

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PROGRAM PRODUCTIONS, INC.

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, TELEVISION BROADCAST AND STUDIO
EMPLOYEES**

AND

**ITS LOCAL 745
(Minnesota)**

July 1, 2019 – June 30, 2022

Program Productions, Inc. – IATSE Local 745 Agreement

This Agreement, including Appendix A and Side Letters 1 through 5, attached hereto, is made and entered into on July 1, 2019, by and between Program Productions, Inc. ("PPI," "Employer," or "Company") and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO, CLC and its Local 745 ("IATSE" or "Union") as follows:

ARTICLE I: Recognition, Jurisdiction, and Application of Agreement

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

b. Inclusions: Technical Director (TD), Audio Mixer (A1), Audio Assistant (A2), Video Controller (V1), Graphic Operators, Graphic Coordinators, Camera Operators (stationary, mobile, and remotely operated), Capture/Playback Operators (CPO), Score Box Operators, Utility Technicians, Stage Managers, Statistical personnel (e.g. Statisticians), and others in similar technical positions engaged by Employer.

c. Exclusions: All other persons and categories are excluded, such as Employees covered under other collective bargaining agreements, maintenance personnel (e.g., Maintenance Engineers), transportation personnel (e.g., Drivers, Driver - Technicians) clerical personnel (e.g., Employer's managers and supervisors), runners, messengers, management/supervisory personnel (e.g., Associate Producers, Unit Managers, Technical Managers), and security personnel.

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

e. Listing of the above classifications is not intended to create individual or collective exclusive jurisdictions, staffing requirements or manning requirements. The Union recognizes that Employer's business is client driven, and that Employer, in either its sole discretion or upon instruction from its client, will decide the nature and extent of such staffing in accordance with this Agreement. 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.

ARTICLE II: Union Security

a. Within thirty (30) calendar days of initial hire of any Employee covered by this Agreement,

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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 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 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. Union will afford Employer reasonable opportunity to replace delinquent Employees which had been scheduled for future work under this Agreement prior to Employer's receiving such written notice of delinquency.

b. 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. Such authorizations and withdrawals of authorization will be effective as soon as reasonably practical but, in any event, no later than twenty-one (21) days after Employer's receipt of same. 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.

c. The foregoing obligations are to be interpreted and applied consistent with applicable law. The IATSE shall regardless indemnify and hold harmless against any claims or liability arising from Employer's compliance with Article II. a. or b., *immediately above*.

ARTICLE III: No 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 freelancers are available in the market, or that special skills or equipment is needed and cannot be supplied by the Union.

b. Employer shall inform the Union of any 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 changes and afford the Union opportunity to discuss the situation and/or propose a possible solution prior to implementation.

c. The requirements of Sections a. and b. of this Article are not applicable to changes 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

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employment, except as such right is expressly limited by specific provisions of this Agreement. The exercise of these management rights is vested exclusively with the Employer. All matters not specifically and expressly controlled by language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer from time to time may determine.

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

- To hire, suspend, transfer, promote, demote and discipline Employees and to maintain and improve their discipline and efficiency;
- To lay-off, terminate, or otherwise relieve Employees from duty;
- To eliminate, change or consolidate jobs;
- To install new jobs;
- To direct the methods and process of doing work and to introduce new and improved work methods or equipment;
- To determine the location where work is to be performed;
- To determine the starting and quitting times, the time for lunch and rest breaks, the number of hours to be worked;
- To make and modify rules and regulations that the Employer deems necessary for the conduct of its business and to require their observance;
- To cease any and all operations or services performed; *and*
- To require adherence to Company's policies as contained in the Program Productions Field Employee Handbook.

ARTICLE V: Hiring and Hiring Practices

a. The Referral List:

The Union will maintain and provide the Employer a Referral List of qualified individuals as well as the positions for which each is qualified. Inclusion of an individual on the Referral List constitutes a representation by the Union that it has examined the experience and qualifications of that individual and has determined that the person is qualified to perform the jobs indicated. The Union will accept to the Referral List all qualified Employees of the Employer without discrimination of any kind and regardless of Union membership. The IATSE Local 745 Referral List shall typically be sent monthly, but no less than quarterly, to Employer at unionlist@programproductions.com. If an individual has been engaged by Employer prior to receipt of an updated Referral List and is subsequently determined to be ineligible for Referral, Union will afford Employer reasonable opportunity to replace such individual.

b. Preference of Employment:

To the extent that the Employer is in need of qualified persons to perform work covered by this Agreement, it will give preference of employment to persons currently referred for work by the Union, *via* its Referral List, so long as qualified individuals, as determined by the Employer, are available. Employer will thereafter hire based on fair and equitable criteria. The Union agrees that the Employer is not obligated to recognize seniority when hiring from the Referral List.

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c. The Hire List:

The Employer shall maintain its own Hire List of experienced personnel based on fair and equitable criteria applied uniformly to each person on the Referral List.

d. The Employer and the Union agree that qualified, experienced personnel as determined by the Employer, shall staff all positions unless training arrangements have been made in advance.

e. 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.

f. Employee Cancellations:

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

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

Employee will give notice of the intended cancellation and proposed replacement technician to Employer at the earliest reasonable opportunity. If the 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 Employer’s timely response to Union of unsatisfactory replacement,

- 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 (1) of the 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 is released.

This Article shall not apply to cancellations due to medical or other emergencies; however, the Employee shall advise the Employer as soon as reasonably practical of such emergency. 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.

Employees subject to this Agreement hereby agree that they will not accept bookings for which they have or are aware of a previous scheduling conflict. If the Employer agrees to accept responsibility for a substitution, no further action is needed on behalf of the Employee.

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g. Irregularities and Exceptions:

The Employer may hire any person for one (1) workday outside of the Referral List, and such person may thereafter be referred to the Union for inclusion on the Referral List if their performance was deemed to be acceptable by the Employer. The Employer may hire anyone at any time even if not on the Referral List, but such hires are limited to an aggregate of ten (10) days of hire per year. The aggregate ten (10) days of hire per year shall not include members of another IATSE Broadcast Local properly traveled to work under this Agreement from another market or Employees hired after exhaustion of suitable and available technicians on the Referral List.

h. On written request of either party, the parties shall meet to discuss any crewing concerns that may arise. Such a meeting should typically include a designated representative of the IATSE, whether its local or International, a Company representative with crewing authority, and any other Employer representative(s) as may be deemed necessary. The meeting(s) pursuant to this Section (h.) shall be scheduled within twenty (20) days of being requested and may be conducted in-person or telephonically.

ARTICLE VI: Discipline and Discharge

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

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

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

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

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

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

e. Notwithstanding the provisions of this Article (VI), Employer may, at its sole but reasonable

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

ARTICLE VII: No Discrimination

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

ARTICLE VIII: No Strike, No Lock Out

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

ARTICLE IX: Stewards

The Union may appoint one steward for each production. No steward shall be subject to penalty, discipline, layoff, or discharge for any act in the performance of their duties as steward and acting by the authority of the Union, provided they are not acting in violation of this Agreement and continue to perform their job responsibilities in a manner acceptable to Employer.

ARTICLE X: Access

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

ARTICLE XI: Grievance and Arbitration

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

a. In the event that the IATSE or the Employer contends that the other party has violated a provision of this Agreement, the following procedures shall be applicable:

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1. Within fourteen (14) days of the time the Employee, Employer or the Union knew (or reasonably should have known) of the event giving rise to the grievance, the appropriate party must give written notice to the other party of the claim, indicating specifically that a grievance is alleged and identifying the clause(s) within the Agreement so alleged to be in violation and some detail/circumstance of the purported violation. Where initiated by the Employer, such written notice shall be given to the Director of Broadcast for the IATSE and the Local 745 Business Agent.
 2. A representative of the IATSE and a designated representative of the Employer shall, within fourteen (14) 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-one (21) days after the written notice given pursuant to paragraph (1) above, or within fourteen (14) days after the meeting referred to in paragraph (2) above, then such controversy or dispute may be submitted to the American Arbitration Association (“AAA”) or the Federal Mediation and Conciliation Service (“FMCS”) for arbitration pursuant to the labor arbitration rules then in effect. The demand for arbitration must be made in writing, no later than forty (40) days after written notice referred to in paragraph (1) above. Each party shall bear half the cost of the arbitrator’s fees and expenses.
 4. The parties 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 arbitration service by alternate striking of names with the Union going first.
- 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 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.
- e.** The decision of the arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.
- f. Jurisdictional Disputes:** The Company and the Union recognize that one or more unions (competing unions) with other collective bargaining agreements with the Company (“Competing CBA’s”) may now or in the future claim a jurisdictional dispute concerning the

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

1. Notice and deadline provisions specific to Multiple Party Arbitration of jurisdictional disputes and as follows:
 - i. The party asserting a jurisdictional dispute must provide written notice of same to the other party and competing union(s) within fourteen (14) days after such party knew or reasonably should have known of the jurisdictional dispute and thereby request a meeting to be conducted within fourteen (14) days thereafter, with the other party and competing union(s) to discuss possible resolution.
 - ii. If a resolution cannot be reached after the initial meeting, the Union, the Company, or the competing union(s) may submit the jurisdictional dispute to the FMCS or AAA within fourteen (14) days, the results of which shall be final and binding on the Company, the Union, and any competing unions
2. In the event of a jurisdictional dispute in which the Competing CBA does not contain substantially similar provisions for Multiple Party Arbitration of jurisdictional disputes as set forth herein, the Company and the Union will attempt to meet and confer with the competing union(s) regarding notice, deadline(s), and other procedures necessary to resolve the jurisdictional dispute through Multiple Party Arbitration. If the parties are unable to reach such agreement, the Company and the Union agree to submit the jurisdictional dispute to arbitration pursuant to the arbitration provisions contained in this Agreement, with the intent that the jurisdictional dispute be resolved in a single Multiple Party Arbitration proceeding involving the Union, the Company, and the competing union(s), the results of which shall be final and binding on the Company, the Union, and any competing union(s).
3. Specific to this Section (f.) Jurisdictional Disputes, in the event of picketing or threat of picketing by one or more of the competing unions in a jurisdictional dispute, and only insofar as all unions involved such dispute have agreed to this provision, as detailed in this Section or under comparative and substantially similar language in other relevant agreements, Employer reserves the right to submit the dispute to the NLRB for resolution.

g. 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".

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b. Work Day:

A regular work day shall be computed by totaling the number of hours between the time an Employee reports to work (but no earlier than the report time [“Call Time”] specified by the Employer) and the time the Employee is dismissed by the management representative on site at the end of such work day, including meal periods. To the extent possible, Employer shall provide Employee forty-eight (48) hours’ notice of their report to work time Call Time.

c. 10-Hour Minimum Call:

All Employees shall be guaranteed at least ten (10) hours of paid work. However, if without authorization of on-site client or Employer management representative, an Employee arrives at the worksite after his/her Call Time or leaves the worksite prior to completion of the event and dismissal, the 10-Hour Minimum Call rate may be reduced to reflect Employee’s actual time present at the worksite.

d. Work Week:

The workweek shall be 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.

e. Overtime:

1. For the period up to and including December 31, 2019, the Straight-time Rate shall be calculated by dividing the Daily Rate in Appendix A by eleven (11) pay hours, and:
 - A. Employees 10-Hour Minimum Call shall consist of eight (8) hours at the Straight-time Rate and two (2) hours at one-half (1½) times his/her Straight-time Rate. For any actual hours or fractions thereof worked in excess of ten (10) hours up to and through thirteen (13) elapsed hours (including meal periods) and/or any hours worked in excess of forty (40) straight time hours in any one (1) workweek, Employees shall be compensated at one point six five (1.65) times his/her Straight-time Rate (hereinafter the “Overtime Rate”)
 - B. Employees shall receive two point two (2.2) times his/her Straight-time Rate (hereinafter the “Double-Time Rate”) for all actual hours or fractions thereof in excess of thirteen (13) elapsed hours from their "in time" on any workday.
2. Effective January 1, 2020, the Straight-time Rate shall be calculated by dividing the Daily Rate in Appendix A by ten and one-half (10.5) pay hours, and:
 - A. Employees 10-Hour Minimum Call shall consist of nine (9) hours at the Straight-time Rate (including a one (1) hour paid lunch) and one (1) hour at one-half (1½) times his/her Straight-time Rate. For any actual hours or fractions thereof worked in excess of ten (10) hours up to and through thirteen (13) elapsed hours (including meal periods) and/or any hours worked in excess of forty (40) straight time hours in any one (1) workweek, Employees shall be compensated at one and one-half (1.5) times his/her Straight-time Rate (hereinafter the “Overtime Rate”)
 - B. Employees shall receive two (2) times his/her Straight-time Rate (hereinafter the “Double-Time Rate”) for all actual hours or fractions thereof in excess of thirteen (13) elapsed hours from their "in time" on any workday.

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f. Pyramiding:

It is specifically understood that there shall be no pyramiding of over-time pay made under any of the provision of this agreement. Any payment categorized/described as a “Penalty” due under this Agreement shall not be considered “Pyramiding.”

g. Double Headers / Multiple Events:

1. Traditional Double Header

- i. For the period up to and including December 31, 2019, Employees working a regular Double Header will receive a Fourteen (14) Hour Minimum Call consisting of ten (10) straight-time hours and four overtime hours in accordance with Section XII.e.1. – Overtime, *above*, resulting in seventeen point one five (17.15) pay hours [ten (10) straight time hours + three (3) hours at 1.65x + one (1) hour at 2.2x]. Any work time after fourteen hours elapse shall continue to be paid the Double-Time Rate (2.2x).
- ii. Effective January 1, 2020, Employees working a regular Double Header will receive a Fourteen (14) Hour Minimum Call consisting of nine (9) straight-time hours and five (5) overtime hours in accordance with Section XII.e.2. – Overtime, *above*, and resulting seventeen (17) pay hours [nine (9) straight time hours + four (4) hours at 1.5x + one and one (1) hour at 2x]. Any work time after fourteen hours elapse shall continue to be paid the Double-Time Rate (2x).

2. Employees subject to “short call” or late call (e.g. Statistician, Stage Manager, and Score Box / GFX 2) shall receive overtime in accordance with Section XII.e. – Overtime only for actual hours worked or fractions thereof in excess of ten (10) hours.
3. A “day-night double header” is defined as an event where the arena is cleared of patrons between games and a separate ticket is required for the second event. Employees working day-night double headers shall be paid two (2) 10-hour minimum calls.
4. Employees who are engaged for two (2) separate events in the same day (e.g., baseball then hockey) shall be paid as two (2) 10-hour minimum calls. The overtime provisions after ten (10) hours in one workday do not apply until after ten (10) hours have been worked.
5. Employees will be notified at least one (1) week in advance regarding the existence of multiple events in a single day and be given the option to decline without retribution.
6. Match Play and Tournament Events shall be treated/paid as a traditional Double Header under Section g.1., *above*, but Union will consider revised format / minimum calls on a case-by-case basis on written request of Employer

h. Meal Periods:

1. All meal periods shall be compensated and will be one (1) hour in length. The meal period shall be scheduled as near to the midpoint in the workday 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.
2. In the event a crewmember misses a meal break due to work, they will be compensated an additional hour at – for the period from July 1, 2019 to December 31, 2019: one

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point six five (1.65) times; and effective January 1, 2020: one and one-half (1.5) times their Straight-time Rate of pay. however, such additional hour shall not be considered actual work for the purpose(s) of triggering/calculating overtime pay detailed in Section XII.e.1., *above*.

i. Rest Periods:

1. All technicians shall be granted at least two ten (10) minute breaks plus a meal break during a ten-hour shift. The Employer will not unreasonably deny a relief breaks when necessary.
2. Employees shall be given ten (10) continuous hours off between the time of dismissal and reporting for the next day's work for the same rights holder / client. This rule shall apply to Employees traveling from one assignment to another, unless early travel is at the Employee's request and later arrangements are available. If less than ten (10) hours in between calls are given, the Employer shall provide one of the following remedies:
 - i. A premium of one and one-half (1½) times the Employee's Straight-time Rate shall be paid for hours invading the ten (10) hour rest break.
 - ii. 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 hours shall be given adequate time and appropriate facilities to clean up before traveling whenever practical to do so.

j. Cancelled Calls:

1. If the Employer cancels an assignment of a previously booked Employee the Employee shall be compensated one half (.5) of their day rate for less than seventy-two (72) hours' notice, and a full day rate for less than forty-eight (48) hours' notice. If the Employer offers (or finds a third party to offer) the Employee another job during that same time period, no additional fee shall be due as long as the job compensation and circumstances relating to that job are substantially equal to the cancelled call.
2. In the event that operations are temporarily curtailed in whole or part, neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, strikes, wars, riots, or events which frustrate the purpose of broadcast or make it impossible to continue operations. Cancellations of subsequent rounds in league playoffs are not compensable; however, Employer shall be liable for games/matches in a given round of playoffs (e.g. games 6 & 7 in a series that wrapped after game 5).

k. Parking:

Employees' actual parking costs shall be reimbursed by Employer up to twenty dollars \$20.00 per event. Employees shall notify Employer of parking expense within forty-eight (48) hours of the end of the event or, in the case of baseball, the series/homestand. Actual receipts for the expense must be submitted to the Employer within two (2) weeks from the conclusion of the event. Notification of expense incurred and receipt itself may be submitted by electronic means.

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ARTICLE XIII: 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 Years' Day, and Memorial Day. Additionally, Christmas and New Years' holiday shall start on 6:00 p.m. the day preceding the holiday and end on midnight at the end of the actual holiday.
- b.** If an Employee is engaged to work or travel on any of the Holidays listed above, the Employee will be compensated at the rate of one and one-half (1.5) times their applicable Appendix A Daily Rate and two (2) times their Straight-time Hourly Rate for all hours worked in excess of the 10-Hour Minimum Call.

ARTICLE XIV: Payment of Wages

- a.** Employer shall maintain a regular payroll period. Employee's checks are issued and mailed, or in the case of direct deposit, deposited on the third (3rd) Friday following their work week.
- b.** The Company shall provide each Employee a breakdown of all monies and benefits paid and any amounts deducted in the previous (each) Pay Period *via* Program Production's website, web portal, or "App."
- c.** At no time shall the duties of any Employee covered by this Agreement include the handling of Company cash.

ARTICLE XV: Job Classifications

Staffing minimums in this Article XV presume Employer is engaged by its client as the principal/primary crewer for events subject to this Agreement. If Employer is engaged to fill supplemental/additional crew positions for another principal/primary crewer, it will provide notice of same to the local's Business Agent. Bargaining unit personnel shall, regardless, not be responsible for crowd management/control.

- a. Technical Directors (TD):** Shall work under the direction of the Producer, Director, and/or Employer Representative to implement their 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 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.
- b. Audio Mixers (A1):** Shall work under the direction of the Producer, Director, and/or Employer Representative to implement their 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 their job skills/responsibilities. Additional skills include, but are not limited to: running and

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interfacing of multiple building-to-truck, truck-to-truck, and other interconnect cabling and performing fax and transmission checks.

c. Audio Assistants (A2): Shall work under the direction of the Producer, Director, and/or Employer Representative to implement their 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 their job skills/responsibilities. Additional skills include, but are not limited to: assisting/relieving the A1 with their 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 (e.g. interviews or commentary using headsets, shotgun mics, stick mics, etc.), the company shall engage at least two Assistant Audio Technicians.
- At least two (2) audio assistants shall be employed on productions utilizing RF equipment.
- Audio Assistants shall not be asked to perform the duties of the Stage Manager, or operate cameras.
- For dual feeds there will be a separate audio crew.
- At least one (1) Audio A2 will be employed for each production.

d. Video Controllers (V1): Shall work under the direction of the Producer, Director, and/or Employer Representative to implement their 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 their 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.

e. Assistant Video Controller (V2): Shall work under the direction of the Video Controller (V1), Producer, Director, and/or Employer Representative to implement their instructions for providing the image portion of a telecast. The Assistant Video Controller (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 interconnected cabling.

Video:

- A single Video Controller can paint and/or iris no more than nine (9) cameras including color corrected feeds. Clock, scoreboard, and locked off POVS are not included unless the video controller is asked to actively color correct the POVS. After nine (9) cameras a second experienced video controller is required.
- In the event of a dual feed there shall be a second Video Controller engaged.
- Where a second Video Controller is engaged, they shall be assumed to share the overall video workload.

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f. Graphics Operator: Shall work under the direction of the Producer, Director, and/or Employer Representative 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.

Graphics:

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

g. Graphics Coordinator: Shall work under the direction of the Producer, Director, and/or Employer Representative 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 to operate/performance other related equipment/services necessary to the fulfillment of their job skills and responsibilities.

h. Hard Camera Operator: Shall work under the direction of the Producer, Director, and/or Employer Representative 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 and assist with cabling and setup of video monitors, lighting, telestrator, and radar/speed gun. Operators shall have the ability to assist the Video Controllers and truck engineers in troubleshooting and to operate perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities. Additional skills include, but are not limited to: running of multiple building-to-truck, truck-to-truck, and interconnect cabling.

i. Handheld Camera Operator: Shall work under the direction of the Producer, Director, and/or Employer Representative 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 and assist with cabling and setup of video monitors, lighting, telestrator, and radar/speed gun. Operators shall have the ability to assist the Video Controllers and truck engineers in troubleshooting and to operate/performance other related equipment/services necessary to the fulfillment of 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.

j. Robotic Camera Operator: Shall work under the direction of the Producer, Director, and/or Employer Representative to implement their 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 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. If a handheld camera is

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operated in a studio configuration, it shall be paid at the Hard Camera rate. Studio configuration is generally defined as a camera set up with a remote zoom control, remote focus control, and a remote (non-ocular style) viewfinder.

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

l. Stabilized Camera Operator: Shall work under the direction of the Producer, Director, and/or Employer Representative to implement their instructions for providing remote-controlled camera operations. The Stabilizing Camera Operator shall have the required skill to cable, assemble, balance, operate, and tear down the camera as well as the ancillary equipment that goes with the Stabilizing Camera. The Stabilizing Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and to operate/perform other related equipment/services necessary to the fulfillment of 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.

Camera:

- Robotic Camera Operators shall receive the same Call Time as the earliest Camera Operator for the event. Robotic Operators shall not be required to operate more than two (2) cameras at any one time or set up more than one system without assistance (for example; a utility to provide assistance).
- 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 seventy-five dollars (\$75.00) per shift (limited to one \$75.00 fee per show).

m. Capture Playback Operator 3 (RO/CPO3): Shall work under the direction of the Producer, Director, and/or Employer Representative and/or Tape AD/Tape Producer to implement their instructions for providing record/playback/slomo operation of a Videotape machine or Replay Only device. The CPO3 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.

n. Capture Playback Operator 2 (CPO2): Shall work under the direction of the Director, Producer, and/or Employer Representative to implement their instructions for providing record/playback/slomo operation of videotape machine(s) or digital recording device. The CPO2 shall have the required skills to record, slomo, perform simple editing functions for rollouts and bumpers only, 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 layout and organizing and assembling melts.

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o. Capture Playback Operator 1 (Lead EVS/CPO1): Shall work under the direction of the Producer, Director, and/or Employer Representative and/or Tape AD/Tape Producer to implement their instructions for providing record/playback/slomo operation and playlist execution of a multi-channel video recording device. The CPO1 shall have the required skills to record, edit (assembly of various elements), slomo, playback, construct, and execute elements/playlists and to operate/perform other related equipment/services necessary to the fulfillment of their 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 (2) slow motion machines at one (1) time.
- Multi-channel machines: If more than four (4) sources are utilized, a minimum of three (3) operators shall be employed. A CPO3 will not be responsible for more than four (4) production-controlled sources during a show. A 6-channel machine operator will be paid at the CPO1 regular rate of pay.

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

If the Employer utilizes a score box during the production, it must employ an Operator unless the score box is used to only display a logo and/or automated data (e.g. time or score).

q. Utility: Shall work under the direction of the Producer, Director, Employer Representative, and/or others to implement their instructions for assisting camera and/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 their 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 substantially move during the event.

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

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

s. Statistician: Shall work under the direction of the Producer, Director, Graphics Coordinator, Employer Representative, 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.

ARTICLE XVI: Working Out of Classification and Extra Duty

An Employee whose call was for a given classification but is then assigned the duties of higher paid classification shall be paid at the rate of the higher paid classification for the entire day, except for operation of the booth or clock cameras for twenty (20) minutes or less in duration. Such higher paid classification shall not be considered that Employee's new minimum.

ARTICLE XVII: Safety and Health

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

b. The Employer or the client will provide a representative on site that will have knowledge of the client's requirement for the broadcast and will supervise the crew. Such individual shall be considered the Point of Contact ("POC") for the production.

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

d. An active and authoritative safety committee consisting of at least one (1) member of the Union local and one (1) Employer representative shall be established and shall meet as needed to discuss safety problems. The local representative may request that an IATSE International Representative serve in place of or in addition to the local representative. 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 and, either advise the Employer of any unsafe condition(s) or advise the Employee that no unsafe condition exists. If the Employer is advised of an unsafe work condition, the condition will be investigated within five (5) days and corrected as needed.

f. Where access to rest rooms is considered inconvenient, the Employer will provide adequate facilities near the truck location to the extent under Employer's control.

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g. Cool water will be made available at the truck location from the start to the end of the work call.

ARTICLE XVIII: Training and New Technology

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

b. Any freelancer currently on the hire list can ask for training in a new job category, and receive that training, as time, training personnel, and equipment are available. Training positions will not be added to an event unless a normal full crew is assigned to the event, in addition to the trainee. If the Employer bills for the trainee's hours the trainee shall also be paid the billed rate; otherwise, the trainee is unpaid. The Employer and the Employee shall mutually agree on compensation to train or supervise training of another Employee. If the Employer and trainer are unable to agree on compensation, the Union may assist the process of trainer compensation on a case-by-case basis. Wherever possible, the Union will encourage access to and resources from the IATSE Training Trust.

ARTICLE XIX: Joint Training Committee

The Employer and the Union agree that advances in technology require a forum to discuss and resolve issues related to the training of Employees covered by this Agreement. To that end, the parties hereby establish a joint training committee. The Committee will research and develop training programs, which are of mutual benefit to the Employer and the Union. The Committee members will be selected on an *ad hoc* basis and will meet and confer at a time agreeable to both parties.

ARTICLE XX: Prior Approval for Premium or Penalty Payment

When an agent of the rights holder requests or compels a technician(s) to provide any of services which require the Employer to pay a premium or penalty 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.

ARTICLE XXI: Travel

a. Subject to the following, Employer shall reimburse each Employee for all travel and living expenses when travel by such Employee is required or authorized. 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:

- **Local Hire:** A Local Hire is an individual who lives within sixty (60) miles of the event location assigned for work. 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.
- **Distant Hire:** A Distant Hire is any Employee who lives more than sixty (60) miles

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from the event location so assigned. Such location shall be considered a Distant Location. Employer shall provide Distant Hires overnight lodging as necessary and, regardless, a *per diem* of fifty-five dollars (\$55.00) for each day or fraction thereof spent traveling.

b. Travel by common carrier: Compensation for time spent traveling by common carrier shall commence two (2) hours or one (1) hour for charter plane travel, 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 (½) the Employee’s Minimum 10-hour Day Rate. Travel time in excess of five (5) 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 outlined in Article XII shall apply.

- If common carrier travel is cancelled and rescheduled, the Employee shall be compensated for a Dark Day, as set forth below.

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. 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 (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.

e. 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 a waiver by the Employer will not be unreasonably denied. If the hotel is more than fifteen (15) minutes’ drive from event location (as calculated by MapQuest or similar program/app), 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.

f. Distant Location Parking and Personal Vehicle Use: Employees on Distant Location shall use crew transportation when provided by Employer wherever practicable. Employer may, alternatively, authorize Employees to rent vehicles or use their personal vehicles.

- Employees driving rental vehicle and/or their personal vehicles on Distant Location shall be reimbursed all parking expenses at the hotel and event location.
 - * Employees with rental and personal vehicles shall seek remote/discount over-night parking nearby their hotel whenever reasonable to do so. Employer may provide detail of such remote/discount facilities to assist same.

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- Employees driving their personal vehicle on Distant Location shall additionally be reimbursed for mileage between the hotel and event location.
- i. Dark Days to be paid at one-half (.5) of Employee’s minimum call with full per diem, full pension, and one-half (.5) of daily minimum healthcare contribution (applicable rate paid for each of the five (5) hours in Employee’s one-half minimum call).
- j. Health & Welfare Contributions: The Fringe contributions contained in Article XXII – Health and Welfare shall be applicable to all travel time wages detailed herein.

ARTICLE XXII: Labor-Management Committee

A Labor Management Committee shall be established, with an equal number of representatives from each side. The committee shall meet at least quarterly to discuss issues brought before it. Any member of the committee can submit issues for committee consideration.

ARTICLE XXIII: Health and Welfare

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

- From July 1, 2019 to June 30, 2020: \$7.50 per hour
- From July 1, 2020 to June 30, 2021: \$7.75 per hour
- From July 1, 2021 to June 30, 2022: \$8.00 per hour

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

- From July 1, 2019 to June 30, 2020: 4.25%
- From July 1, 2020 to June 30, 2021: 4.50%
- From July 1, 2021 to June 30, 2022: 4.75%

c. In addition to the mandatory uniform employer contribution for all eligible Employees, each such Employee may elect to defer part of their salary, subject to statutory limitations and the rules of the Annuity Fund, and the Employer will 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.

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

- From July 1, 2019 to June 30, 2020: \$12.00 per day worked
- From July 1, 2020 to June 30, 2021: \$13.00 per day worked
- From July 1, 2021 to June 30, 2022: \$14.00 per day worked

e. 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 twenty-eighth (28th) 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

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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 XXIV: National Broadcasts

Where Employer is engaged by FS1 Remote Production, LLC to provide technical production crew Employees to FS1 Remote Production, LLC for “Fox Sports 1” and/or Fox Sports 2” for remote sports production events produced by FS1 Remote Production, LLC within the geographic jurisdiction of this Agreement, the requirements contained in Side Letter 3 of this Agreement shall apply. The Parties acknowledge that, for the purposes of this Article XXIV – National Broadcasts, the entities known as FS1 Remote Production, LLC and Sports Media Services, LLC (hereinafter “SMS) are interchangeable.

ARTICLE XXV: 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 XXVI: Entire Agreement

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

b. The parties acknowledge that throughout the time of negotiating this Agreement, the rights associated with the Fox RSNs were and remain in a state of flux. Accordingly, in the event Employer is engaged by Fox or its direct successor to be Employer of Record for work otherwise within the jurisdiction of this Agreement, the economics detailed in the applicable Fox/IATSE agreement shall apply to such work which had been covered by the Fox/IATSE agreement.

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ARTICLE XXVII: Term of Agreement

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

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

PROGRAM PRODUCTIONS, INC.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

I.A.T.S.E LOCAL 745

By: _____

Its: _____

Date: _____

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APPENDIX A – WAGES

Daily Rates	Expired Contract Reference Column	Contract Year 1	Contract Year 2	Contract Year 3
Craft	7/1/18 - 6/30/19	7/1/19 - 6/30/20	7/1/20 - 6/30/21	7/1/21 - 6/30/22
Technical Director	\$566.50	\$583.50	\$601.00	\$619.03
Audio A-1	\$566.50	\$583.50	\$601.00	\$619.03
Audio A-2	\$448.90	\$462.37	\$476.24	\$490.53
*Lead EVS / CPO1	\$566.50	\$583.50	\$601.00	\$619.03
*CPO2	\$505.40	\$520.56	\$536.18	\$552.26
*RO / CPO3	\$443.80	\$460.00	\$476.24	\$490.53
Hard Camera Operator	\$448.90	\$462.37	\$476.24	\$490.53
Handheld Camera Operator	\$498.90	\$513.87 ⁽¹⁾	\$529.28	\$545.16
Robotic Camera Operator	\$498.60	\$513.56	\$528.96	\$544.83
Stabilized Camera Operator	\$498.60	\$513.56	\$528.96	\$544.83
Jib Camera Operator	\$650.00	\$669.50	\$689.59	\$710.27
Video Controller / V1	\$566.50	\$583.50	\$601.00	\$619.03
**Assistant Video Controller / V2	\$450.00	\$463.50	\$477.41	\$491.73
Graphics Operator	\$566.50	\$583.50	\$601.00	\$619.03
Graphics Coordinator	\$328.80	\$338.66	\$348.82	\$359.29
Score Box / GFX2 Operator	\$259.40	\$267.18	\$275.20	\$283.45
Stage Manager	\$271.90	\$280.06	\$288.46	\$297.11
Statistician	\$218.00	\$224.54	\$231.28	\$238.21
Utility	\$243.10	\$250.39	\$257.90	\$265.64

(1) Handheld camera rate from 7/1/19 to 12/31/19 = \$512.37 (+\$50.00 over Hard Cam rate). \$513.87; effective January 1, 2020

* New 3-tier CPO structure; CPO2 rate per Fox 2018 Contract w/ CPO3 to equal Cam & A2 at year 2

** New V2 craft

Appendix Rates detailed herein are minimums and no Employee shall have his/her wages reduced as a consequence of this Agreement. The Parties acknowledge that singular, event, or schedule driven circumstances requiring Employer provide Employees wage incentive above these minimums shall not be considered to be precedential nor serve to establish new minimums.

Side Letter #1: Travel

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

- 1) The wage, benefit, travel, and per diem sections of the CBA of the Employee's home local shall travel with that Employee.
- 2) 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.

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Side Letter #2: NCAA Division 1 Events

The events which typically comprise the definition of NCAA Division 1 are: Football, Men's Hockey, and Men's Basketball.

Side Letter #3: FS1 / FS2 Broadcasts

The following will serve as amendments to Program Productions, Inc. – IATSE Agreement (hereinafter, the "Agreement") with respect to "Fox Sports 1" and "Fox Sports 2" (national cable channels). The parties have agreed that the terms and conditions in this Side Letter (3) are modifications to the Agreement and these terms as modified in this Side Letter, not the terms contained in the Agreement shall be relied upon for the term of the Agreement. Any item/provision not specifically addressed in this Side Letter shall revert to and be governed by the applicable provision in the Agreement.

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

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

Wages and per diem for Non-exclusive Core Travelers:

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

Program Productions, Inc. – IATSE Local 745 Agreement

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

Wages and per diem for the Non-exclusive Core Travelers working after July 31, 2021 shall be determined according to pattern IBEW rates, as subsequently negotiated between the IBEW and FS1 Remote Productions, LLC and/or Sports Media Services, Inc. or their successors.

It is expressly understood that no other craft fees shall apply to Non-Exclusive Core Travelers.

Side Letter #4: Applicability of State-Wide Jurisdiction

The Parties highlight and acknowledge the jurisdiction of this Agreement changed from the prior expired Agreement to include the whole state of Minnesota. In light of certain existing economic terms between Employer at its client(s) at the time of this writing / expansion of the jurisdiction, the parties agree such whole-state jurisdiction shall not be effective until January 1, 2020. Specifically, work done by Employer in Minnesota outside the Minneapolis and St. Paul Area between July 1, 2019 and December 31, 2019 shall be characterized by the jurisdictional standards of the expired Agreement.

Side Letter #5: Additional Economic Increases which are the Subject of this Negotiation

The Parties acknowledge and agree that Employer has remained in compliance with any existing (expired) Agreement and its Extensions, and any additional economic increases which are the subject/result of the negotiations for this successor Agreement (not specifically identified by a start-date or other means herein) shall only be effective upon execution of this Agreement and its Trust Acceptance documents.

Side Letters 1-5 are hereby Agreed and Accepted

For Program Productions, Inc.

For I.A.T.S.E.

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

Program Productions, Inc. – I.A.T.S.E Local 745 Agreement
