

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING
PICTURE TECHNICIANS, ARTISTS, AND ALLIED CRAFTS OF THE UNITED STATES,
ITS TERRITORIES, AND CANADA, AFL-CIO, CLC, TELEVISION BROADCAST AND
STUDIO EMPLOYEES

AND

BURKE BROTHERS PRODUCTIONS, LLC.

**Relative to the Jurisdiction of
Arizona and Local 748**

Effective January 1, 2023 - September 30, 2025

IATSE – BURKE BROTHERS PRODUCTIONS, LLC AGREEMENT

This Agreement is made and entered into as of January 1, 2023, by and between Burke Brothers Productions, LLC. (Hereinafter “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 and its Local 748 (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 listed in Appendix A of this Agreement working in and/or hired in and transported from the state of Arizona (Hereinafter “Employees”) in connection with the live broadcast or recording of sporting events.
- 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.
- 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 Appendix A of this Agreement are excluded. Time Out Coordinators, though listed in Appendix A, may be excluded to the extent that they are directly hired or 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 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 Local Business Agent 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. Additionally, there shall be no minimum staffing requirements unless otherwise described in the Agreement.

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 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 Union will make such authorizations available to the Employer effective with the start date of this Agreement, and thereafter on an annual basis. The Union 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).

c. 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

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

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

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.

Article V: Hiring and Hiring Practices

a. The Referral List: The locals under this Agreement will maintain and provide the Employer a 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. Local 748 maintains an active (continuing updated) Referral List via its Local 748 website and provides the Employer login credentials.

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:

1. Requirements of the position;
2. Knowledge, skill, expertise and experience of the Employee;
3. Existence or absence of prior service with the Company and any work record with the Company;
4. Employee's past and current availability;
5. Residence of the Employee and the location of the work to be performed; *and*
6. Preferences and/or recommendations of the director, producer 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 Representative the nature of such decision(s). 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 Referral List, limited to an aggregate total of ten (10) days of non-Referral List hire (hereinafter “Exceptions”) per calendar year. Employer may thereafter instruct the Union to place such person onto the appropriate Referral List if their performance was deemed acceptable by the Employer. 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 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 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 another Region or employer 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.
- b. Employees may be terminated by the Employer by sending a "Notice of Termination Letter" to the Union for serious or repeated infractions of the Employer's rules. In addition, Employees may be disciplined, up to and including suspension of duties, wherein the Employer shall send a "Notice of Discipline Letter" to the Union for infraction of the Employer's rules. Letters to the Union described herein are sent to the Director of Broadcast for the IATSE and the designated Representative of the appropriate Union Local.
- c. The Union agrees that the issuance of "Notice of Termination" and "Notice of Discipline" letters 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 to discuss job performance concerns. The employee may bring a Union Representative to such meeting.

Article VII: No Discrimination

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

Article VIII: No Strike, No Lock Out

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

Article IX: Stewards

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

Article X: Access

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

Article XI: Grievance and Arbitration

- a. In the event that the IATSE or 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. The Employer must give such written notice to the Director of Broadcast for IATSE and the designated Representative of the appropriate 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 effect 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) working 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 arbitration. The demand for arbitration must be made in writing, no later than forty (40) business days after written notice referred to in paragraph 1. *above*. Each party shall bear half the cost of the arbitrator's fees and expenses.
- 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 American Arbitration Association 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. 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 Appendix A.

b. **Work Day:** A regular work day shall be computed by totaling the number of hours between the time an employee reports to work 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 (1/4) 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.

d. **Work Week:** The work week is currently defined as Monday through 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. Employees shall receive overtime of one and one-half (1½) times their regular hourly rate for any elapsed hours of work in excess of ten (10) hours in any work day or any actual hours worked in excess of forty (40) straight time hours in any work week.

2. Employees shall receive overtime of two (2) times their regular rate for all time after twelve (12) hours elapsed.

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 “Pyramiding.”

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

1. For all double header or single day multiple events, employees shall be paid a minimum 14-hour day under the following conditions:
 - A. An employee’s first fourteen (14) hours shall be paid at one and one-half (1½) times their straight time rate; *and*
 - B. Any time worked after fourteen (14) hours elapse shall be paid at two (2) times their straight time rate.
2. Employees engaged for two (2) separate events or at two (2) separate venues in the same day (e.g. baseball then hockey) shall be paid two (2) 10-Hour Minimum Calls. In any event where Employer pays two (2) 10-Hour Minimum Calls, overtime is calculated separately, not cumulatively.
3. Employees will be notified a week in advance of the potential single day multiple event and given the option to decline. 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.
4. 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 6th elapsed hour from the employee’s “in time” or return to work from a previous meal break. 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) elapsed hours from Employee’s “in time”.
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. This rule shall apply to employees traveling from one assignment to another, unless early travel is at the employee's request and later arrangements are available. If less than ten (10) hours in between calls are given, the employee and the Employer shall mutually agree to one of the following remedies:
 - A. A penalty of an additional one half ($\frac{1}{2}$) times the employee's rate shall be paid for hours invading the ten (10) hour rest break;
 - B. The Employer shall provide nearby housing;
 - C. Provide transportation to or from home, the event location, or the airport; *or*
 - D. Provide an adjusted call time. The adjusted call time will also count as the employee's "in time" for the day.
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 ($\frac{1}{2}$) 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 equal to the cancelled call. The notifications described above are based upon the call time established for the individual Employee being so cancelled.
2. 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. The Employer may specify preferred lots in the area in which employees shall park.
2. 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 at the rate of one and one-half (1½) times their applicable rate of pay for the daily guarantee. Employees shall be paid two (2) times their base hourly rate of pay for all hours worked in excess of the minimum guarantee for ten (10) hours at their applicable rate of pay for their 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 X11.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 bi-monthly payroll period and thereafter pay wages and fees to Employees no less than ten (10) days after the close of any pay period in which the Employee worked.

b. The Company shall provide each Employee a breakdown of all monies and benefits paid and any amounts deducted from the previous pay period.

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.

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, DVEs, DDR/Fast Forward channel outputs, still store 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	\$75.00
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coordination with destination	
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:

1. 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.
2. 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.
3. 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.

4. Employer may add early call times or additional technicians if needed and authorized to do so by the client.
5. 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.
6. When possible, Employer will distribute 3rd party broadcast show requirements to technicians, in advance of the event and in writing, via local crewers.

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:

1. On a show where there are two (2) or more “on camera” positions used during a single production (e.g. interviews or commentary using headsets, shotgun mics, stick mics, etc.), the Company shall engage at least two (2) Audio Assistants.
2. Shows using effects mic(s) shall engage at least two (2) Audio Assistants unless those effects mics are provided from another source.
3. 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.
4. At least two (2) Audio Assistants shall be employed on productions utilizing RF equipment.
5. Audio Assistants shall not be asked to perform the duties of the Stage Manager, or operate cameras.
6. For dual feeds there will be a separate audio crew.
7. 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 Utility Technician shall be engaged. If a second Video Controller is engaged, a second Utility Technician is not necessary.
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 if no Graphics Coordinator is present.
2. An additional per shift charge of \$60.00 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).
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. Steadi 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 Steadi cam movement and tracking shots. The Steadi cam Operator shall have the required skills to cable, assemble, balance, operate and tear down the Steadi cam well as ancillary equipment and monitor that goes with the Steadi cam rig. The Steadi 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 crewmember for the event. 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 without assistance.
 3. When the robotic system is required to be fully struck, the Robotic Camera Operator will be released 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) at a time or set up or operate more than two (2) 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/slomo 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, slomo, 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, slomo, and playback recorded elements and to operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities. Additional skills include but are not limited to: monitor and router labeling and layout and organize and assemble melts.

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) channels 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) channels or less of input, is assigned a super slow-motion machine that requires the slow-motion capture be triggered *via* a separate controller, or is performing replay only duties utilizing more than two (2) channels 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) channels or less of input the

operator shall be paid the Capture Playback 3 (CPO3) rate.

4. The Company shall engage at least three (3) Capture Playback Operators for any Home Show, at least two (2) Operators on any Away Show, and at least five (5) Operators on any Dual Feed Show. A single Capture Playback Operator (CPO) shall not be responsible for more than four (4) record channels.
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 technology 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 deviation from the current staffing norms.

t. Senior Utility Technician: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Relevant Department Heads to assure coordination 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 cannot 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. At least one (1) Utility shall be engaged for each 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, unless a designated Senior Utility is already provided by the client.
5. The Video Dept. shall have priority over at least one (1) Utility, on as-needed basis during set-up.
6. 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.
7. 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 for 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/performance other related equipment/services necessary to the fulfillment of their job skills and responsibilities.
1. Short Call Crafts: If a Stage Manager, or Phone Assistant Director's call in time is adjusted to earlier than three (3) hours before air or work shifts longer than six (6) hours from their Report Time, they will receive compensation for the additional hours at one and one-half (1.5) times their straight time rate, subject to the overtime provisions of this Agreement.
 2. There shall be a Stage Manager engaged/used for any on-air talent.
 3. On a show/event where there are two (2) or more "on camera" positions used during a single production, the Company shall engage at least two (2) Stage Managers.
 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.
- 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 assistance to the production staff. A valid driver's license is required for this position. The Runner will not operate technical equipment.

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.

Article XVII: Safety and Health

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

b. The Employer will provide a representative on site that will have knowledge of the client's 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 an equal number of management representatives shall be established, and shall meet as needed to discuss safety problems. The designated union committee member shall not suffer any loss of wages with respect to any meeting involving safety matters.

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.

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 parties to this Agreement agree their first priority, in order to insure the availability of qualified freelancers, will be to train current freelancers in the new technology.
- b. The Employer and Union shall coordinate training activities, based on availability of equipment, relative workload (in the course of live broadcasts, set-up, and layover days), and craft depth within the jurisdiction. Any freelancer currently registered with the Local can ask for training in a new job category, and receive that training, as time and equipment are available. The union shall, however, not unreasonably deny Employer's request to consider training of non-registered persons on a showing value or necessity. The Union shall be responsible for arranging the trainer, and thereafter the trainer and the Employer shall jointly assess a trainee's skills and craft readiness in the course of their training and upon its completion.
- c. 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.

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.

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. 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 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. Within the jurisdiction of this Agreement, there shall be the following Production Cities:

1. Phoenix
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 List most closely aligned with the employee's domicile/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. Any such individual 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.
- 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 \$55.00 for each day or fraction thereof spent traveling.

b. Travel by common carrier: Compensation for time spent traveling by common carrier shall commence two (2) hours prior to the scheduled flight time and stops one (1) hour after the completion of the flight. Travel time of five (5) hours or less shall be paid at one-half (1/2) the employee's Minimum 10-hour Day Rate. Travel time in excess of five hours (5) hours up to and including eight (8) hours shall be paid at eight (8) hours straight time. It is expressly understood that an eight (8) hour travel day is exclusive of a one (1) hour unpaid meal period. Thus, a travel day is a total of nine (9) hours; of which eight (8) are paid and one (1) hour is an unpaid meal period. Employees traveling 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. In the event an employee travels by common carrier in excess of ten (10) hours, all overtime provisions of Article XII shall apply.

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 car to the location, their mileage will be reimbursed and actual hours required for the drive from the employee's residence to the work location will be paid at an Hourly Travel Rate of twenty-five dollars (\$25.00) per hour. For work-and-travel or travel-and-work days, all time shall be considered work time for the purposes of calculating overtime. When traveling by car on travel only days, employees traveling five (5) hours or less shall be paid five (5) hours at the Hourly Travel Rate. Employees traveling by car in excess of five hours (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.

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, 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.

Article XXI: Health and Welfare

1. Employer shall contribute based on the Appendix A the following:

- a. 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 Appendix A of this Agreement.
- b. 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 Appendix A of this Agreement.
- c. IATSE National Pension Fund – Employer shall contribute the defined pension plan contributions on behalf of each Employee in the amounts as outlined in Appendix A of this Agreement.
- d. Employer contributions shall be made by separate check to the “IATSE Health and Welfare Fund” and the “IATSE Annuity Fund” and the “IATSE National Pension Fund” no later than the tenth (10th) of each month 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.
- e. 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 transmit those salary deferrals to the Annuity Fund by the tenth (10th) day of each month following the end of the month in which the covered services were performed.
- f. In every instance under this Article, Employer will execute the appropriate documents needed to fully effectuate this Agreement.
- g. 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.

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 and 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 and signed by authorized representatives of the parties.

Article XXIV: Term of Agreement

This Agreement shall be effective as of January 1, 2023 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.

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Appendix A – Wages and Benefits

Minimum Daily Rates	4/1/22 - 3/31/23	4/1/23 - 3/31/24	4/1/24 - 3/31/25	Beginning 4/1/25
Technical Director	\$707.60	\$734.13	\$761.66	\$788.32
Audio A-1	\$700.55	\$726.83	\$754.08	\$780.47
Audio A-2	\$432.36	\$448.58	\$465.40	\$481.69
ENG Audio	\$493.23	\$511.72	\$530.91	\$549.49
Specialty Mic Op / A3	\$186.28	\$193.26	\$200.51	\$207.53
Lead EVS / CPO1	\$651.35	\$675.78	\$701.12	\$725.66
CPO2	\$563.60	\$584.73	\$606.66	\$627.89
RO / CPO3	\$498.99	\$517.71	\$537.12	\$555.92
Hard Camera Position	\$497.85	\$516.52	\$535.89	\$554.65
Handheld Camera Operator	\$535.11	\$555.17	\$575.99	\$596.15
Jib Camera Operator	\$633.56	\$657.32	\$681.97	\$705.84
Jib Utility	\$352.80	\$366.03	\$379.76	\$393.05
Robotic Camera Operator	\$556.55	\$577.42	\$599.07	\$620.04
ENG Camera Operator	\$674.47	\$699.77	\$726.01	\$751.42
RF Camera Operator	\$588.60	\$610.68	\$633.58	\$655.75
Video Controller / V1	\$616.51	\$639.63	\$663.61	\$686.84
Assistant Video Controller / V2	\$498.99	\$517.71	\$537.12	\$555.92
Graphics Operator	\$581.38	\$603.19	\$625.80	\$647.71
Graphics Coordinator	\$367.50	\$381.28	\$395.58	\$409.42
Graphics 2 / Score Bug Operator	\$402.00	\$417.08	\$432.72	\$447.87
Stage Manager	\$278.34	\$288.77	\$299.60	\$310.09
Phone AD, Tape AD, AD	\$327.41	\$339.68	\$352.42	\$364.76
RF Camera Technician	\$378.63	\$392.83	\$407.56	\$421.82
Senior Utility	\$352.80	\$366.03	\$379.76	\$393.05
Utility	\$321.34	\$333.39	\$345.89	\$358.00
Time Out Coordinator	\$399.29	\$414.26	\$429.80	\$444.84
Runner	\$186.28	\$193.27	\$200.52	\$207.50
<i>Annual % raise:</i>	3%	3.75%	3.75%	3.5%

Benefits	4/1/22 - 3/31/23	4/1/23 - 3/31/24	4/1/24 - 3/31/25	Beginning 4/1/25
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

Appendix B – Additional Provisions

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 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. 2nd 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 hour (1) at double time rate of pay shall be paid as a penalty.
7. Graphic Coordinator/Associate Producer
 - A. 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:
 - i. 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:
 1. The staff employee must be a full time (benefits eligible) employee of Employer.
 2. Not more than twenty percent (20%) of available shifts will be worked by staff employees in this capacity.
 3. The staff employee will not be paid less than the Graphics Coordinator rate as contained in the Arizona Appendix.
 - ii. 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:

1. The Employee will not be paid less than the Graphics Coordinator rate as contained in the Arizona Appendix of the Agreement.
2. The Employee will receive full benefits contributions for all hours worked or paid, as outlined in the Arizona Appendix.
- iii. As a direct result of this Side Letter, the existing Graphics Coordinators will not have a material loss of existing work.
- iv. This Side Letter will be regularly reviewed and discussed as a part of the existing Labor/Management Committee meetings.

8. 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)

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 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 that travel 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 Other than Professional Sports

The parties have committed to discussing events produced by the Employer that are not Professional or NCAA Division 1. The proper wages, terms and conditions for such “other” events will be discussed on an event by event basis.

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: 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 Burke Brothers Productions – IATSE Agreement. These amendments are applicable to events produced for distribution on “Fox Sports 1” and/or “Fox Sports 2” only:

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

Side Letter #5: Training

This Side Letter Agreement is made and entered into as of by and between Burke Brothers Productions, LLC. (“BBP” 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 BBP 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. BBP 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 candidate’s progresses and training begins and progresses, BBP will work with the Local’s B.A. and keep them and the IATSE Broadcast department informed. This does not preclude BBP 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

For Burke Brothers Productions, LLC

By: DocuSigned by:
Charles Burke
8DED508D11654CE...

Its: Co-Owner

Date: 12/26/2022

For I.A.T.S.E

By: DocuSigned by:
Kevin Allen
754CAED8AE234FE...

Its: International Representative

Date: 12/22/2022

For Local 748

By: DocuSigned by:
Toby J. Finch
C0D9063031CD4A6...

Its: President

Date: 12/21/2022