on behalf of each Employee in the amounts as outlined in the corresponding Appendix of this Agreement.

b. Employer shall appropriately transmit all contributions by separate checks to the “IATSE Health and Welfare Fund” and the “IATSE Annuity Fund” and the “IATSE National Pension Fund” in respect to all employment during preceding month for which contributions were payable. In conjunction with each such payment, Employer shall submit a remittance report showing the names of the Employees for whom contributions are being made, their social

security numbers, dates of employment, shifts of employment by them, and the amount of contributions paid for them.

c. In addition to the mandatory uniform Employer contribution for all eligible Employees, each such Employee may elect to defer part of their salary, subject to statutory limitations and the rules of the Annuity Fund, and the Employer will appropriately transmit those salary deferrals to the Annuity Fund each month following the end of the month in which the covered services were performed.

The Employer further agrees to be bound by the all of the terms and conditions of The Agreement and Declaration of Trust for each respective Fund, to wit: (1) the IATSE National Health & Welfare Fund, (2) the IATSE National Pension Fund, and (3) the IATSE Annuity Fund, all as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove.

d. The parties agree that the contributions will be submitted by the Employer to be received by the 25<sup>th</sup> of the month following the month in which the work was performed.

#### **Article XXII: 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 XXIII: 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 regarding any matters covered by this Agreement or any further matters affecting these or affecting 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 reference to this Article, and signed by authorized representatives of the parties.

[ Remainder of page intentionally left blank ]

**Article XXIV: Term of Agreement**

This Agreement shall be effective as of December 1, 2022 and shall continue to and including September 30, 2025. 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.

(SIGNATURE PAGE FOLLOWS APPENDICIES AND SIDE LETTERS)

**Appendix A – Arizona Wages, Benefits, and Side Letters**

Hourly Rate

<b>Craft</b>	<b>12/1/22 to 3/31/23</b>	<b>4/1/23 to 3/31/24</b>	<b>4/1/24 to 3/31/25</b>	<b>Effective 4/1/25</b>
Technical Director	\$ 67.40	\$ 69.93	\$ 72.55	\$ 75.09
Audio A-1	\$ 66.73	\$ 69.23	\$ 71.83	\$ 74.34
Audio A-2	\$ 41.18	\$ 42.72	\$ 44.33	\$ 45.88
ENG Audio	\$ 46.97	\$ 48.73	\$ 50.56	\$ 52.33
Specialty Mic Op / A3	\$ 17.74	\$ 18.41	\$ 19.10	\$ 19.76
Lead EVS / CPO1	\$ 62.04	\$ 64.37	\$ 66.78	\$ 69.12
CPO2	\$ 53.68	\$ 55.69	\$ 57.78	\$ 59.80
RO / CPO3	\$ 47.53	\$ 49.31	\$ 51.16	\$ 52.95
Hard Camera Position	\$ 48.42	\$ 50.24	\$ 52.12	\$ 53.94
Handheld Camera Operator	\$ 51.97	\$ 53.92	\$ 55.94	\$ 57.90
Jib Camera Operator	\$ 61.34	\$ 63.64	\$ 66.03	\$ 68.34
Jib Utility	\$ 33.60	\$ 34.86	\$ 36.17	\$ 37.43
Robotic Camera Operator	\$ 54.01	\$ 56.04	\$ 58.14	\$ 60.17
ENG Camera Operator	\$ 65.24	\$ 67.69	\$ 70.22	\$ 72.68
Steadicam Op	\$ 71.00	\$ 73.66	\$ 76.42	\$ 79.10
ENG Utility	\$ 38.00	\$ 39.43	\$ 40.90	\$ 42.34
RF Camera Operator	\$ 57.07	\$ 59.21	\$ 61.43	\$ 63.58
Video Controller / V1	\$ 58.71	\$ 60.91	\$ 63.20	\$ 65.41
Assistant Video Controller / V2	\$ 47.53	\$ 49.31	\$ 51.16	\$ 52.95
Graphics Operator	\$ 55.38	\$ 57.46	\$ 59.61	\$ 61.70
Font Coordinator	\$ 35.00	\$ 36.31	\$ 37.67	\$ 38.99
Score Box Operator / Graphics 2	\$ 35.00	\$ 36.31	\$ 37.67	\$ 38.99
Stage Manager	\$ 27.51	\$ 28.54	\$ 29.61	\$ 30.65
Phone AD, Tape AD, AD	\$ 31.18	\$ 32.35	\$ 33.56	\$ 34.74
RF Camera Technician	\$ 36.06	\$ 37.41	\$ 38.82	\$ 40.17
Senior Utility	\$ 33.60	\$ 34.86	\$ 36.17	\$ 37.43
Utility	\$ 30.60	\$ 31.75	\$ 32.94	\$ 34.09
Time Out Coordinator	\$ 38.03	\$ 39.46	\$ 40.94	\$ 42.37
Runner	\$ 16.25	\$ 16.86	\$ 17.49	\$ 18.10

Day Rate

<b>Craft</b>	<b>12/1/22 to 3/31/23</b>	<b>4/1/23 to 3/31/24</b>	<b>4/1/24 to 3/31/25</b>	<b>Effective 4/1/25</b>
Technical Director	\$ 707.70	\$ 734.24	\$ 761.77	\$ 788.43
Audio A-1	\$ 700.67	\$ 726.94	\$ 754.20	\$ 780.60
Audio A-2	\$ 432.39	\$ 448.60	\$ 465.43	\$ 481.72
ENG Audio	\$ 493.19	\$ 511.68	\$ 530.87	\$ 549.45
Specialty Mic Op / A3	\$ 186.27	\$ 193.26	\$ 200.50	\$ 207.52
Lead EVS / CPO1	\$ 651.42	\$ 675.85	\$ 701.19	\$ 725.73
CPO2	\$ 563.64	\$ 584.78	\$ 606.71	\$ 627.94
RO / CPO3	\$ 499.07	\$ 517.78	\$ 537.20	\$ 556.00
Hard Camera Position	\$ 508.41	\$ 527.48	\$ 547.26	\$ 566.41
Handheld Camera Operator	\$ 545.69	\$ 566.15	\$ 587.38	\$ 607.94
Jib Camera Operator	\$ 644.07	\$ 668.22	\$ 693.28	\$ 717.55
Jib Utility	\$ 352.80	\$ 366.03	\$ 379.76	\$ 393.05
Robotic Camera Operator	\$ 567.11	\$ 588.37	\$ 610.44	\$ 631.80
ENG Camera Operator	\$ 685.02	\$ 710.71	\$ 737.36	\$ 763.17
Steadicam Op	\$ 745.50	\$ 773.46	\$ 802.46	\$ 830.55
ENG Utility	\$ 399.00	\$ 413.96	\$ 429.49	\$ 444.52
RF Camera Operator	\$ 599.24	\$ 621.71	\$ 645.02	\$ 667.60
Video Controller / V1	\$ 616.46	\$ 639.57	\$ 663.56	\$ 686.78
Assistant Video Controller / V2	\$ 499.07	\$ 517.78	\$ 537.20	\$ 556.00
Graphics Operator	\$ 581.49	\$ 603.30	\$ 625.92	\$ 647.83
Font Coordinator	\$ 367.50	\$ 381.28	\$ 395.58	\$ 409.42
Score Box Operator / Graphics 2	\$ 367.50	\$ 381.28	\$ 395.58	\$ 409.42
Stage Manager	\$ 288.86	\$ 299.69	\$ 310.93	\$ 321.81
Phone AD, Tape AD, AD	\$ 327.39	\$ 339.67	\$ 352.40	\$ 364.74
RF Camera Technician	\$ 378.63	\$ 392.83	\$ 407.56	\$ 421.82
Senior Utility	\$ 352.80	\$ 366.03	\$ 379.76	\$ 393.05
Utility	\$ 321.30	\$ 333.35	\$ 345.85	\$ 357.95
Time Out Coordinator	\$ 399.32	\$ 414.29	\$ 429.83	\$ 444.87
Runner	\$ 170.63	\$ 177.02	\$ 183.66	\$ 190.09

<b>Benefits</b>	<b>12/1/22 - 3/31/23</b>	<b>4/1/23 - 3/31/24</b>	<b>4/1/24 - 3/31/25</b>	<b>Effective 4/1/25</b>
Health & Welfare:	\$8.00/hr	\$8.25/hr	\$8.50/hr	\$8.75/hr

Annuity:	4.25%	4.25%	4.25%	4.25%
Pension:	12.00/day	13.00/day	13.00/day	13.00/day

**Additional Side Letter Conditions Specific to Arizona Local 748 Jurisdiction**

1. Minimum Calls for Non-Broadcast Operations – The Company may designate a five (5) hour minimum call for set days and wherein a craft is hired to perform non-broadcast operations (example – a graphics prebuild by graphic artist). It being further understood that on a set day no content is broadcast or recorded for broadcast.
  
2. Call Times – Call time is a minimum of six (6) hours prior to air for all positions (other than Late Call crafts) on set up days. The Employer and the Union’s Business Agent shall meet and confer if exceptions are needed. The Union will not unreasonably deny requests from Employer to modify call times, including call times with less than the aforementioned six (6) hours prior to air, based on a client’s needs. Call time shall be a minimum of seven (7) hours prior to air for TD, Audio A-1, CPO3, CPO2, CPO1, and Video Controller (V-1).
  
3. Operated Camera Count – For the purpose of the “Operated” camera count, the number of robotic camera operators shall be used to determine the number of “Operated” robotic cameras. A “Booth/Scoreboard” camera does not fall into this “operated” category unless it is used elsewhere in a production, other than for the purpose of shooting a scoreboard or clock, and the V-1 shades or controls the camera.
  
4. Accessing the Record Trains – Accessing the record channels of another show’s playback system will only be done at the discretion of the Capture Playback Operator. Refusal by an Employee to access the record channels from another show shall not be grounds for penalty, discipline, layoff, or discharge.
  
5. Capture Playback Operator Room Only – If there is any deviation from the current staffing norms the parties will also negotiate over such staffing changes.
  
6. 2<sup>nd</sup> Meal Penalty – If an Employee works over 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, an additional one (1) hour at the double time rate of pay shall be paid as a penalty.
  
7. Graphic Coordinator / Associate Producer – Relative to the career progression of certain Union and Non-Union Employees and the intersection of the Graphics Coordinator and Associate Producer job functions, the parties agreed to the following:
  - a. As an exception to the Recognition and Jurisdiction clause contained in Article 1, the Employer may engage staff Employees to perform Graphics Coordinator duties with the following limitations:
    - i. The staff Employee must be a full time (benefits eligible) Employee of Employer.

- ii. Not more than twenty percent (20%) of available shifts will be worked by staff Employees in this capacity.
- iii. The staff Employee will not be paid less than the Graphics Coordinator rate as contained in the Arizona Appendix.
- b. If an Employee covered by this Agreement performs duties which include Associate Producer functions which are not covered by the Recognition and Jurisdiction clause contained in Article I the following will apply:
  - i. The Employee will not be paid less than the Graphics Coordinator rate as contained in the Arizona Appendix of the Agreement.
  - ii. The Employee will receive full benefits contributions for all hours worked or paid, as outlined in the Arizona Appendix.
- c. As a direct result of this Side Letter, the existing Graphics Coordinators will not have a material loss of existing work.
- d. This Side Letter will be regularly reviewed and discussed as a part of the existing Labor/Management Committee meetings.

7. Studio Style Shows:

- A. Employer may utilize a revised Minimum Call of eight (8) hours for work on a studio style show being produced in an actual studio.
- B. For such 8-hour call, the daily rate for Health & Welfare contributions contained in Article XXI are modified as follows:
  - a. Employees engaged to perform work in the Studio shall receive contributions to the IATSE National Health and Welfare fund on a daily basis as follows:
    - i. 12/1/22 – 3/31/23      \$64.00 (8 hours)
    - ii. 4/1/23 – 3/31/24      \$66.00 (8 hours)
    - iii. 4/1/24 – 3/31/25      \$68.00 (8 hours)
    - iv. Beginning 4/1/25      \$70.00 (8 hours)



**Appendix B – Texas Wages, Benefits, and Side Letters**

Hourly Rate

<b>Craft</b>	<b>12/1/22 to 3/31/23</b>	<b>4/1/23 to 3/31/24</b>	<b>4/1/24 to 3/31/25</b>	<b>Effective 4/1/25</b>
TD	\$ 67.39	\$ 69.92	\$ 72.54	\$ 75.08
A1	\$ 56.34	\$ 57.54	\$ 59.05	\$ 61.12
A2	\$ 47.15	\$ 48.92	\$ 50.75	\$ 52.53
A3	\$ 25.00	\$ 25.94	\$ 26.91	\$ 27.85
V1	\$ 56.95	\$ 59.09	\$ 61.30	\$ 63.45
V2	\$ 45.57	\$ 47.28	\$ 49.05	\$ 50.77
CPO1	\$ 56.34	\$ 57.54	\$ 59.05	\$ 61.12
CPO2	\$ 54.29	\$ 56.33	\$ 58.44	\$ 60.48
CPO3	\$ 51.75	\$ 53.69	\$ 55.70	\$ 57.65
Hard Cam	\$ 51.19	\$ 53.11	\$ 55.10	\$ 57.03
HH Cam	\$ 54.03	\$ 56.06	\$ 58.16	\$ 60.19
Jib Cam Op	\$ 54.76	\$ 55.25	\$ 56.92	\$ 58.91
Jib Utility	\$ 34.43	\$ 35.72	\$ 37.06	\$ 38.36
Robo Cam Op	\$ 52.89	\$ 54.87	\$ 56.93	\$ 58.92
RF Cam Op	\$ 56.79	\$ 58.92	\$ 61.13	\$ 63.27
ENG Cam Op	\$ 69.48	\$ 72.09	\$ 74.79	\$ 77.41
Steadicam Op	\$ 72.00	\$ 74.70	\$ 77.50	\$ 80.21
ENG Utility	\$ 38.00	\$ 39.43	\$ 40.90	\$ 42.34
ENG Audio	\$ 48.00	\$ 49.80	\$ 51.67	\$ 53.48
Graphics Op	\$ 56.34	\$ 57.54	\$ 59.05	\$ 61.12
Graphics Cord	\$ 47.06	\$ 48.82	\$ 50.66	\$ 52.43
Graphics 2 Scorebox	\$ 38.38	\$ 39.82	\$ 41.31	\$ 42.76
Stage Mngr	\$ 27.45	\$ 28.48	\$ 29.55	\$ 30.58
Utility	\$ 31.43	\$ 32.61	\$ 33.83	\$ 35.02
Senior utility	\$ 34.43	\$ 35.72	\$ 37.06	\$ 38.36
RF Technician	\$ 36.78	\$ 38.16	\$ 39.59	\$ 40.98
TOC	\$ 26.51	\$ 27.50	\$ 28.54	\$ 29.53
Stats	\$ 19.60	\$ 20.34	\$ 21.10	\$ 21.84
Runner	\$ 18.01	\$ 18.69	\$ 19.39	\$ 20.06

Day Rate

<b>Craft</b>	<b>12/1/22 to 3/31/23</b>	<b>4/1/23 to 3/31/24</b>	<b>4/1/24 to 3/31/25</b>	<b>Effective 4/1/25</b>
TD	\$ 707.60	\$ 734.13	\$ 761.66	\$ 788.32
A1	\$ 591.57	\$ 604.17	\$ 620.03	\$ 641.76
A2	\$ 495.08	\$ 513.64	\$ 532.90	\$ 551.55
A3	\$ 262.50	\$ 272.34	\$ 282.56	\$ 292.45
V1	\$ 597.98	\$ 620.40	\$ 643.66	\$ 666.19
V2	\$ 478.49	\$ 496.43	\$ 515.04	\$ 533.07
CPO1	\$ 591.57	\$ 604.17	\$ 620.03	\$ 641.76
CPO2	\$ 570.05	\$ 591.42	\$ 613.60	\$ 635.08
CPO3	\$ 543.38	\$ 563.75	\$ 584.89	\$ 605.36
Hard Cam	\$ 537.50	\$ 557.65	\$ 578.56	\$ 598.81
HH Cam	\$ 567.32	\$ 588.59	\$ 610.66	\$ 632.03
Jib Cam Op	\$ 574.98	\$ 580.13	\$ 597.66	\$ 618.56
Jib Utility	\$ 361.52	\$ 375.07	\$ 389.14	\$ 402.76
Robo Cam Op	\$ 555.35	\$ 576.17	\$ 597.78	\$ 618.70
RF Cam Op	\$ 596.30	\$ 618.66	\$ 641.86	\$ 664.32
ENG Cam Op	\$ 729.54	\$ 756.90	\$ 785.28	\$ 812.77
Steadicam Op	\$ 756.00	\$ 784.35	\$ 813.76	\$ 842.24
ENG Utility	\$ 399.00	\$ 413.96	\$ 429.49	\$ 444.52
ENG Audio	\$ 504.00	\$ 522.90	\$ 542.51	\$ 561.50
Graphics Op	\$ 591.57	\$ 604.17	\$ 620.03	\$ 641.76
Graphics Cord	\$ 494.13	\$ 512.66	\$ 531.88	\$ 550.50
Graphics 2 Scorebox	\$ 402.99	\$ 418.10	\$ 433.78	\$ 448.96
Stage Mngr	\$ 288.23	\$ 299.03	\$ 310.25	\$ 321.11
Utility	\$ 330.02	\$ 342.39	\$ 355.23	\$ 367.66
Senior utility	\$ 361.52	\$ 375.07	\$ 389.14	\$ 402.76
RF Technician	\$ 386.19	\$ 400.67	\$ 415.70	\$ 430.25
TOC	\$ 278.36	\$ 288.79	\$ 299.62	\$ 310.11
Stats	\$ 205.80	\$ 213.52	\$ 221.52	\$ 229.28
Runner	\$ 189.11	\$ 196.20	\$ 203.55	\$ 210.68

<b>Benefits</b>	<b>12/1/22 - 3/31/23</b>	<b>4/1/23 - 3/31/24</b>	<b>4/1/24 - 3/31/25</b>	<b>Effective 4/1/25</b>
Health & Welfare:	\$8.00/hr	\$8.25/hr	\$8.50/hr	\$8.75/hr
Annuity:	4.00%	4.00%	4.00%	4.25%
Pension:	\$13.00/day	\$13.00/day	\$13.00/day	\$14.00/day

### **Additional Side Letter Conditions Specific to Texas Local 796 Jurisdiction**

1. Late Calls – Applicable to San Antonio
  - a. Freelancers (in San Antonio ONLY) who are not available to work a full day may be offered and accept a late call. Late call rates are based on a six (6) hour minimum workday. **Late call base rates shall be 109% of the Hourly (straight-time) Rate(s) by Craft contained in the Texas Appendix.** Any work performed after seven (7) hours, will be paid as overtime at one and a half (1½) times the applicable rate outlined in the Texas Appendix. The Employer shall have not more than two (2) technicians per show event on a late call.
  - b. The following positions shall not be subject to a late call without the mutual agreement of the technician, the Union Business Agent, and the applicable Employer:
    - Technical Director
    - Audio Mixer (A1)
    - Assistant Audio (A2)
    - Video Operator (V1)
    - Record/Playback Operator (CPO1)
    - Graphics Operator
  
2. Applicability of Agreement

The parties acknowledge that productions other than those contemplated herein may arise. The parties shall meet and confer as to modification, if any, that should take place for work performed on non-sports related shows. If no such agreement is reached at least one week prior to such other event the wages, terms and conditions of this agreement shall apply.
  
3. Referral fees and the supporting documentation shall be delivered to the Local within 30 days after the month in which work was performed. (TA. September 9, 2022)
  
4. Corridor Travel When Employees must travel by car between Austin and San Antonio more than 75 miles (one way) they will receive per diem and mileage reimbursement according to the current IRS standards. The Union shall work with the Employer to identify individuals who reside 75 miles or more from the common work venue in the “distant” municipality.
  
5. 2<sup>nd</sup> Meal Penalty – If an Employee works over fourteen (14) elapsed hours; in addition to premium pay, a second – one half (1/2) hour meal break shall be due. If a second meal is not provided, an additional one half (1/2) hour at the double time rate of pay shall be paid as a penalty.

**Regional Sports Side Letters**  
(applicable to both jurisdictions)

**Side Letter #1: Travel**

Consistent with industry past practice, if an Employee is transported in to the jurisdiction of a local union of the IATSE from another local union's jurisdiction where the Employers or any subsidiary or DBA of the Employers holds a collective bargaining agreement with the IATSE, the following shall apply:

The wage, benefit, travel, and per diem sections (the economics) of the CBA of the Employee's home local shall travel with that Employee. The working conditions of the CBA that the Employee travels to shall apply - e.g. rest periods, meal breaks, staffing, parking, etc.

Employees properly traveled in from another jurisdiction shall not count against any accumulated number that applies to a local Union's referral roster waiver.

**Side Letter #2: Events Beyond the Original Scope of this Agreement**

The parties have committed to discussing events produced by the Employer that are not Professional or NCAA Division 1 (football, men's basketball or hockey). The proper wages, terms and conditions for such "other" events will be discussed on an event by event basis.

Corporate or Entertainment Events: For corporate and entertainment events, appendix rates will increase by 20%.

**Side Letter #3: Crew Sheet Distribution**

The Employer agrees to provide to the applicable Local Union a list of all crew members hired prior to any event for which they are so engaged.

**Side Letter #4: Employer's Supervisory Employees**

The parties acknowledge Company's long-standing practice of having its full-time corporate supervisory employees ("Supervisors") occasionally hold technical positions on signatory productions. In such cases, the parties mutually agree such Supervisors may facilitate better communication between Company and crew, issue resolution (where applicable), venue and client relations, and/or improving work processes.

Company will inform Union when a decision is made to use a Supervisor in place of a local or otherwise covered craftsperson, and subsequently the Supervisor and position held will be identified on all crew sheets. If no crew sheets are posted, Employer will identify the Supervisor via any reasonable means according to the Local's Business Representative. Accordingly, such Supervisors shall not be considered part of the bargaining unit and therefore will not be subject to the terms of the CBA.

**Side Letter #5: FS1 / FS2 Broadcasts**

Any remote sports production events produced by/for FS1 Remote Production, LLC or Sports Media Services, LLC within the geographical jurisdiction of the Agreement shall otherwise be in conformance with the Program productions, Inc. – IATSE Agreement. These amendments are applicable to events produced for distribution on “Fox Sports 1” and/or “Fox Sports 2” only:

Wages contained in the relevant Appendix will be increased by 5% over the rate annotated for the applicable period.

**Side Letter #6 Key Addresses**

The following important addresses apply to communications required under this CBA:

**IATSE Training Trust Fund (Training Trust Remittances)**

PO Box 51317  
Los Angeles, CA 90051-5617

**IATSE Local 748 (Dues, Referral Fees, and Local Union Communications)**

PO Box 1191  
Phoenix, Arizona  
85001

**IATSE Local 796 (Dues, Referral Fees, and Local Union Communications)**

PO Box 70826  
Houston, Texas  
77270

**IATSE National Benefits Funds (Pension, Health & Welfare and Annuity Fund Remittances)**

P.O. Box 11944  
Newark, NJ 07101-4944

**Program Productions, Inc.**

2050 S. Finley Rd., Suite #80  
Lombard, IL 60148

or

**Program Productions, Inc.**

6909 E. Greenway Parkway  
Scottsdale, AZ 85254

## **Sideletter #7 Training**

This Side Letter Agreement is made and entered into as of by and between Program Productions, Inc. ("PPI" 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 ("IATSE" or the "Union").

A. The parties recently met and discussed the need for a comprehensive approach concerning training of technicians for current and future work assignments. The parties agreed upon a common strategy and approach which meets the Company and Union's needs.

B. References to benefits including Health and Welfare, Pension, and Annuity are to conform to the applicable local union CBA with PPI in order to determine the appropriate rates paid for such benefits by geographic market location.

C. Trainees will come primarily from the Local's referral list. PPI will work with the Local's B.A. to identify/solicit such candidates and the specific needs within each market. As the process of identifying and selecting candidates progresses and training begins and progresses, PPI will work with the Local's B.A. and keep them and the IATSE Broadcast department informed. This does not preclude PPI from selecting/utilizing trainees from other sources.

D. Training Scenarios. The following list of training scenarios were discussed between the parties in order to develop a general framework for the types of training anticipated under this Agreement. As other types of activities are developed which are not consistent with these scenarios, the parties agree to meet and confer in an ongoing cooperative effort.

1. Training on non-event days:

- i. Trainer (Union member): full day rate & full benefits contribution.
- ii. Trainee: Training rate will be paid at \$20/hour. There will be no benefit contribution for such activities.

2. Training on event days when the trainer is already working a crew position and the trainee is there in a non-work capacity (training only):

- i. Trainer: \$100 Stipend/Bump.
- ii. Trainee: Training rate will be paid at \$20/hour. Trainee will receive full benefits contribution under the applicable CBA.

3. Training on event days when the trainer AND trainee are both already working a crew position:

- i. Trainer: \$100 Stipend/Bump.
- ii. Trainee: Will be paid their regular position rate. There will be no extra bump or increase in rate. Trainee will receive full benefits contribution under the applicable CBA.

4. Training on event days when the trainer and the trainee are both on-site for training only and not crewed for a position:

- i. Trainer: full day rate & full benefits contribution.
- ii. Trainee: Training rate will be paid at \$20/hour. Trainee will receive full benefits contribution under the applicable CBA.

iii. Note: This scenario could also be applied when the trainer and trainee “share” a position already on the production. Trainer would determine the amount of “in position” time trainee is ready for.

5. Required Virtual Position Training Provided by Manufacturer or Employer:

i. Trainee: Training rate will be paid at \$20/hour. There will be no benefit contribution for such activities.

E. The Union will work with the Employer and the TTF to expedite and modify TTF rules to accommodate sports broadcast training models and procedures.

F. This Agreement will remain in effect for a period of two (2) years and will be subject to ongoing discussions and renewal, as appropriate.

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**SIGNATURE PAGE**

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

PROGRAM PRODUCTIONS, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

I.A.T.S.E LOCAL 748

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

I.A.T.S.E LOCAL 796

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_