

COLLECTIVE BARGAINING AGREEMENT

The following Understanding between Purple Tally Productions, Inc. and signatories attached to this Agreement, hereinafter referred to as the “Employer,” and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, and its Affiliated Local No. 745, Minneapolis/St. Paul, Minnesota, hereinafter referred to as the “Union.”

ARTICLE 1: Binding Effect of Agreement

This Agreement shall be binding upon the Union and upon the Employer, and upon their respective transferees, successors, and assigns.

ARTICLE 2: Recognition, Jurisdiction & Application of Agreement

2.01 The Employer acknowledges and agrees that for the Minneapolis/St. Paul metro area and the State of Minnesota, the Union has demonstrated to the Employer’s satisfaction that it represents a majority of the Employer’s Employees that perform the functions customarily within the jurisdiction of the Union, including by way of illustration but not limitation, the technical production crew members, in the job classifications described below. The Employer hereby recognizes the IATSE as the collective bargaining representative under Section 9(a) of the National Labor Relations Act, of the Employer’s Employees, and the bargaining unit listed in Article One of this Agreement.

2.02 Inclusions: Technical Director (TD), Audio Mixer, Audio Assistant (A2 & A3), Video Controller (V1), Assistant Video Controller (V2), Graphic Operators, Graphic Coordinators, Camera Operators (both stationary and remotely operated), Jib Operators, Capture Playback Operators (CPO), V2/Fiber Optic Technicians, ENG Camera Operators, Utility Technicians & Stage Managers.

2.03 Exclusions: All other persons and categories are excluded, such as employees covered under other collective bargaining agreements, maintenance personnel (e.g., Maintenance Engineers), transportation personnel (e.g., Drivers, Driver - Technicians) clerical personnel (e.g., Messengers, Runners, management/supervisory personnel (e.g., Associate Producers, Unit Managers, Technical Managers), and security personnel.

2.04 This Agreement is intended to cover the employment of the above technicians for all events which end use is; Broadcast, Live-to Tape, Webcast/Streamed (fee-based) events. If the Employer is engaged to crew or produce events other than defined above, the parties shall meet and confer with the designated Union Representative as to the appropriate wages, terms, and conditions for the event(s) 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.

2.05 Whereas the Employer has the need to hire skilled personnel, and whereas Local 745 can supply such skilled personnel to the Employer, the Employer agrees to wages and conditions hereinafter specified in this Collective Bargaining Agreement.

2.06 The Employer and the Union acknowledge that due to rapid changes in the technology of the broadcast entertainment industry, the equipment mentioned in the section is by way of illustration and not intended to limit the employees represented by the Union to the equipment that currently is the state-of-art for the industry.

ARTICLE 3: Union Security

3.01 Within thirty (30) calendar days of initial hire of any employee covered by this Agreement, Employer shall notify IATSE 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. 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 , in aggregate, 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 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.

3.02 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.

3.03 The foregoing obligations are to be interpreted and applied consistent with applicable law. The IATSE shall indemnify and hold harmless against any claims or liability arising from Employer's compliance with any IATSE request to terminate an employee pursuant to Section "3.01" of this Article.

ARTICLE 4: No Sub-Contracting

4.01 The Employer may not subcontract with third parties for the performance of work within the scope of this Agreement, unless the Employer has exhausted the list of qualified Union Freelancers in the market, or in the case of special skills or equipment is needed, the Employer will first check with the Union to determine whether or not these needs can be met. If agreed upon by Employer and Union, the Employer will be allowed to use a third party to supply such special equipment and/or skills necessary.

4.02 Thirty (30) days 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 5: Management Rights

5.01 Subject to the provisions of this agreement and subject to applicable state and federal law, the Employer retains its sole right to manage its business and direct the working force, including, but without being limited to, the right to establish new tasks, abolish or change existing tasks, increase or decrease the number of tasks, change materials, processes, products, equipment and operations.

5.02 The Employer shall have the right to

- ◇ schedule and assign work to be performed;
- ◇ the Employer retains its sole right to manage its business and direct the working force;
- ◇ establish, maintain and enforce reasonable rules and regulations;
- ◇ establish attendance policies and have the right to hire or rehire employees;
- ◇ promote employees;
- ◇ demote and suspend employees; *and*
- ◇ discipline or discharge employees for just cause.

The Employer retains all other rights, unless they are limited by the language of a provision of this Agreement.

ARTICLE 6: Hiring and Hiring Practices

6.01 To the extent that the Employer is in need of qualified persons to perform work covered by this Agreement, it will give first consideration for employment to employees registered to work with the Union. The Employer agrees to hire based on fair and equitable criteria.

6.02 The Employer shall maintain a hire list of experienced personnel.

6.03 Experienced personnel shall staff all events unless training arrangements are made in advance.

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

- 1) Being on referral list in the specific craft;
- 2) Having previously worked for the client in that position without issue; and
- 3) Confirmation that the replacement employee is available and willing to work.

Employee will give notice of replacement to Employer at the earliest reasonable opportunity. If Employer deems the identified replacement to be unsatisfactory, Employer must respond to the employee within forty-eight (48) hours of such notice, or, where notice of replacement is received

after Employer's business hours, Employer shall have until the end of the second business day to respond. On timely response by Employer,

- The original employee will be responsible for the committed shift and may continue to seek a suitable replacement or resolve himself/herself to work the committed shift;
or
- Employer may release original employee from the booking and hire from outside the referral list, in which case such non-referral hire will not count as one of Employers referral list exceptions detailed in section "h" of this Article.
If Employer does not respond to employee within forty-eight (48) hours or the end of the second business day, the identified replacement is considered to be suitable and employee released.

This Article 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.

6.05 The Referral List: The Union will maintain and provide the Employer a Referral List of qualified individuals as well as the positions for which each is qualified. Inclusion of an individual on the Referral List constitutes a representation by the Union that it has examined the experience and qualifications of that individual and has determined that the person is qualified to perform the jobs indicated. The Union will accept to the Referral List all qualified employees of the Employer without discrimination of any kind and regardless of Union membership.

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

6.07 The Employer agrees that bargaining unit work shall only be performed by qualified workers assigned by the appropriate Local Union through its job referral procedure. The Union agrees to furnish workers possessing the necessary skills, tools and capabilities for all calls placed by the Employer. The Employer agrees to notify the Union office of its labor needs at least one week in advance of call times, whenever possible, and the Union agrees to notify the Employer at least forty-eight hours in advance of call times if it will be unable to fill the call.

ARTICLE 7: Job Steward

7.01 The Union shall appoint all Job Stewards. Each call shall have a Job Steward; provided that if the call is for sixty (60) or more persons, the Union shall be entitled to appoint two referrals as Job Stewards.

7.02 The Job Steward shall be responsible to bring to the immediate attention of the Employer's designated representative any complaint or grievance, which may arise on the job. If the complaint or grievance cannot be resolved, the Steward shall be responsible for contacting the appropriate representative of the Union for further handling of the complaint or grievance pursuant to the grievance and arbitration procedures contained in this Agreement.

7.03 Job Stewards will assist in the routine assignment of work crews for each job and shall serve as timekeepers.

7.04 At the discretion of the Employer, the Steward shall receive one-half hour of pay at the prevailing hourly rate before and/or after the shift in order to perform necessary paperwork. If the Steward is required to report to the Employer prior to the job call reporting time, the Employer shall notify the Union of the request on the original labor call. If the one-half hour of pay is not granted, the Employer shall provide the job Steward the necessary time to complete paperwork within the framework of the call.

7.05 The Steward may be discharged for just cause. The Employer will not discriminate against a Steward for fulfilling his duty of Union representation. If the Union considers the discharge as being without just cause, such action by the Employer shall be subject to the grievance and arbitration procedure.

ARTICLE 8: Discipline and Discharge

8.01 The Employer maintains the right to make and modify reasonable work and conduct rules and require their observance.

8.02 Whenever disciplinary action is taken, the Employer agrees to issue a "Notice of Termination" or a "Notice of Discipline" letter to the Union and affected Employee. The Union agrees that the issuance of "Notice of Termination" and/or "Notice of Discipline" letter is a management decision; however, no employee shall be disciplined or discharged without just cause. Before issuance of either letter referred to above, management will offer the employee the right to schedule a meeting. The employee may bring a Union Representative to such meeting.

ARTICLE 9: 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 10: No Strike/No Lockout

10.01 There shall be no strikes or work stoppages during the term of this Agreement. Should an alleged violation of this Article occur, the Union agrees that, upon the Employer's request, it will immediately repudiate such violation orally or in writing and will urge those alleged participants in the improper activity to immediately cease such activity, and will attempt to bring an immediate end to such violation. Employees violating this section shall be subject to discipline or discharge and may be temporarily replaced by the Employer with employees from any labor source.

10.02 The Employer agrees that it will not cause or direct any lockout of the employees covered by this Agreement during the term of this Agreement.

10.03 The Employer shall not require any employee to cross a primary picket line of any labor organization either at a job site or at any establishment that the employee may be sent to in the course of their employment. Refusal to cross a primary picket line shall not be liable in any manner because of such refusal.

ARTICLE 11: Dispute Resolution

11.01 A grievance is defined to be an alleged violation by the Employer of the terms of this Agreement. All grievances shall be processed promptly in accordance with the following procedure:

Step 1: Any person having a grievance may discuss the grievance with the Employer's Manager within ten (10) working days of gaining knowledge of the incident in question. Step 1 will be terminated within ten (10) days of the first grievance discussion or with the supervisor's answer, whichever occurs first. It is understood that this process will be conducted under the following conditions: 1.) The dispute or disagreement shall immediately be removed from the show floor or immediate work area; 2.) The issue shall be discussed in a less visible location in an attempt to resolve the issue; 3.) Verbal and/or physical confrontations will not be tolerated and could result in appropriate discipline. Settlement of a grievance at this level does not set precedent or policy.

Step 2: If the grievance is not settled between the grievant and the Manager, it shall be submitted in writing and discussed in a conference between the Employer and a representative of the Local Union within fifteen (15) days of the conclusion of Step 1. The Employer shall issue a written response to the grievance within ten (10) days of the conference.

Step 3: If the grievance is not settled in Step 2, the grievance may be advanced to a hearing between a designated International Representative of the IATSE and the General Manager or other designee of the Employer. The grievance must be appealed to this level within ten (10) calendar days of receipt of the written reply at Step Two. If resolved at this level, the settlement shall be final and binding upon the parties. If resolved at this level, either party may, within twenty-one (21) calendar days, submit the grievance to arbitration.

11.02 The cost of arbitration shall be borne equally between the Local Union and the Employer. The arbitrator shall not have the right to add to, subtract from or modify any of the terms of this Agreement. All arbitration hearings shall be conducted and subjected to the Rules of the American Arbitration Association.

11.03 The party requesting arbitration shall request from the American Arbitration Association a list of seven (7) names of persons qualified to act as arbitrator. The arbitrators must be members of the National Academy of Arbitrators. The parties shall then alternately strike names and the last name remaining shall have been selected as arbitrator

11.04 Any of the above mentioned time limits may be extended by mutual consent in writing.

ARTICLE 12: Work Rules and Conditions

12.01 Wages: The minimum wage rates, and wage increases, shall be as outlined in “APPENDIX A.”

12.02 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 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”).

12.03 10 Hour Minimum Call: All employees shall be guaranteed at least ten hours of paid work.

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

12.05 Overtime Pay: Overtime pay shall be defined as one and one half times an employee’s regular straight time rate. Overtime pay shall be paid for:

- (a) All hours in excess of ten hours between the hours of 6:00am and 12:00 midnight;
- (b) All hours in excess of forty hours in a work week.

12.06 A Premium Overtime Rate shall be defined as two times (2X) an employee’s regular straight time rate. The Premium Overtime Rate shall be paid for:

- (a) All hours between 12:00 midnight and 6:00am.
- (b) All hours in excess of 12 hours in a work day;
- (c) All work/travel done on the following legal holidays: New Year’s Day, Martin Luther King Day, Veteran’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year’s Eve Day.

12.07 There shall be no pyramiding of overtime or premium rates for purposes of overtime calculations. The Employer shall not replace an employee on the job in order to avoid the payment of overtime or premium rates. Shift work may be permitted when mutually agreed between the Employer and the Union in advance of the call.

12.08 If an employee is asked to work in a higher job classification, he/she shall remain at the higher pay rate for all hours worked until he receives a ten (10) hour rest period. The rest period only applies when an employee is being called back on the same event.

12.09 Meals: A meal break must be granted every five (5) hours. This break may be scheduled as close to the middle of the work day as possible. The meal break shall be one (1) hour off the clock. If a balanced, hot meal is provided at no charge to the employee, a one-half (1/2) hour meal

break will be agreed to, upon the approval of the Steward.

- (a) If more than five (5) hours elapse before a break is granted, the employee effected shall be paid a meal penalty of time and one-half (1/2) the prevailing hourly rate.
- (b) If a second meal penalty occurs under these same criteria during the same workday, the second meal penalty shall be paid at the Premium Overtime Rate.

12.10 Rest Periods: All Technicians shall be granted at least two (2) ten (10) minute breaks, plus a meal break during a 10 (ten) hour shift. The Employer will not unreasonably deny a relief break when necessary.

Employees shall be given ten (10) continuous hours off between the time of dismissal and reporting for the next day's work. This rule shall apply to employees traveling from one assignment to another, unless early travel is at the employee's request and later arrangements are available. If less than ten (10) hours in between calls are given, the employee and the Employer shall mutually agree to one of the following remedies:

- (a) Premium pay shall be paid for all hours invading the ten (10) hour rest break.
- (b) The Employer shall provide nearby housing.
- (c) Provide transportation to or from home, the event, or the airport.
- (d) Provide and adjusted call time. The adjusted call time will also count as the employee's "in time" for the day.

12.11 Employees that must travel after working hours shall be given adequate time and appropriate facilities to clean up before traveling whenever practical to do so.

12.12 Outdoor events: Extra rest periods and relief personnel will be discussed and agreed upon by the Employer and the Union during the planning of any outdoor event.

12.13 Cancelled Calls: If the Employer cancels an assignment of a previously booked employee the Employee shall be compensated one half (.5) of his/her day rate for less than seventy-two (72) hours' notice, and a full day rate for less than forty-eight (48) hours' notice.

- (a) 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.
- (b) 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.

12.14 Parking: Secure, free parking will be arranged by the Employer for all events. In the event that no such arrangements are possible, employees' actual parking costs will be reimbursed by Employer with a maximum daily amount of Forty dollars (\$40.00) per employee. Reimbursement checks will be due no later than 30 calendar days from the date the request is received by the Employer.

ARTICLE 13: Payment of Wages

13.01 The Employer shall deduct the appropriate FICA and Federal Income Tax from each check, as well as make the appropriate contributions and payments required of a responsible Employer.

13.02 The Employer will provide Workman's Compensation coverage and will show proof of such as required by Minnesota State law.

13.03 The Employer will provide proof of Liability coverage to meet all requirements of all public and private facility properties within the jurisdiction.

13.04 Payroll will be run on a bi-weekly schedule. The Employer shall make every best effort to accommodate payroll for all employees on a regular basis.

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

13.06 Work assessment fees (Union Dues) as determined by the Union (currently 1%) will be deducted from each employee's gross wages and forwarded to the Local Union office no later than one month following employment.

13.07 Employer Benefit 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 fifteenth (15th) of every month, in respect to all employment to all employment during preceding month on which contributions were payable.

In conjunction with each such payment, Employer shall submit a remittance report to Local 745 showing the names of the Employees for whom Fund Contributions are being made, the Fund Contribution totals for the applicable period, and the Employees' Social Security numbers (SS#s provided only as needed to confirm Employer's information aligns with relative Employee's IATSE National Benefit Fund Accounts).

ARTICLE 14: Job Classifications

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

14.02 Audio A-1: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing the audio and communications portion of a telecast. The Audio A1 shall have the required skills to program and operate the

required audio board and other equipment related to mixing, editing, dubbing, transferring, routing, and patching of the required audio, communications, and RF portion of a telecast and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills/responsibilities. Additional skills include, but are not limited to: running and interfacing of multiple building-to-truck, truck-to-truck, and other interconnect cabling and performing fax and transmission checks.

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

Audio:

- ◇ On a show where there are two (2) or more “on camera” positions used back to back during a single production, the company shall engage at least two Assistant Audio Technicians.
- ◇ At least two audio assistants shall be employed on productions utilizing RF equipment.
- ◇ Audio Assistants shall not be asked to perform the duties of the stage manager, or operate cameras.
- ◇ At least one (1) Audio A2 will be employed for each production.

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

Video:

- ◇ A single Video Controller can paint and/or iris no more than six 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 6 cameras a second experienced Video Controller is required.
- ◇ Where a second Video Controller is engaged, he/she shall be assumed to share the overall video workload.

14.05 V2/Fiber Optic Technician: Shall work under the direction of the Producer, Director, Engineer in Charge and/or Crew Chief to implement his/her instructions for providing the image portion of a telecast. The V2/Fiber Tech shall have the required skills to execute camera and video cabling, connections, and patching, to maintain images to broadcast standards, and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include, but are not limited to providing fiber optic maintenance, testing, cleaning and a limited amount of on-site repair. A fiber optic technician

shall have the required skills to setup and troubleshoot fiber optic cables and interconnecting panels.

Video Fiber:

A single V2/Fiber Tech can paint and/or iris no more than four 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.

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

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

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

14.08 Handheld Camera Operator: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing handheld camera operations. The Handheld Camera Operator shall have the required skills to cable, assemble and operate handheld video cameras and assist with cabling and setup of video monitors. Operators shall have the ability to assist the video controllers and truck engineers in troubleshooting and to operate/performance other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include, but are not limited to: running of multiple building-to-truck, truck-to-truck, and other interconnect cabling.

14.09 Robotic Camera Operator: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing remote-controlled camera operations. The Robotic Camera Operator shall have the required skill to cable, assemble, balance, operate, and tear down the robotic-style camera crane as well as the ancillary equipment that goes with robotics. The Robotic Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and to operate/performance other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities.

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

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

Camera:

- ◇ Any employee not engaged as a Camera Operator will receive additional compensation of twenty-five dollars (\$25.00) for operating “Booth” cameras for twenty (20) minutes or less.
- ◇ Any Camera Operator performing ENG duties shall receive an additional one hundred-fifty dollars (\$150.00) per shift.

14.11 Capture Playback Operator 2 (RO/CPO2): Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or Crew Chief and/or Tape AD/Tape Producer to implement his/her instructions for providing record/playback/slo-mo operation of one or more videotape machine(s). The CPO2 shall have the required skills to record, slo-mo, and playback recorded elements and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include, but are not limited to: monitor and router layout and organizing and assembling melts.

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

Capture Playback:

- ◇ Operators shall not be assigned to run more than two slow motion machines at one time.
- ◇ Operators shall receive a fifty dollar (\$50.00) fee for operation of an X-mo or other/similar super-slow motion controller.
- ◇ Multi-channel machines: If more than four (4) playback channels are utilized, a minimum of three (3) operators shall be employed. A CPO3 will not be responsible for more than four (4) production-controlled channels during a show.
- ◇ A 6-channel machine operator will be paid at the CPO1 regular rate of pay.

14.13 Utility: Shall work under the direction of the Producer, Director, Engineer-in-Charge, and/or others to implement his/her instructions for assisting camera and/or other operations. The Utility shall have the required skills to cable and assist with the operations of all video, audio, and lighting equipment, provide active cable assistance to moving camera operators during all phases

of camera operations, assist other crew and truck engineers in troubleshooting, and to perform other related services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include, but are not limited to: running of multiple building to-truck, truck-to-truck, and other interconnecting cabling and setup of monitors, radar/speed gun, and telestrator (also including sets and stage materials).

Utility:

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

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

Late call:

If a late call individual's (Score Box Operator or Stage Manager) call in time is adjusted to earlier than three (3) hours before the game/event start time, prior arrangements will be made with that employee.

14.15 ENG/EFP Grip: Shall work under the direction of the ENG/EFP Photographer, Producer, Director, Engineer-in-Charge, and/or Crew Chief to implement his/her instructions for providing assistance to an ENG/EFP recording. The ENG/EFP Grip shall have the required skills to cable and assist operations of all video, audio, and lighting equipment related to an ENG/EFP recording and/or the fulfillment of his/her job skills/responsibilities.

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

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

ARTICLE 15: Health and Welfare

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

- ◇ From April 1, 2018 to March 31, 2019: \$7.25 per hour
- ◇ From April 1, 2019 to March 31, 2020: \$7.50 per hour
- ◇ From April 1, 2020 to March 31, 2021: \$7.75 per hour

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

- ◇ From April 1, 2018 to March 31, 2019: 4.25%
- ◇ From April 1, 2019 to March 31, 2020: 4.50%
- ◇ From April 1, 2020 to March 31, 2021: 4.75%

15.03 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 fifteenth (15th) day of each month following the end of the month in which the covered services were performed.

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

- ◇ From April 1, 2018 to March 31, 2019: \$11.00/Day
- ◇ From April 1, 2019 to March 31, 2020: \$12.00/Day
- ◇ From April 1, 2020 to March 31, 2021: \$13.00/Day

15.05 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 on 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, their dates of employment, shifts of employment by them as well as the amount of contributions paid for them.

ARTICLE 16: 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 17: Entire Agreement

This Agreement is intended to cover all matters affecting wages, hours and other terms and conditions of employment and all similar or related subjects. During the term of this Agreement neither the Employer nor the Union will be required to negotiate any further matters affecting these or any other subjects not specifically set forth in this Agreement, whether or not such subjects were discussed or were within contemplation of either or both parties at the time they negotiated this Agreement. There are no understandings or agreements which are not set forth in this Agreement, and any future understandings or agreements are valid and enforceable only if reduced to writing and signed by authorized representatives of the parties.

[Remainder of page intentionally left blank]

ARTICLE 18: Term of Agreement

This Agreement shall be effective as of April 1, 2018 and shall continue through March 31, 2021. 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.

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

PURPLE TALLY
PRODUCTIONS, INC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

I.A.T.S.E LOCAL 745

By: _____

Its: _____

Date: _____

APPENDIX “A” WAGE TABLE

Hourly Rates			
Craft	4/1/18 - 3/31/19	4/1/19 - 3/31/20	4/1/20 - 3/31/21
Technical Director	\$76.51	\$78.04	\$79.60
Video Operator - V1	\$76.51	\$78.04	\$79.60
Audio A-1	\$76.51	\$78.04	\$79.60
CPO1 - Lead EVS	\$76.51	\$78.04	\$79.60
V2/Fiber Optic Technician	\$71.41	\$72.84	\$74.29
Graphics Operator	\$76.51	\$78.04	\$79.60
Graphics Coordinator	\$40.80	\$41.62	\$42.45
Robotic Camera Operator	\$71.41	\$72.84	\$74.29
Handheld Camera Operator	\$66.31	\$67.63	\$68.99
Camera Operator	\$61.21	\$62.43	\$63.68
Audio A-2	\$61.21	\$62.43	\$63.68
RF / Comms Tech A-2	\$66.31	\$67.63	\$68.99
CPO2/RO	\$61.21	\$62.43	\$63.68
Stage Manager	\$40.80	\$41.62	\$42.45
Utility	\$35.70	\$36.42	\$37.15
Jib / SteadiCam Operator	\$76.51	\$78.04	\$79.60

Contract Year 1, April 1 2018 >> March 31st, 2019, rates negotiated 3-10-18.

Contract Year 2, April 1 2019 >> March 31st, 2020, rates represent 2% raise.

Contract Year 3, April 1 2020 >> March 31st, 2021, rates represent 2% raise.