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# **AGREEMENT**

between

**NBC Sports Network, L.P.**

and

**IATSE – International Alliance  
of Theatrical Stage Employees,  
Moving Picture Technicians,  
Artists, and Allied Crafts**

**Term: January 1, 2020 – December 31, 2022**  
**Venue: Xcel Energy Center (Saint Paul, Minnesota)**

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TABLE OF CONTENTS

ARTICLE I RECOGNITION .....1  
ARTICLE II MANAGEMENT RIGHTS.....1  
ARTICLE III UNION SECURITY..... 2  
ARTICLE IV DUES CHECKOFF ..... 2  
ARTICLE V SUBCONTRACTING ..... 3  
ARTICLE VI PERFORMANCE OF UNIT WORK..... 3  
ARTICLE VII NO STRIKE, NO LOCK OUT ..... 3  
ARTICLE VIII NO DISCRIMINATION ..... 4  
ARTICLE IX ARBITRATION OF NO DISCRIMINATION ..... 4  
ARTICLE X DISCIPLINE ..... 5  
ARTICLE XI GRIEVANCE AND ARBITRATION ..... 5  
ARTICLE XII ACCESS..... 7  
ARTICLE XIII STEWARDS..... 7  
ARTICLE XIV WORKING OUT OF CLASSIFICATION AND EXTRA DUTY..... 7  
ARTICLE XV HIRING AND HIRING PRACTICES ..... 7  
ARTICLE XVI SAFETY AND HEALTH ..... 8  
ARTICLE XVII MINIMUM CONDITIONS ..... 9  
ARTICLE XVIII MINIMUM RATES..... 10  
ARTICLE XIX HOLIDAYS ..... 10  
ARTICLE XX PAYMENT OF WAGES ..... 10  
ARTICLE XXI TRAINING AND NEW TECHNOLOGY ..... 10  
ARTICLE XXII SEPARABILITY AND SAVINGS ..... 11  
ARTICLE XXIII SUCCESSORS AND ASSIGNS ..... 11  
ARTICLE XXIV TERM ..... 11  
APPENDIX A WAGE SCALE & BENEFITS.....13  
APPENDIX B JOB CLASSIFICATIONS .....14  
SIDE LETTER #1..... 18

## **AGREEMENT**

This Agreement is made and entered into on May 10, 2020, by and between NBC Sports Network, L.P. D/B/A "NBCSN" ("NBCSN", "Employer" or "Company") and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, Its Territories, and Canada, AFL-CIO, CLC ("IATSE" or "Union") as follows:

### **ARTICLE I RECOGNITION**

A. The Employer hereby recognizes the IATSE as the exclusive bargaining representative and agent of all technicians employed by NBC Sports Network, L.P. d/b/a "NBCSN" to perform technical work in connection with the telecasting of live or recorded sports events exclusively on the "NBCSN" cable network from the facility known as Xcel Energy Center in Saint Paul, Minnesota (including related pre- and/or post-game shows), including Technical Directors (TD), Audio Mixers (A1), Audio Assistants (A2), Specialty Microphone Operators (A3), Video Controllers (V1), Assistant Video Controllers (V2), Graphic Operators, Camera Operators (for stationary, hand-held and/or remotely operated camera), Videotape Operators (VTR), Digital Recording Device Operators (DDR), Utility Technicians, Stage Managers, and others in similar technical positions performing pre-production, production and postproduction work at the Xcel Energy Center.

B. Excluded are all other employees, including non-local technicians who are transported by the Employer from locations outside Minnesota to perform work in connection with live or recorded sports events exclusively for the "NBCSN" cable network at the facility known as Xcel Energy Center, employees employed on NBCSN studio shows, managers, clericals, and guards and supervisors as defined by the Act.

### **ARTICLE II MANAGEMENT RIGHTS**

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer. The Employer has and shall retain the sole and exclusive right of management and direction of the venue and operations. Such right of management includes, among other things, but is not limited to, the right to plan, direct, control, increase, decrease, or discontinue operations in whole or in part; to shift services, processes, or types of work in and out of the Xcel Energy Center; to subcontract or contract out bargaining unit work; to transfer or assign bargaining unit work to non-unit personnel; to change technology and/or machinery; to introduce new methods, techniques, and/or machines; to hire, select, and determine the number of its employees, including the number assigned to any particular production; the right to terminate, merge, consolidate, sell, or otherwise transfer its business or any part thereof; impose discipline upon employees for just cause; to add to or reduce the number of employees it shall employ at any time and the qualifications necessary to perform any of the jobs it shall have or may create in the future; to, in its sole discretion, assign work duties both on regular and overtime work in accordance with

its determination of the needs of the operations, which may include the use of non-bargaining unit personnel in the event of an emergency; to determine the starting and quitting times, the time for lunch, and the number of hours to be worked; to determine work performance levels and standards of performance of employees; to issue, revise, and enforce safety and security rules and rules of conduct; to adopt, rescind, change, or enforce safety and security rules and rules of conduct.

It is specifically agreed that the enumeration of certain management rights and prerogatives listed above shall not be deemed to exclude other management rights and prerogatives not specifically enumerated herein; and it is specifically agreed that any of the rights, powers, or authority vested in the Employer prior to the signing of this Agreement are retained by the Employer except those specifically abridged, deleted, or modified by the express terms of this Agreement.

### **ARTICLE III UNION SECURITY**

A. Within thirty (30) calendar days of initial hire of any employee covered by this Agreement, Employer shall notify IATSE of the employee's name, address, social security number, date of hire, classification, and regular rate of pay. Any employee who is engaged by the Employer within the above-described bargaining unit for a cumulative (may be non-consecutive) total of thirty (30) actual work days within any two consecutive calendar years is required, as a condition of continued employment, to meet the financial obligations of Union membership, such amount of dues and initiation fees normally required by that local. Any employee who fails to comply with the above obligations within two (2) weeks after having received an appropriate written notice of delinquency from the Union (with copy to the Employer) shall be deemed ineligible for future engagements by the Employer. Written notice of such ineligibility shall be given by the Union to the Employer, with a copy to the employee.

B. The foregoing obligations are to be interpreted and applied consistent with applicable law. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits, penalties or other forms of liability, including court costs and attorney's fees, that arise out of this Article.

### **ARTICLE IV DUES CHECKOFF**

Upon receipt of a signed authorization of an employee, the Employer agrees that it will deduct Union dues payments from all wages earned by employees covered by this Agreement. The Union shall notify the Employer of the amount to be withheld from the employee's wages and will maintain a signed dues 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 their authorization of said check-off forms. The Employer shall commence making such deductions for such employees as of the first full payroll period following its receipt of this authorization and shall continue for each pay period thereafter for which the authorization is in effect. Dues deducted under Section B of this Article shall be remitted to the Union no later than the Friday

of the second full calendar week of the month following the calendar month in which the deductions are made. On or after the expiration of this Agreement, the Employer may terminate its obligations under this Article and cease deducting and remitting dues to the Union in the event a strike vote or other work action (*e.g.*, strike or lockout) occurs. The Union will also submit to the Employer, on an ongoing basis, a list of all employees who have chosen to withdraw their authorization of said check-off forms.

## **ARTICLE V SUBCONTRACTING**

A. The Employer may subcontract with third parties for the performance of work within the scope of this Agreement where the Employer:

1. Determines that insufficient qualified employees are available, or
2. Obtains new equipment and, in the Employer's view, operation of the equipment requires specialized skill or expertise. The Employer will give prior notice to the Union that it will be obtaining new equipment.

B. Within a reasonable time prior to subcontracting all or part(s) of the production, the Employer shall provide reasonable notice of such intended changes to the Union.

C. Nothing in this Agreement shall prohibit the Employer from subcontracting part or all of the work covered by this Agreement to another employer signatory to a collective bargaining agreement with IATSE.

## **ARTICLE VI PERFORMANCE OF UNIT WORK**

Supervisory, managerial, and non-unit production employees of the Company shall be permitted to perform bargaining unit work: (1) in the case of emergency, including where such non-unit individuals perform work necessary to preserve the integrity or quality of on-air coverage; (2) to instruct or train employees covered by this Agreement; or (3) to provide coverage for employees who abandon their positions by failing to report or remain at work as scheduled.

## **ARTICLE VII NO STRIKE, NO LOCK OUT**

A. During the term of this Agreement, neither the Union, on behalf of its officers, representatives, agents, stewards, and members, nor the employees covered by this Agreement shall directly or indirectly cause, initiate, authorize, threaten, or take part in any strike (including any sympathy strike), picketing, walkout, slowdown or stoppage of work, boycott or other interference with the business or operations of the Employer. In the event that the Union or any of its agents or representatives in any manner directly or indirectly causes, initiates, authorizes, threatens, or takes part in any strike, sympathy strike, walkout, or stoppage of work, the Union shall be liable for any and all damages that the Company suffers as a result. In the event that any employee(s) engages in any of the conduct referred to in this paragraph, the Union shall, at the request of the Company, and as soon as is practicable, inform the

employee(s) that he/she/they are required immediately to cease such activities. It shall be understood by and between both parties to this Agreement that refusal to cross a lawful IATSE picket line, sanctioned by the International President, shall not constitute cause for discipline as defined by this Agreement.

B. The Company shall not lock out any or all of its employees during the term of this Agreement.

### **ARTICLE VIII 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, including, but not limited to, the Age Discrimination in Employment Act of 1967 (as amended), Title VII of the Civil Rights Act of 1964 (as amended), Sections 1981 through 1988 of Title 42 of the United States Code, the Americans with Disabilities Act of 1990, the Uniformed Services Employment and Reemployment Rights Act, or any other federal, state, or local laws, rules, or regulations prohibiting similar conduct. The matters covered by this “No Discrimination” provision are not subject to arbitration under Article X of this Agreement. Nothing in this Agreement or in the Employer’s mandatory dispute resolution program will prevent an aggrieved employee from filing a complaint with the U.S. Equal Employment Opportunity Commission or other federal, state, or municipal government agency with jurisdiction to entertain such claim.

### **ARTICLE IX ARBITRATION OF NO DISCRIMINATION**

A. **Employees Hired Before May 10, 2020:** In the event that an employee wishes to assert a claim that the Company violated the provisions of Article VIII and the Union does not file a grievance under Article XI within the time period set forth in the Grievance and Arbitration provision at paragraph A.1. of Article XI, whether because the employee does not request that such a grievance be filed or otherwise, or does not refer such a timely-filed grievance to arbitration pursuant to paragraph Article XI, the employee may submit the claim to the Company’s alternative dispute resolution program (currently called “Solutions”), provided such claim complies with the provisions of such program.

B. **Employees Hired on or After May 10, 2020:** In the event that an employee wishes to assert a claim that the Company violated the provisions of Article VIII and the Union does not file a grievance under Article XI within the time period set forth in the Grievance and Arbitration provision at paragraph A.1. of Article XI , whether because the employee does not request that such a grievance be filed or otherwise, or does not refer such a timely-filed grievance to arbitration pursuant to paragraph Article XI, the employee must do so under the terms and conditions of the Company's alternative dispute resolution program (currently called “Solutions”), provided such claim complies with the provisions of such program.

C. The Company’s alternative dispute resolution program shall provide the sole and exclusive procedure for the resolution of any claim submitted thereto,

whether submitted pursuant to paragraph A. or B. of Article IX, and neither the Union nor any aggrieved employee may file an action or complaint in court on the substance of the underlying claim that has been submitted to the Company's alternative dispute resolution program, having expressly waived the right to so file. The Arbitrator's decision in any claim brought through the Company's dispute resolution program shall provide the final, binding, and exclusive determination of such claim, subject only to appeal in accordance with the Federal Arbitration Act. The Union shall continue to be the exclusive bargaining representative of bargaining unit employees on any matter hereinabove submitted pursuant to the Company's dispute resolution program.

D. Nothing in this Agreement or in the Company's dispute resolution program will prevent an aggrieved employee from filing a complaint with the U.S. Equal Employment Opportunity Commission or other federal, state, or municipal governmental agency with jurisdiction to entertain such a claim.

## **ARTICLE X DISCIPLINE**

A. The Employer maintains the right to make and modify reasonable work conduct policies and procedures and require their observance. Failure to observe reasonable work and conduct policies and procedures may result in disciplinary action.

B. Whenever disciplinary action is taken, the Employer agrees to notify the Union and affected employee in writing. No employee shall be disciplined without just cause. For purposes of this Agreement, the term "discipline" shall refer only to dismissing an employee during an assignment without pay for the remainder of the assignment or cancellation of a confirmed assignment due to the employee's misconduct.

## **ARTICLE XI GRIEVANCE AND ARBITRATION**

A. In the event that a dispute arises concerning the interpretation or application of any provision of this Agreement, the following procedures shall be applicable:

1. Within fifteen (15) business days of the time the 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.

2. A representative of the Union 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 Union 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 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.

4. The parties shall first attempt to agree upon an arbitrator. If such agreement is not reached within fifteen (15) business days of receipt of the arbitration demand in paragraph (3) above, an arbitrator shall be appointed in accordance with the Labor Arbitration Rules of the American Arbitration Association (AAA). The arbitration shall be held in New York, New York, unless the parties agree to another venue, and conducted pursuant to the AAA Labor Arbitration Rules.

B. 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.

C. 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.

D. The decision of the arbitrator, within the limits indicated above, shall be final and binding upon the parties. Each party shall bear the expense of preparing and presenting its own case. The fee of the AAA (if applicable) and the arbitrator's fees and expenses shall be shared equally by the parties.

E. Any arbitration case in which a hearing has not been scheduled by the parties, for reasons other than the selected arbitrator's failure to offer hearing dates reasonably acceptable to the parties, within twenty-four (24) months of the arbitration demand in paragraph (3) above shall be considered to have been finally disposed of and any further action on such grievance shall be barred. Any period of time during which the non-grieving party fails or refuses to participate in the scheduling of a hearing date, or fails to agree to an offered arbitration date, shall not count toward the twenty-four (24) month period described in the prior sentence.

F. No employee or employees may initiate a grievance or arbitration under this Agreement and any such grievance or arbitration must be brought, if at all, by the Union on the behalf of such employee(s).

G. All time limits in this Article are subject to extension by mutual written agreement of the parties.

**ARTICLE XII  
ACCESS**

On the day of any production, one (1) designated Union representative shall be permitted reasonable access to all sites where persons covered by this Agreement are performing services. The Union representative will not interfere with the production. Such representative shall give forty-eight (48) hours' advance notice to the Company of his/her desire to gain access to the venue(s) where employees are working. The Employer is not responsible for restricted admittance policies of the Xcel Energy Center or credential policies of the National Hockey League, but will use its best efforts to assist the Union's representative with access.

**ARTICLE XIII  
STEWARDS**

The Union may appoint one (1) steward for each production. The performance of any duties as a steward cannot in any way interfere, interrupt, or disrupt the production. No steward shall be discharged, disciplined or discriminated against for any act in the performance of his/her duties as steward acting by the authority of the Union, provided he/she continues to perform his/her job responsibilities in a manner acceptable to the Company. Upon appointment, the employee acting as steward (or other Union representative) shall inform a management representative as soon as practicable but in no event later than twelve (12) hours prior to the earliest "call time" on any production. Notice shall be given electronically to the Senior Director, NHL and College Hockey.

**ARTICLE XIV  
WORKING OUT OF CLASSIFICATION AND EXTRA DUTY**

An employee hired and assigned to work under this Agreement who is then assigned the duties of a higher-paid classification for more than forty-five (:45) minutes of any workday shall be paid at the minimum hourly rate set forth in the Agreement for the higher-paid classification for the entire day.

**ARTICLE XV  
HIRING AND HIRING PRACTICES**

A. The Employer shall hire employees in the positions covered by this Agreement as it deems necessary. The Employer shall have the sole discretion to determine the requirements of a position.

B. The Union agrees that it is and will continue to be an open Union and that it will keep its membership rolls open and will offer membership to all eligible employees engaged by the Employer. The Union agrees not to impose any fees in excess of the maximum fees required of members of the Union upon eligible employees of the Employer who wish to join the Union or wish to be represented by the Union.

C. The Referral List: The Union will maintain and provide the Employer a Referral List of qualified individuals as well as the positions for which each is qualified. Inclusion of an individual on the Referral List constitutes a representation by the

Union that it believes that such person is qualified to perform the job(s) indicated. The Union will accept to the Referral List all employees whom the Employer has employed or who have accepted an offer to work under this Agreement without discrimination of any kind and regardless of Union membership. 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.

The Union agrees that the Employer is not obligated to recognize seniority when hiring from the Referral List. When considering whether to engage such employees, the Employer shall take into account:

- The requirements of the position;
- Knowledge, skill, expertise and experience of the employee;
- Existence or absence of prior service with the Employer and any work record with the Employer;
- The employee's past and current availability; and/or
- The preferences and/or recommendations of the director, producer, or other employees.

Notwithstanding anything to the contrary contained herein, the Employer will be permitted to employ an individual not on the Referral List on a trial basis for up to two (2) events per hockey season.

D. Employees subject to this Agreement will not accept bookings for which they have or are aware of a previous scheduling conflict.

## **ARTICLE XVI SAFETY AND HEALTH**

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

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

C. The Employer will provide access to adequate bathroom facilities near the truck location.

D. Beverages (including cool water) and grab-and-go food will be made available to employees at the truck location from the start to the end of each work call.

**ARTICLE XVII  
MINIMUM CONDITIONS**

- A. Wages: The minimum wage rates 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 employee's call time and the time the employee is dismissed by the management representative on site at the end of such work day, including meal periods. Employer shall provide employee forty-eight (48) hours' notice of his/her report to work time ("call time"), except in the case of an NHL playoff game Employer need only provide twenty-four (24) hours' notice of an employee's call time.
- C. 8 Hour Minimum Call: All employees shall be guaranteed at least eight (8) hours of paid work.
- D. Work Week: The workweek is currently defined as Saturday through Friday. The workweek may be amended from time to time.
- E. Overtime: Employees shall receive overtime of time and one-half (1.5) times their regular rate for all work in excess of eight (8) elapsed hours from his/her call time on any workday in 1/10<sup>th</sup> hour increments.
- F. Pyramiding: It is specifically understood that there shall be no pyramiding of over-time pay or any other premium or penalty payments.
- G. Meal Periods:
1. All meal periods shall be compensated and will be one (1) hour in length. The meal period shall not be scheduled to start later than the end of the sixth (6<sup>th</sup>) hour or return to work from a previous meal break.
  2. In the event a crewmember misses a first meal break due to work, he/she will be compensated an additional hour at one and one-half (1.5) times his/her straight time rate of pay.
- H. Cancelled Calls:
1. If the Employer cancels an assignment of a previously booked employee, the employee shall be compensated as follows: (a) one-half (0.5x) of his/her daily rate of pay for a cancellation with less than seventy-two (72) hours' notice, and (b) his/her full daily rate for a cancellation with less than forty-eight (48) hours' notice. No cancellation pay shall be due to a previously booked employee if the Employer cancels the call in excess of seventy-two (72) hours' notice.
  2. Notwithstanding anything in the Agreement to the contrary, 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, terrorism or threats of terrorism, civil disorder, disease or medical epidemics or outbreaks,

and curtailment of transportation facilities preventing or delaying attendance, or any other events which frustrate the purpose of broadcast or make it impossible to continue operations.

I. Parking: The Employer shall reimburse employees up to \$30 for costs associated with parking each work day.

### **ARTICLE XVIII MINIMUM RATES**

The wage and working condition provisions of this Agreement shall be minimums, and employees shall not be precluded from individually obtaining better conditions than those outlined in this Agreement. No employee hired on or before May 10, 2020 who may be paid over the minimum compensation called for in this Agreement, shall have his/her compensation reduced as a consequence of this Agreement.

### **ARTICLE XIX HOLIDAYS**

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

B. If an employee is engaged to work on any of the holidays listed above, the employee will be compensated at the rate of one and one-half (1.5) times his/her applicable rate of pay.

### **ARTICLE XX PAYMENT OF WAGES**

A. Employer shall maintain a regular payroll period and employees performing work under this Agreement shall be paid on a regular payday designated in advance.

B. The Employer shall provide each employee a written statement at the end of each payroll period including the employee's name, hourly rate of pay, total number of hours worked during that period, gross hourly pay during that period, any wage deductions, net pay, and dates on which the pay period started and ended.

### **ARTICLE XXI TRAINING AND NEW TECHNOLOGY**

The Employer and the Union agree that it is important for employees to continue to advance their skills and abilities. In the event the Employer, in its sole discretion, incorporates new technology into the production of live sporting events covered by this Agreement, the Employer shall provide notice to the Union regarding the reasonably anticipated changes to the production. The Employer shall also provide training (to operate such technology) to employees who are assigned to positions where new technology is being introduced

**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  
SUCCESSORS AND ASSIGNS**

The Employer shall give the Union reasonable advance written notice of a sale of its business or a permanent transfer to another entity of all of the operations covered by this Agreement. Upon request of the Union, the parties will meet to bargain over the effect of such sale or transfer on bargaining unit members, with the understanding that the Union shall maintain the confidentiality of any proprietary or sensitive information the Employer shares with the Union regarding such sale or transfer.

**ARTICLE XXIV  
TERM**

This Agreement shall be effective as of January 1, 2020 and shall continue to and including December 31, 2022. Negotiation for amended terms of this Agreement shall begin upon written request of either party no later than sixty (60) days prior to December 31, 2022.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective duly authorized representatives as of the day and year first above written.**

**INTERNATIONAL ALLIANCE OF THEATRICAL STAGE  
EMPLOYEES**

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

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

**NBC SPORTS NETWORK, L.P.**

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

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

**APPENDIX A**

| <b>POSITION</b> | <b>HOURLY RATE</b>      | <b>DAY RATE</b> |
|-----------------|-------------------------|-----------------|
| TD              | TVL                     | TVL             |
| A1              | TVL                     | TVL             |
| A2              | \$44.42                 | \$355.36        |
| EVS             | \$49.54                 | \$396.32        |
| CAMERA          | \$44.42                 | \$355.36        |
| ROBO            | \$48.04                 | \$384.32        |
| VIDEO           | \$52.54                 | \$420.32        |
| V2              | \$44.92                 | \$359.36        |
| GRAPHICS        | TVL                     | TVL             |
| STAGE MANAGER   | \$46.88<br>(8-hour day) | \$375.04        |
| UTILITY         | \$26.46                 | \$211.68        |

**WAGE SCALES**

Effective as of the beginning of the first full payroll period following May 10, 2021, employees' hourly rates shall be increased by two percent (2.0%);

Effective as of the beginning of the first full payroll period following May 10, 2022, employees' hourly rates shall be increased by two percent (2.0%);

**BENEFITS**

A. Health. Effective as of January 1, 2020, the Employer shall contribute to the IATSE National Health Plan C ("Health Plan") six dollars (\$6.00) for each hour for which such employee is paid under this Agreement, with such contribution increasing to six dollars and fifty cents (\$6.50) effective January 1, 2021, then increasing to seven dollars (\$7.00) effective January 1, 2022.

B. Annuity. Effective as of January 1, 2020, the Employer shall contribute on behalf of each employee three percent (3.0%) of his or her gross wages earned under this Agreement to the IATSE National Annuity Fund for the duration of the Agreement.

## APPENDIX B – JOB CLASSIFICATIONS

Any titles, job classifications, or job descriptions used by the Company are not intended to and shall not establish departmental lines, staffing requirements, or limitations on or guarantees of the work to be performed by any employee or employee group. Employees shall cooperate with each other as well as with the other personnel involved in production to accomplish assigned tasks as efficiently as possible.

Consistent with these concepts, the job descriptions set forth herein illustrate the skills and abilities required for and the tasks that generally will be assigned to an employee filling a particular position. The job descriptions shall not limit the parties' rights set forth elsewhere in the Agreement. Without modifying the above, before altering the written job descriptions, the Company will discuss such modifications with the Union.

The following represents the Company's standard practices for staffing on and scheduling of work for live sports coverage at the Xcel Energy Center as of the date on which this Agreement was entered. It is understood that actual staffing and scheduling may vary based on a variety of factors affecting production, including, but not limited to, the size of the show, the number of hours of televised coverage, weather conditions, and budgetary constraints. It is also understood that all positions listed below will be expected to assist with show set-up and tear down, consistent with the Company's standard practices for staffing of and scheduling of live sports coverage as of the date on which this Agreement was entered.

A. **Technical Directors:** Shall work under the direction of the Producer, Director, Technical Manager, and/or other production or management representatives to provide the visual portion of the telecast. The Technical Director shall have the required skills to program and operate the required switcher, capture/playback equipment/fast forward channel outputs, still store, and other related equipment necessary to fulfillment of his/her job responsibilities. Additionally, Technical Directors shall have the skills necessary for laying out the monitor wall and tallies, coordinating the tech. schedule, and performing fax and transmission checks.

B. **Audio Mixer (A1):** Shall work under the direction of the Producer, Director Technical Manager, and/or other production or management representatives to provide the audio and communications portion of a telecast. The A1 shall have the required skills to program and operate the required audio board and other equipment related to mixing, editing, dubbing, transferring, routing, and patching of the required audio, communications, and RF portion of a telecast and to operate/perform other related equipment/services necessary to the fulfillment of his/her job responsibilities, including corresponding with the A2. Additionally, the A1 shall have the skills necessary for running and interfacing of multiple building-to-truck, truck-to-truck, and other interconnect cabling and performing fax and transmission checks.

C. **Audio Assistant (A2):** Shall work under the direction of the Producer, Director, Technical Manager, A1, and/or other production or management representatives to provide the audio and communications portion of a telecast. The A2 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 to operate other related equipment necessary for the fulfillment of his/her job

responsibilities. Additionally, the A2 may have the skills necessary for assisting/relieving the A1 as may be required. At least one A2 will be employed for each production. On any production where there are two (2) or more “on camera” positions (e.g., in the announcer’s booth or on or around the ice), at least two (2) A2s shall be employed for that production.

**D. Video Controller (V1) and Assistant Video Controller (V2).** V1 may be referred to as “Senior Video.” V2 may be referred to as “Video.” The V1 and V2 shall work under the direction of the Producer, Director, Technical Manager, and/or other production or management representatives to provide the image portion of a telecast. The V1 will oversee and direct the V2. The V1 and V2 shall have the required skills to execute camera and video cabling, connections, and patching, to maintain images to broadcast standards, and to operate other related equipment necessary to the fulfillment of his/her job responsibilities. Additionally, the V1 and V2 shall have the skills necessary for: running and interfacing of multiple building-to-truck, truck-to-truck, and other interconnect cabling. The V2 shall have the skills necessary for assisting/relieving the V1 as may be required. At least one V1 shall be employed for each production. A single V1 shall paint and/or iris no more than eight (8) cameras including color corrected feeds, provided that clock, scoreboard, and locked POVs shall not be counted among such eight (8) cameras (unless the Video Controller is asked to actively color correct the POVs). On any production where video technicians must paint and/or iris more than eight (8) cameras, an experienced V2 shall be employed for that production. On any production with more than one video technician, the V1 and V2 may share the overall video workload.

**E. Graphics Operator:** Shall work under the direction of the Producer, Director, Technical Manager, Graphics AP/PA, and/or other production or management representatives to provide 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 other related equipment as necessary for the fulfillment of his/her job skills and responsibilities. On any production where the Graphics Operator is employed without assistance from a Graphics AP/PA, the Graphics Operator shall receive an additional fifty-dollars (\$50.00) per shift.

**F. Hard Camera Operator:** Shall work under the direction of the Producer, Director, Technical Manager, Technical Director, and/or other production or management representatives to provide hard studio-type camera operations. The Hard Camera Operator shall have the required skills to cable, assemble, and operate hard studio-type video cameras and assist with cabling and setup of video monitors, lighting, and telestrator. Operators shall have the ability to assist the Video Controllers and truck engineers in troubleshooting and to operate other related equipment necessary for the fulfillment of his/her job responsibilities.

**G. Handheld Camera Operator:** May be referred to as “Mini” and shall work under the direction of the Producer, Director, Technical Manager, and/or other production or management representatives to provide handheld camera operations. The Handheld Camera Operator shall have the required skills to cable, assemble and operate handheld video cameras and assist with cabling and setup of video monitors, lighting, and telestrator. Operators shall have the ability to assist the Video Controllers

and truck engineers in troubleshooting and to operate other related equipment necessary to the fulfillment of his/her job responsibilities. The Handheld Camera Operator also may be called upon to perform ENG functions such as the advance recording of beauty shots, features, highlights, interviews and other material for insertion into live television coverage. Any Camera Operator assigned to perform Handheld Camera Operator duties for more than two (2) hours of their workday shall receive an additional seventy-five dollars (\$75.00) per shift. However, a Camera Operator assigned for any length of time to operate a handheld camera mounted on or connected to a tripod or similar stabilizing device will not be eligible for the aforementioned seventy-five dollar (\$75.00) upgrade.

H. **Robotic Camera Operator:** May be referred to as “Robo” and shall work under the direction of the Producer, Director, Technical Manager, and/or other production or management representatives to provide remote-controlled camera operations. The Robotic Camera Operator shall have the required skill to cable, assemble, balance, operate, and tear down the robotic-style camera crane as well as the ancillary equipment that goes with robotics. The Robotic Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and to operate other related equipment necessary to the fulfillment of his/her job skills and responsibilities. The call-time for Robotic Camera Operators shall be the same as the earliest crewmember’s call-time. 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 from another competent crewmember (e.g. a Utility may provide such assistance).

I. **Video Tape Operators (VTR) and Digital Recording Device Operators (DDR):** Operate capture playback devices and may be referred to as “EVS” operators. The EVS operators shall work under the direction of the Producer, Director, Technical Manager, Tape AP/Tape Producer, and/or other production or management representatives to provide record/playback/slomo operation of one or more capture playback machine(s). The EVS shall have the required skills to record, slomo, and playback recorded elements and to operate other related equipment necessary for the fulfillment of his/her job responsibilities. Additionally, an EVS operator shall have the skills necessary for monitor and router layout; organizing and assembling melts; and editing packages.

J. **Utility:** Shall work under the direction of the Producer, Director, Technical Manager and/or other production or management representatives to assist camera and/or other operations. The Utility shall have the required skills to cable and assist with the operations of all video, audio, and lighting equipment, provide active cable assistance to moving camera operators during all phases of camera operations, assist other crew and truck engineers in troubleshooting, and to perform other related services necessary to the fulfillment of his/her job skills and responsibilities. Additionally, a Utility shall have the required skills for running of multiple building to-truck, truck-to-truck, and other interconnecting cabling and setup of monitors, and telestrator (also including sets and stage materials). A dedicated Utility shall be assigned to each Handheld Camera Operator, except that such dedicated Utility will not be assigned if the handheld camera is at a fixed location, which is not moved or repositioned during the event, or if otherwise not feasible or permitted due to space

constraints and/or rules/requirements of the Xcel Energy Center or the National Hockey League.

K. **Stage Manager:** Shall work under the direction of the Producer, Director, Technical Manager, Associate Director, and/or other production or management representatives to provide management of on-air talent. The Stage Manager shall have the required skills to assist talent and perform other related duties necessary to the fulfillment of his/her job responsibilities.

**SIDELETTER #1**

May 10, 2020

Fran O'Hern  
Broadcast Department Co-Director  
I.A.T.S.E.  
207 W. 25<sup>th</sup> St. 4<sup>th</sup> Floor  
New York, NY 10001

Dear Mr. O'Hern:

This letter agreement relates to negotiations of the parties' 2020 – 2022 collective bargaining agreement (CBA). The Union and the Company discussed operational requirements in connection with bargaining unit work and the hours necessary for such work, including setup, shooting, and strike.

As of the date hereof, it is not the intent of the Company to make substantial changes to its current production model, call times, or work schedules. However, if it becomes necessary to make a substantial, permanent change in any job classification's current hours and call times, the Employer shall give the Union advance notice. Following notice to the Union, the parties shall meet to discuss the contemplated change(s), with it understood that such discussion(s) will not alter, delay, forestall, or otherwise impact the contemplated change(s). It is expressly acknowledged that nothing contained herein will be deemed to modify Article II of the CBA ("Management Rights").

This side letter shall remain in full force and effect during the term of the 2020-2022 CBA.

Please confirm our agreement by signing and dating in the spaces provided below and return a fully-executed copy to me.

Sincerely,  
NBC Sports Network, L.P.

By: \_\_\_\_\_  
Robert Landau  
EVP, Business Operations  
NBC Sports Group

**ACCEPTED AND AGREED** by  
International Alliance of Theatrical  
Stage Employees

By: \_\_\_\_\_  
Fran O'Hern  
Broadcast Department Co-Director

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