

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

RUSH MEDIA COMPANY, LLC.

**Relative to the jurisdiction of
Texas and IATSE Local 796**

Effective September 1, 2022 – September 30, 2025

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AGREEMENT

This Agreement is made and entered into as of September 1, 2021, by and between Rush Media Company, LLC. (hereinafter "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 796 (hereinafter "Union").

Article I: Recognition, Jurisdiction, and Application of Agreement

1. The employer hereby recognizes the IATSE as the exclusive bargaining representative and agent for all freelance technicians working in and/or hired in and transported from:
 - A. Texas
Employees in the job classifications outlined in the Texas Appendix in connection with live broadcast or recording of sports events within the State of Texas, and for employees residing and permanently domiciled within the State of Texas and hired for work outside the State of Texas.
2. The Recognition in (1.), *immediately above*, is restricted to the Employer and shall not be deemed to extend to any parent, affiliate or subsidiary corporation of the Employer, or to any operations of the Employer outside of those described herein.
3. **Inclusions:** Full inclusions of classifications are listed within the Rate Scales located in the Texas Appendix.
4. **Exclusions:** All other persons and categories not listed in one of the Appendix are excluded. Time Out Coordinators, even where listed in one of the Appendixs, are excluded to the extent that they are mandated or provided by the league/team.
5. This Agreement is intended to cover the employment of the above Employees for professional sporting events and NCAA Division 1 events. If the employer is engaged to crew events other than defined above, the parties shall meet and confer with the designated IATSE International Representative and the appropriate local Business Agent(s) as to the appropriate wages, terms, and conditions for the event in question. The wage scales and working condition provisions of this Agreement shall be minimums and employees shall not be precluded from obtaining better conditions than those outlined in this Agreement. Any employee enjoying such better conditions shall not have their wages or working conditions reduced as a consequence of this Agreement.
6. There is full interchange of duties and cooperation among the crew, and also between the crew and other personnel who are involved in or responsible for the production. Additionally, there shall be no minimum staffing requirements unless otherwise described in the Agreement.

Article II: Union Security and Referral Fee Withholdings

1. Specific to the Jurisdictions of Texas,

1.1 Within thirty (30) calendar days of initial hire of any employee covered by this agreement, Employer shall notify the Union (*via* its relevant Local) 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.

1.2 Referral Fee Check-Off and Withholding: Employer agrees to deduct Union Referral Fee(s) from all wages earned by Employees covered by this Agreement who execute a valid Referral Fee Check-off/Deduction authorization. The Union shall notify the Employer of the amount to be withheld from the employee's wages, and will maintain a signed Referral Fee Check-off/Deduction authorization form for each employee. The Union will make such authorizations available to the Employer effective with the start date of this Agreement, and thereafter on an annual basis. The Union will also submit to the Employer, on an ongoing basis, a list of all employees who have chosen to withdraw the authorization of said check-off forms. Employer reserves the right to cease the deduction for Union Referral Fee(s) from any employee from whom it receives a signed form withdrawing his or her authorization so long as the Employer notifies the designated Representative of the appropriate Union Local that it has received such notice. Union agrees to hold the Employer harmless for the authorized deduction of any Referral Fee(s).

Article III: No Sub-Contracting

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

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

Article IV: Management Rights

The Union recognizes the Employer's inherent and traditional right to manage its business, to direct the work force and to establish and modify the terms and conditions of the employee's employment, except as such right is expressly limited by specific provisions of this Agreement. The exercise of these management rights is vested exclusively with the Employer. All matters

not specifically and expressly controlled by language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as the Employer from time to time may determine.

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

- a. To hire, suspend, transfer, promote, demote and discipline employees and to maintain and improve their discipline and efficiency;
- b. To lay-off, terminate, or otherwise relieve employees from duty;
- c. To eliminate, change, or consolidate jobs;
- d. To install new jobs;
- e. To direct the method and process of doing work, and to introduce new and improved work methods or equipment;
- f. To determine the locations where work is to be performed;
- g. To determine the starting and quitting time, the time for lunch and rest breaks, the number of hours to be worked;
- h. To make and modify rules and regulations that the Employer deems necessary for the conduct of its business and to require their observance.

Article V: Hiring and Hiring Practices

1. The Referral List: The locals under this Agreement will maintain and provide the Employer a Referral List of qualified individuals inclusive of the positions for which each is qualified. Inclusion of an individual on the Referral List constitutes a representation by the Union that it has examined the experience and qualifications of that individual, has determined that the person is domiciled within the jurisdiction of the applicable local(s), and is qualified to perform the jobs indicated.

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

- a. Requirements of the position;
- b. Knowledge, skill, expertise and experience of the Employee;
- c. Existence or absence of prior service with the Company and any work record with the Company;
- d. Employee's past and current availability;
- e. Residence of the Employee's and location of the work to be performed; *and*
- f. Preferences and/or recommendations of the director, producer or other Employees.

3. The Hire List: The Employer shall maintain their own Hire List based on fair and equitable criteria applied uniformly to each person on the Referral List. The Union recognizes and understands the Employer has sole discretion in hiring decisions based on the criteria outlined in the Section immediately above. The Employer further agrees to convey to the Local's Business Representative the nature of such decision(s). The Employer shall staff all positions unless

training arrangements have been made in advance. Preference of employment must be given to those properly registered for employment on the Employer's Hire List. If no qualified person is available on Employer's Hire List, the Employer shall next evaluate whether a qualified Employee is available on the Referral List.

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

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

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

7. Technicians traveling into the market as Employees of another Region or employer for an "away feed" event shall not count against the aggregate ten (10) Exceptions.

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

- a. Employee must, at their earliest possible opportunity, notify Employer of their intent to cancel and Employer shall thereafter assist the Employee by providing names and phone numbers of other workers that would be acceptable replacements, but it remains the responsibility of the Employee to find the replacement.
- b. The Employee seeking a replacement must have Employer's prior approval before contacting or confirming the replacement.
- c. If replacement Employees are available, Employer shall not unreasonably deny a substitution or withhold names of acceptable replacement.

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- d. If the Employer agrees to accept responsibility for a substitution, no further action is needed on behalf of the Employee.

This Section (8) shall not apply to cancellations due to medical or other emergencies. The Union agrees that if an Employee cancels for medical reason or other emergency, it will assist the Employer in obtaining proper verification from the Employee.

Article VI: Discipline and Discharge

1. The Employer maintains the right to make and modify reasonable work and conduct rules and require their observance.
2. Employees may be terminated by the Employer by sending a "Notice of Termination Letter" to the Union for serious or repeated infraction(s) of the Employer's rules. In addition, Employees may be disciplined, up to and including suspension of duties, wherein the Employer shall send a "Notice of Discipline Letter" to the Union for infraction of the Employer's rules. Letters to the Union described herein are sent to the Director of Broadcast for the IATSE and the designated Representative of the appropriate Union Local.
3. The Union agrees that the issuance of "Notice of Termination" and "Notice of Discipline" letters is management decision; however, no employee shall be disciplined or discharged without just cause. Before issuance of either letter referred above, management will offer the employee the right to schedule a meeting to discuss job performance concerns. The employee may bring a Union Representative to such meeting.

Article VII: No Discrimination

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

Article VIII: No Strike No Lock Out

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

Article IX: Stewards

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

Article X: Access

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

Article XI: Grievance and Arbitration

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:

- A. Within ten (10) business days of the time the employee, Employer or the Union knew (or reasonably should have known) of the event giving rise to the grievance, the appropriate party must give written notice to the other party of the claim. The Employer must give such written notice to the Director of Broadcast for IATSE and the designated Representative of the appropriate Union Local.
- B. A representative of the IATSE and a designated representative of the Employer shall, within ten (10) business days after service of notice of the claim, meet and discuss the matter and attempt to effect a settlement of said controversy or dispute. Any agreement arrived at by such representative shall be final and binding.
- C. In the event that such controversy or dispute is not settled by the Employer and the IATSE within twenty (20) working days after the written notice given pursuant to paragraph A. above, or within ten (10) business days after the meeting referred to in paragraph B. above, such controversy or dispute may be submitted to arbitration. The demand for arbitration must be made in writing, no later than forty (40) business days after written notice referred to in paragraph A. above. Each party shall bear half the cost of the arbitrator's fees and expenses.
- D. The parties shall first attempt to agree upon an arbitrator. If such agreement is not reached the arbitrator shall be selected from a list obtained from the American Arbitration Association by alternated striking of names with the Union going first.
- E. 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.
- F. 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.
- G. 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.
- H. The decision of the arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.
- I. The grievance and arbitration procedure is to be the sole and exclusive remedy for any claim breached of this Agreement or any other grievable dispute relating to the employment by the Employer of employees covered by this Agreement.
- J. If a grievance is not processed at any stage in accordance with the 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

1. **Wages:** The minimum wage rates, and wage increases, shall be as outlined in the Texas Appendix.”
2. **Work Day:** A regular work day shall be computed by totaling the number of hours between the time an employee reports to work and the time the employee is dismissed by the designated management representative on site at the end of such work day, including meal periods. All work hours shall be computed in one quarter (1/4) hour increments.
3. **10-Hour Minimum Call:** All employees shall be guaranteed at least ten hours of paid work. The parties agree that when employees are given ten (10) hours of paid work time, there will be no diminution of those ten (10) hours in the event of multiple breaks.
4. **Work Week:** The work week is currently defined as Monday through Sunday. The work week may be amended from time to time, not to exceed two (2x) times per calendar year, upon a thirty (30) day advance notification to the Union. If any party wishes to discuss provision, such meeting will occur within the thirty (30) day notification period.
5. **Overtime:** Employees shall receive overtime of one and one-half (1 1/2x) times their regular rate for all actual work in excess of eight (8) hours in any work day (does not include paid meal period) or any actual hours worked in excess of forty (40) straight time hours in any work week.
 - 5.1 Employees shall receive overtime of two (2x) times their regular rate for all time after twelve (12) hours elapse.
6. **No Pyramiding:** It is specifically understood that there shall be no pyramiding of overtime pay made under any of the provisions of this Agreement. Any payment categorized/described as a “Penalty” due under this Agreement shall not be considered “Pyramiding.”
7. **Double Header / Multiple Events:**
 - A. For all Double Header or Single Day Multiple Events, employees shall be paid a minimum 14-hour at one and one-half (1-1/2) times their straight-time hourly rate. All work time after fourteen (14) hours elapsed shall be paid at double time (2x).
 - B. Multiple Events occurring at two separate venues will be treated as a Single Day Multiple Event.
 - C. Employees will be notified a week in advance of the potential single day multiple event and given the option to decline without retribution. If the Employer engages the same employee for two (2) separate events during the same calendar day, Employer shall notify the Union of such “dual” assignment.
 - D. A nutritionally balanced meal shall be provided for those employees unable to take a break.
8. **Meal Periods:**
 - A. 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 work day as possible and not to exceed the 6th elapsed hour from the employee’s “in time” or return to work from a previous meal break.
 - B. In the event a crew member misses a meal break due to work, they will be compensated an additional hour at one and one-half (1-1/2) times their straight time rate of pay.

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- C. In the event the Employer elects to cater meals on site, the meals will be nutritionally balanced and appropriate to the time of day. The Company will make arrangements for food to be served in a comfortable space that is out of the weather.
 - D. In the event that the Employer does not elect to cater meals on site, if restaurant facilities are remote the crew members will be given an extended meal period for travel whenever possible.
 - E. If at the time a second meal is due, the crew is engaged in breaking down equipment after the broadcast of the main event has concluded, or within thirty (30) minutes of being dismissed for the day, the second meal shall be waived and employees shall be compensated for an extra thirty (30) minutes at their prevailing wage.

9. Rest Periods:

- A. All technicians shall be granted at least two (2) ten (10) minute breaks plus a meal break during a ten (10) hour shift. The Employer will not unreasonably deny a relief break when necessary.
- B. 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:
 - i. A penalty of an additional one half (1/2) times the employee's rate shall be paid for hours invading the ten (10) hour rest break, or
 - ii. Provide an adjusted call time. The adjusted call time will also count as the employee's "in time" for the day.
- C. Employees that must travel after working shall be given adequate time and appropriate facilities to clean up before traveling whenever practical to do so.

10. Cancelled Calls:

- A. If the Employer cancels an assignment of a previously booked employee the employee shall be compensated one-half (1/2) of their day rate for less than seventy-two (72) hours' notice, and a full day rate for less than forty-eight (48) hours' notice. If the Employer offers or finds a third party to offer the employee another job during that same time period, no additional fee shall be due as long as the job compensation and circumstances relating to that job are equal to the cancelled call. The notifications described above are based upon the call time established for the individual Employee being so cancelled.
- B. In the event that the 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.

11. Parking:

- A. Parking shall be arranged by the Employer at all event locations. In the event Employer cannot arrange parking in advance, Employer shall reimburse the actual cost incurred by the employee. The Employer may specify preferred lots in the area in which employees shall park.
- B. Where parking is located in remote locations the Employer shall provide for the security of freelancers traveling to and from their vehicles. When an employee has accepted a package of events, parking passes and credentials will be issued ahead of time for those events if at all possible.

Article XIII: Holidays

1. The following shall be deemed holidays, irrespective of the day of the week on which the holiday may fall: New Year's Eve and New Year's Day, Martin Luther King, Jr. Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas Eve and Christmas Day
2. 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 (1-1/2x) times their applicable rate of pay for the daily guarantee. Employees shall be paid two (2x) times their base rate of pay for all hours worked in excess of the minimum guarantee.

Article XIV: Payment of Wages

1. Employer shall maintain a regular payroll period and Employees shall be paid on a bimonthly basis, assuming Employees have performed work during the week corresponding to the pay date.
2. The Company shall provide each Employee a breakdown of all monies and benefits paid and any amounts deducted from the previous pay period.
3. At no time shall the duties of any Employee covered by this Agreement include the handling of Company cash.

Article XV: Crafts – Pay Premiums and Staffing

When an agent of the rights holder requests or compels a technician(s) to provide any of the following services that require the Employer to pay a premium for such work, they shall initial a check off sheet that indicates the request(s), and /or have such duties approved by the appropriate Employer designee.

1. **Technical Directors (TD)**: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for providing the visual portion of a telecast. The Technical Director shall have the required skills to program and operate the required switcher, DVEs, DDR/Fast Forward channel outputs, still store and other related equipment necessary to the fulfillment of their job skills/responsibilities. Additional skills include, but are not limited to: layout of the monitor wall and tallies, coordination of the tech schedule and performing fax and transmission checks.

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

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

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

2. Audio Mixers (A1): Shall work under the direction of the Producer, Director, Engineer-In-Charge and/or Crew Chief to implement their instructions for providing the audio and communications portion of a telecast. The Audio Mixer shall have the required skills to program and operate the required audio board and other equipment related to mixing, editing, dubbing, transferring, routing and patching of the required audio, communications and RF portion of a telecast; and operate/perform other related equipment/services necessary to the fulfillment of their job skills/responsibilities. Additional skills include, but are not limited to: running and interfacing of multiple building-to-truck, truck-to-truck and other interconnect cabling and performing fax and transmission checks.

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

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| Alternate Mix with Comms and Fax | \$75.00 |
| "World Feed" type Alternate Mix | \$100.00 |

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

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

- Employer will receive all requests from other broadcasters and has the right to approve or deny portions of requests that are outside of contractual obligations.
- Employer will clearly communicate approved show requirements to the technical crew and pre-determine if either feed adder threshold is met.
- Employer will add early call times or additional technician as needed. Crew members can weigh in on these decisions which will not affect the feed adder rates.
- Employer will allow the crew to participate in any associated pre-show meetings to discuss show specifics however, this is not a requirement.
- Employer will distribute 3rd party broadcast show requirements in writing to technicians via local crews.
- Employer will set the fax time for all 3rd party broadcasts based on the show requirements and the home show schedule.
- If the show requirements from the 3rd party broadcast change on site it shall be the responsibility of the party requesting/instructing the change to inform Bally Sports management so they can determine if the requests are approved or rejected and how the fee adders will be impacted so as to timely inform the technicians of any change.

3. Audio Assistants (A2): Shall work under the direction of the Audio Mixer, Producer, Director, Engineer-In-Charge and/or Crew Chief to implement their instructions for providing

the audio portion of a telecast. The Audio Assistant shall have the required skills to setup and troubleshoot microphones, intercom and cabling related to the audio, communications and RF portion of a telecast and operate/perform other related equipment/services necessary to the fulfillment of their job skills/responsibilities. Additional skills include but are not limited to: assisting/relieving the Audio Mixer with their direct skills as may be required; and running and interfacing of multiple building-to-truck, truck-to-truck and other interconnect cabling.

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

Audio:

- A. On a show where there are two (2) or more "on camera" positions used during a single production (e.g. interviews or commentary using headsets, shotgun mics, stick mics, etc.), the Company shall engage at least two (2) Audio Assistants.
- B. Shows using effects mic(s) shall engage at least two (2) Audio Assistants unless those effects mics are provided from another source.
- C. Specialty Microphone Operators shall report to work four (4) hours before airtime and be released at the end of the day by the Audio Mixer.
- D. At least two (2) Audio Assistants shall be employed on productions utilizing RF equipment.
- E. Audio Assistants shall not be asked to perform the duties of the Stage Manager, or operate cameras.
- F. For dual feeds there will be a separate audio crew.
- G. At least one (1) Audio Assistant will be employed for each production.
- H. Surround Sound 5.1 or Higher - \$50.00 per shift craft fee shall be paid as follows:
 - i. During the 2012 negotiations, the Union expressed concerns related to the complexity associated with the set-up of Surround Sound 5.1 (or higher). The parties agreed that a \$50.00 per shift craft fee shall be paid as follows:
 - a. When Surround Sound 5.1 (or higher) originates from the event location;
 - b. The craft fee described above will only be paid to the A-1; and
 - c. The craft fee described above will only be paid on a set day (this includes a set/shoot/strike day).

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

6. Video (V2): Shall work under the direction of the Video (V1), Producer, Director, Engineer-In-Charge, and/or Crew Chief to implement their instructions for providing the image portion of a telecast. The Video (V2) shall have the required skills to execute camera and video cabling, connections, and patching; to maintain images to broadcast standards; and to operate/perform

other related equipment/services necessary to the fulfillment of their job skills and responsibilities. Additional skills include but are not limited to: assisting/relieving the VI with their direct skills as may be required; running and interfacing with multiple building-to-truck, truck-to-truck, and other interconnect cabling.

Video:

- A. A single Video Controller can paint and/or iris no more than eight (8) cameras including color corrected feeds. Clock, scoreboard and locked off POVS are not included unless the Video Controller is asked to actively color correct the POVS. After eight (8) (nine or more) cameras, a second experienced Video Controller is required.
- B. If more than ten (10) feeds are shared between trucks, or if the cable must be flown over trucks or other obstacles or placed in troughs, a dedicated Utility Technician shall be engaged. If a second Video Controller is engaged, a second Utility Technician is not necessary.
- C. In the event of a dual feed there shall be a dedicated VI Controller engaged for each show.

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

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

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

Graphics:

- A. An additional per shift charge will be paid to the Graphics Operator if no Graphics Coordinator is present (per the rates and conditions shown in the Regional Side Letters).
- B. An additional per shift charge of \$60.00 will be paid for extra design work, animation, font creation on the truck (on site). Approval for this charge must be arranged with the Employer before billing the client.
- C. The Graphics Operator will not be required to *actively* operate more than two (2) output channels and shall not be responsible for technical maintenance or setup for which an engineer is necessary.
- D. If the Employer utilizes a score box during the production, it must employ a Graphics 2 Operator (unless per past practice the score box is used to only display a logo).

E. If a Score Box is utilized as the only graphic element of the production the Graphics 2 Operator shall be compensated at the Graphic Operator rate of pay.

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

11. Handheld Camera Operator: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for providing handheld camera operations. The Handheld Camera Operator shall have the required skills to cable, assemble and operate handheld video cameras; assist with cabling, setup of video monitors and lighting, telestrator and radar/speed gun. The Handheld Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities. Additional skills include, but are not limited to: running of multiple building-to-truck, truck-to-truck and other interconnect cabling.

12. Robotic Camera Operators: Shall work under the direction of the Producer, Director, Engineer-In-Charge and/or Crew Chief to implement their instructions for providing remote-controlled camera operations. The Robotic Camera Operator shall have the required skills to cable, assemble, balance, operate and tear down the robotic style camera crane as well as the ancillary equipment that goes with the robotics. The Robotic Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities. Additional skills include, but are not limited to: running of multiple building-to-truck, truck-to-truck and other interconnect cabling.

13. RF Camera Operators: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for providing quality wireless RF camera operations from the shoulder and/or from a tripod. The RF Camera Operator shall have the required skills to assemble and operate wireless RF cameras, including knowledge of and familiarity with RF frequencies, receive sites, receive antennas, RF range, camera batteries, and battery chargers. RF Camera Operators shall have the ability to move throughout the event venue or relative property, at the discretion of the Producer and/or Director. The RF Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate/perform other related equipment/services necessary to the fulfillment of their job skills, assist with cabling and setup of video monitors and lighting, telestrator, and radar/speed gun. Additional skills include, but are not limited to running of multiple building-to-truck, truck-to-truck, and other interconnect cabling.

14. ENG Camera Operators: Shall work under the direction of the Producer, Director, Engineer-in-Charge and/or Crew Chief to implement their instructions for providing quality ENG camera recordings from the shoulder and/or from a tripod. The ENG Camera Operator shall have knowledge of and familiarity with ENG recording formats and the required skills to assemble and operate ENG cameras and their power systems (batteries, and battery chargers). ENG Camera Operators shall work independently of / untethered to the production's communication system and have the ability to move throughout the event venue or relative property, at the discretion of the Producer and/or Director, and shall be responsible for camera iris control, color correction, audio levels, and lighting necessary to compose, record, and subsequently deliver video/audio content for later use. The ENG Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate/perform other related equipment/services necessary to the fulfillment of their job skills, assist with cabling and setup of video monitors and lighting, telestrator, and radar/speed gun. Additional skills include, but are not limited to running of multiple building-to-truck, truck-to-truck and other interconnect cabling.

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

16. Steadicam Operators: Shall work under the direction of the Producer, Director, Engineer-In-Charge and/or Crew Chief to implement their direction to provide quality Steadicam movement and tracking shots. The Steadicam Operator shall have the required skills to cable, assemble, balance, operate and tear down the Steadicam as well as ancillary equipment and monitor that goes with the Steadicam rig. The Steadicam Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate/perform other related equipment/services necessary to the fulfillment of their job skills.

Camera:

- A. If a handheld style camera is operated in a studio configuration, it shall be paid at the Hard Camera rate. Studio configuration is defined as a camera set up with a remote zoom, remote focus, and remote studio view finder.
- B. Robotic Camera Operators shall receive a call in time the same as the earliest crewmember for the event. Robotic Camera Operators shall not be required to operate more than two (2) cameras at any one time or set up more than one system without assistance.
- C. When the robotic system is required to be fully struck, the Robotic Camera Operator will be released following the event and before any post game show.
- D. Any employee not engaged as a Camera Operator will receive additional compensation of thirty-five dollars (\$35.00) for operating "Booth" cameras for twenty (20) minutes or less.
- E. Except as detailed in B., *immediately above*, no Camera Operator shall be assigned to operate more than one (1) camera at a one time or to set up or to operate more than two (2) cameras in the course of any one (1) event.
 - This provision (E.) is not applicable on set-up only days.

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

18. Capture Playback Operator 2 (CPO 2): Shall work under the direction of the Producer, Director, Engineer-In-Charge and/or Crew Chief to implement their instructions for providing record/playback/slow-motion operation of videotape machine(s) or digital recording device. The Capture Playback Operator 2 shall have the required skills to record, slomo, and playback recorded elements and to operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities. Additional skills include, but are not limited to: monitor and router labeling and layout and organize and assemble melts.

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

Capture Playback:

- A. Capture Playback Operators: If an Operator is required to create playlists/packages utilizing more than two (2) channels of input, in addition to the responsibilities described above, such Operator will be paid the Capture Playback 1 (CPO1) rate.
- B. If an Operator is required to create playlists utilizing two (2) channels or less of input, is assigned a super slow-motion machine that requires the slow-motion capture be triggered via a separate controller, or is performing replay only duties utilizing more than two (2) channels of input, the operator shall be paid the Capture Playback 2 (CPO2) rate.
- C. If an Operator is assigned replay only duties using two (2) channels or less of input the operator shall be paid the Capture Playback 3 (CPO3) rate.
- D. The Company shall engage at least three (3) Capture Playback Operators for any Home Show, at least two (2) Operators on any Away Show, and at least five (5) Operators on any Dual Feed Show. A single Capture Playback Operator (CPO) shall not be responsible for more than four (4) record channels.
- E. If two (2) or more producers are assigned to the production, there shall be at least one (1) Capture Playback Operator 1 (CPO1) hired for each Producer provided the equipment and facilities are available to accommodate the additional operator.
- F. The Parties agree to meet and confer with regard to any deviation from the current staffing norms.

20. RF Camera Technician: Shall work under the direction of Producer, Director, Engineer-In-Charge and/or Crew Chief and/or RF Camera Operator(s) to implement their instructions for

assisting with the RF camera platform and/or other operations. The RF Camera Technician should have the required skills to build an RF ODU (outdoor unit) system; set-up RX/TX video antennas, DATA, and camera mounted FX microphone; distribute RF camera's Live HD signal video feed to VOC or EIC and FX microphone's Live audio feed to production truck with A1 or EIC; set-up camera video and DATA frequency according to venue or area's available frequencies/channels; Set-up RCP and IDU (indoor unit) in video controller room for Video Controllers; fax with Video Controllers for full control of iris and paint, and with A1s for camera mounted FX microphone and radio/IFB, and with TDs to confirm RF show readiness.

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

22. Utility Technicians: Shall work under the direction of the Producer, Director, Engineer-In-Charge and/or Crew Chief and/or, when applicable, Senior Utility Technician and/or others to implement their instructions for assisting camera and/or other operations. The Utility Technician shall have the required skills to cable and assist with the set up and strike of equipment outside of the broadcast mobile unit; provide active cable assistance to moving Camera Operators during all phases of camera operations; assist other crew and truck engineers in troubleshooting and perform other related services necessary to the fulfillment of their job skills and responsibilities. Additional skills include, but are not limited to: running of multiple building-to-truck, truck-to-truck and other interconnect cabling; setup of monitors, radar/speed gun and telestrator.

Utilities:

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

Jib Utility duties are not solely limited to the operation of the jib. When the jib is secure or locked down, the Jib Utility will be expected to perform standard Utility duties listed in Article XV, Section . A Jib Utility is *not* required for operation of a jib in a controlled studio environment.

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

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

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

- A. Short Call Crafts: If a GFX2 (formerly Score Box Operator), Stage Manager, or Phone Assistant Director's call in time is adjusted to earlier than three (3) hours before air or work shifts longer than six (6) hours from their Report Time, they will receive compensation for the additional hours at one and one-half (1-1/2) times their straight time rate, subject to the overtime provisions of this Agreement.
- B. There shall be a Stage Manager engaged/used for any on-air talent.
- C. On a show/event where there are two (2) or more "on camera" positions used during a single production, the Company shall engage at least two (2) Stage Managers.
- D. Stage Managers shall not be required to perform the duties of an A2.

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

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

28. Statistician: Shall work under the direction of the Graphics coordinator and/or talent to provide statistical information for the Graphics Coordinator and/or talent that pertains to the event as necessary to inform the talent and/or help build graphics for the broadcast. The Statistician should have the knowledge and the ability to research game information as it pertains to the event.

29. Runner: Shall work under the direction of the Producer, Director, Engineer-In-Charge, and/or Crew Chief to implement their instructions for providing assistance to the production staff. A valid driver's license is required for this position. The runner will not operate technical equipment.

Article XVI: Working Out of Classification and Extra Duty

An employee whose call was for a given classification but is then assigned the duties of higher paid classification shall be paid at the rate of the higher paid classification for the entire day, except for operation of the booth or clock cameras for twenty (20) minutes or less in duration.

Article XVII: Safety and Health

1. 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.
2. The Employer will provide a representative on site that will have knowledge of the client's requirements for the broadcast and will supervise the crew.
3. If a possible unsafe situation occurs during an event, the potential problem should immediately be reported to the management representative on site. The management representative will consult with the job steward and shall make any adjustments to hazards that the management representative feels need immediate attention. No employee shall be disciplined or discharged for failure to participate in an activity that exposes the individual to danger.
4. An active and authoritative safety committee consisting of at least one (1) member of the Union from each local union and an equal number of management representatives shall be established, and shall meet as needed to discuss safety problems. The designated union committee member shall not suffer any loss of wages with respect to any meeting involving safety matters.
5. Any employee can inform the safety committee of possible unsafe working conditions. The committee will investigate and within five (5) workdays, either advise the Employer of any unsafe condition(s), or advise the employee that no unsafe condition exists. If the Employer is advised of an unsafe work condition, the condition will be investigated within five (5) days, and corrected as needed.
6. Where access to rest rooms is considered inconvenient, the Employer will provide adequate facilities near the truck location.
7. 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

1. 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.

2. Any freelancer currently on the hire list can ask for training in a new job category, and receive that training, as time and equipment is available. Training positions will not be added to an event unless a normal full crew is assigned to the event, in addition to the trainee. If the Employer bills for the trainee's hours, the trainee shall also be paid their regular rate. Otherwise, the trainee is unpaid. The Employer and the employee shall mutually agree on compensation to train or supervise training of another employee.

3. Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of this Agreement the amount of ten cents (0.10) per hour worked or guaranteed up to the first ten (10) hours of any shift per employee covered by this Collective Bargaining Agreement.

- A. All contributions to the Training Trust Fund shall be payable no later than the fifteenth (15th) day of each month in respect to all employment in the preceding month on which contributions were payable. Such payment to be accompanied by a list of all covered employees and the total number of hours worked or guaranteed in the reported month.
- B. Training Trust Fund contributions will be made separately for each jurisdiction, sent to IATSE Training Trust Fund, 2210 W. Olive Ave., Burbank, CA 91506.
- C. Employer agrees to be bound by all terms and conditions of the IATSE Entertainment and Exhibition Industries Training Trust Fund Agreement, established June 22, 2011 ("Trust Agreement") and to abide and be bound by any amendments thereto and all policies and procedures of the Training Trust Fund, including Collection of Contributions payable by Employers, as related to the contributions due as set forth in this Agreement.
- D. The Trustees of the IATSE Training Trust Fund shall have the right through the accountant of their choice to examine the Employer's payroll and employment records to verify the information contained on the reporting forms, or to determine the amount owed in the event of late payments or default.

Article XIX: Joint Labor-Management Committees

The Joint Labor-Management Committee shall meet to discuss matters concerning the satisfactory relations of the parties as well as the promotion of harmonious employer-employee relationships.

- A. The Joint Labor-Management Committee shall meet annually with the appropriate representatives from each of the parties. The annual Labor-Management meeting shall operate as an open forum to discuss any number of global concerns that may arise. In addition, the annual Labor-Management shall serve to address crewing concerns and any advances in technology that may require additional training. If deemed necessary by both parties, the Joint Labor-Management Committee can establish additional committees on an *ad hoc* basis that will meet more often to address specific issues.
- B. Either party may request a Joint Labor-Management Committee within one of the four (4) regions to discuss issues specific to that Region. In those instances, the Committee members considered appropriate will meet and confer at a time mutually agreeable to both parties.

Article XX: Travel

1. It is understood that the Employer shall reimburse each Employee for all travel and living expenses, when travel by such Employee is required or authorized. Additionally, all travel time in connection with any such assignment shall be credited as time worked. For the purposes of this Article, the following definitions apply:

- A. Production Cities: For the jurisdiction under this Agreement, there shall be the following Production Cities:
- i. Dallas Metro;
 - ii. Houston; *and*
 - iii. San Antonio/Austin
- B. Local Hire: A local hire is any employee who lives within fifty (50) miles of the event location assigned for work. The Union shall report to the Employer each employee's Production City, via the Referral List most closely aligned with the employee's domicile/residence, and such employee shall be considered a Local Hire within that Production City. Employees residing in jurisdictions with multiple Production Cities (Texas and Arizona) may change their local identity within their resident jurisdiction twice per year with notice to Union local and Employer. Any such individual is not paid for travel time nor mileage to or from the venue. As such, the Technician's time starts and ends at the site of assignment.
- C. Nearby Hire: A nearby hire is any employee who lives more than fifty (50) miles and less than seventy-five (75) miles from the event location so assigned. In accordance with current practice, it is understood that Nearby Hire will be considered "local" when the employee is reporting to an event location within their Production City.
- D. Distant Hire: A distant hire is any employee who lives more than seventy-five (75) miles from the event location so assigned. Such location shall be considered a Distant Location. Employer shall provide Distant Hires overnight lodging as necessary and, regardless, a per diem of \$55 for each day or fraction thereof spent traveling.

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

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3. 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.
 4. Nearby Travel by Car: A Nearby Hire is not paid travel pay but shall receive reimbursement for mileage at the prevailing IRS rate.
 5. 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 purpose of calculating overtime. When traveling by car on travel only days, employees traveling five (5) hours or less shall be paid five (5) hours at the Hourly Travel Rate. Employees traveling by car in excess of five hours (5) hours up to and including 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.
 6. Lodging: The Employer shall provide for all hotel accommodations (which will also be full-service whenever possible). All hotel rooms will be provided on the basis of single occupancy. Any extenuating circumstances will be discussed with the Union and a request for waiver by the Company will not be unreasonably denied. A Distant Hire's time starts and ends at the hotel location, and the time spent in transit between the hotel and the event shall be considered work time.
 7. An employee on Distant Location driving a personal vehicle or vehicle rented by the Company shall be compensated for all parking expenses for vehicles parked at a hotel. If the employee is driving their personal vehicle, such employee will additionally be reimbursed for mileage between the hotel and event location; however, only insofar as the Company has expressly authorized the employee to use their personal vehicle. Otherwise, the employee shall use the crew transportation provided by the Company.
 8. Overnight / Distant Location Parking: For events for which an employee is entitled to per diem, overnight / distant location parking shall be reimbursed with proper documentation at the actual cost of parking at a "Long-Term" location. On consecutive events, the above stated value for parking expenses will be applied to each such event.
 9. Dark Days: For each scheduled day off occurring during any such traveling assignment, an employee shall be paid a minimum of eight (8) hours at straight-time rates, provided that no work is performed on such day off.
 10. Health & Welfare Contributions: The Fringe contributions contained in Article XXI – Health and Welfare shall be applicable to all travel time wages detailed herein.

Article XXI: Health and Welfare

2. The Employer shall contribute based on the Appendix the following:
- A. IATSE National Health and Welfare – For each hour worked by an employee or paid for by the Employer, the Employer shall contribute to the IATSE National Health and Welfare Plan on behalf of each covered employee as outlined in the corresponding Appendices.
 - B. IATSE National Annuity Fund – Employer shall contribute to the IATSE National Annuity Fund on behalf of each employee based on the percentages as outlined in the corresponding Appendices of such employee's gross wages paid by the employer or earned by employee under this Agreement.
 - C. National Pension Fund – Employer shall contribute the following defined pension plan contributions on behalf of each employee in the amounts as outlined in each corresponding Appendix.
 - D. Employer contributions shall be made by separate check to the "IATSE Health and Welfare Fund" and the "IATSE Annuity Fund" and the "IATSE National Pension Fund" no later than the tenth (10th) of each month in respect to all employment during preceding month for which contributions were payable. In conjunction with each such payment, Employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their social security numbers, dates of employment, shifts of employment by them, and the amount of contributions paid for them.
 - E. In addition to the mandatory uniform Employer contribution for all eligible employees, each such employee may elect to defer part of their salary, subject to statutory limitations and the rules of the Annuity Fund, and the Employer will transmit those salary deferrals to the Annuity Fund by the tenth (10th) day of each month following the end of the month in which the covered services were performed.
 - F. In every instance under this Article, Employer will execute the appropriate documents needed to fully effectuate this Agreement.

Article XXII: Separability and Savings

If any clause of this Agreement shall be determined to be illegal by a court or other tribunal of competent jurisdiction, it shall be severed from this Agreement, and the rest of the Agreement shall not thereby fail or be rendered null and void.

Article XXIII: Entire Agreement

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

Article XIV: Term of Agreement

This Agreement shall be effective as of September 1, 2022 and shall continue to and including September 30, 2025. All terms are effective upon execution of this Agreement. Negotiations for amended terms of this Agreement shall begin upon written request of either party, no later than sixty (60) days before the expiration date. In the event that neither party gives such notice, the Agreement shall be deemed renewed without amendment and shall continue from year to year until notice has been served.

[Remainder of page intentionally left blank; Signature Page to follow]

Agreed and understood:

For Rush Media Company, LLC

By: TRENT

Its: President

Date: 10/3/22

For International Alliance of Theatrical
Stage Employees, Moving Picture
Technicians, Artists, and Allied Crafts

By: Kevin Allen

Its: International Representative

Date: 9/28/2022

Local 796, International Alliance of
Theatrical Stage Employees, Moving
Picture Technicians, Artists, and Allied
Crafts

By: E. Nohy

Its: President

Date: 9/28/2022

[Remainder of page intentionally left blank; Texas Appendix and Side Letters to follow]

TEXAS APPENDIX – Wages & Side Letters

| Straight-time Hourly Rates | 9/1/22 - 3/31/23 | 4/1/23 - 3/31/24 | 4/1/24 - 3/31/25 | Beginning 4/1/25 |
|-----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| ~Technical Director | \$67.39 | \$69.92 | \$72.54 | \$75.08 |
| Audio A-1 | \$54.86 | \$56.91 | \$59.05 | \$61.12 |
| Audio A-2 | \$47.14 | \$48.91 | \$50.75 | \$52.52 |
| Specialty Mic Op / A3 | \$25.00 | \$25.94 | \$26.91 | \$27.85 |
| Video Controller / V1 | \$56.95 | \$59.08 | \$61.30 | \$63.45 |
| Assistant Video Controller / V2 | \$45.57 | \$47.28 | \$49.05 | \$50.77 |
| Lead EVS / CPO1 | \$54.86 | \$56.91 | \$59.05 | \$61.12 |
| CPO2 | \$54.28 | \$56.32 | \$58.43 | \$60.47 |
| RO / CPO3 | \$51.75 | \$53.69 | \$55.70 | \$57.65 |
| Hard Camera Operator | \$51.18 | \$53.10 | \$55.09 | \$57.02 |
| Handheld Camera Operator | \$54.02 | \$56.05 | \$58.15 | \$60.19 |
| Jib/Robotic Camera Operator | \$52.88 | \$54.86 | \$56.92 | \$58.91 |
| ***Jib Utility | \$34.43 | \$35.72 | \$37.06 | \$38.36 |
| RF Camera Operator | \$56.78 | \$58.91 | \$61.12 | \$63.26 |
| ENG Camera Operator | \$69.47 | \$72.08 | \$74.78 | \$77.40 |
| Graphics Operator | \$54.86 | \$56.91 | \$59.05 | \$61.12 |
| Font Coordinator | \$47.05 | \$48.81 | \$50.65 | \$52.42 |
| Score Box / GFX2 | \$38.38 | \$39.82 | \$41.31 | \$42.76 |
| Stage Manager | \$27.45 | \$28.48 | \$29.55 | \$30.58 |
| **RF Technician | \$36.78 | \$38.16 | \$39.59 | \$40.98 |
| *Senior Utility | \$34.43 | \$35.72 | \$37.06 | \$38.36 |
| *Utility | \$31.43 | \$32.61 | \$33.83 | \$35.01 |
| Red Hat / Time Out Coordinator | \$26.50 | \$27.50 | \$28.53 | \$29.53 |
| Statistician | \$19.60 | \$20.34 | \$21.10 | \$21.84 |
| Runner | \$18.00 | \$18.68 | \$19.38 | \$20.06 |

| Minimum Daily Rates by Craft | 9/1/22 - 3/31/23 | 4/1/23 - 3/31/24 | 4/1/24 - 3/31/25 | Beginning 4/1/25 |
|-------------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| ~Technical Director | \$707.60 | \$734.13 | \$761.66 | \$788.32 |
| Audio A-1 | \$576.01 | \$597.61 | \$620.02 | \$641.72 |
| Audio A-2 | \$495.00 | \$513.57 | \$532.82 | \$551.47 |
| Specialty Mic Op / A3 | \$262.48 | \$272.32 | \$282.54 | \$292.42 |
| Video Controller / V1 | \$597.96 | \$620.38 | \$643.65 | \$666.18 |
| Assistant Video Controller / V2 | \$478.46 | \$496.40 | \$515.01 | \$533.04 |
| Lead EVS / CPO1 | \$576.01 | \$597.61 | \$620.02 | \$641.72 |
| CPO2 | \$569.95 | \$591.32 | \$613.50 | \$634.97 |
| RO / CPO3 | \$543.35 | \$563.72 | \$584.86 | \$605.33 |
| Hard Camera Operator | \$537.40 | \$557.55 | \$578.48 | \$598.70 |
| Handheld Camera Operator | \$567.25 | \$588.52 | \$610.59 | \$631.96 |
| Jib/Robotic Camera Operator | \$555.24 | \$576.06 | \$597.67 | \$618.58 |
| ***Jib Utility | \$361.62 | \$375.07 | \$389.14 | \$402.76 |
| RF Camera Operator | \$596.23 | \$618.59 | \$641.79 | \$664.25 |
| ENG Camera Operator | \$729.47 | \$756.83 | \$785.21 | \$812.69 |
| Graphics Operator | \$576.01 | \$597.61 | \$620.02 | \$641.72 |
| Font Coordinator | \$494.03 | \$512.56 | \$531.78 | \$550.39 |
| Score Box / GFX2 | \$402.97 | \$418.08 | \$433.76 | \$448.94 |
| Stage Manager | \$288.22 | \$299.03 | \$310.24 | \$321.10 |
| **RF Technician | \$388.19 | \$400.67 | \$415.70 | \$430.25 |
| *Senior Utility | \$361.62 | \$375.06 | \$389.13 | \$402.78 |
| *Utility | \$330.02 | \$342.41 | \$355.22 | \$367.61 |
| Red Hat / Time Out Coordinator | \$278.27 | \$288.71 | \$299.53 | \$310.02 |
| Statistician | \$205.81 | \$213.53 | \$221.53 | \$229.29 |
| Runner | \$189.05 | \$196.14 | \$203.49 | \$210.61 |

* Utility Rate -\$3 over pattern increase / Senior Utility starts @ \$3 delta to regular Utility

** RF Camera Technician starts at \$20 delta to RF Camera Operator

*** Jib utility equal to Senior Utility Rate

~ TD Re-rate to match Arizona, effective 4/1/22

| Benefits | 9/1/22 - 3/31/23 | 4/1/23 - 3/31/24 | 4/1/24 - 3/31/25 | Beginning 4/1/25 |
|-------------------|------------------|------------------|------------------|------------------|
| Health & Welfare: | \$8.00/hr | \$8.25/hr | \$8.50/hr | \$8.75/hr |
| Annuity: | 4.00% | 4.00% | 4.00% | 4.25% |
| Pension: | \$13.00/day | \$13.00/day | \$13.00/day | \$14.00/day |

1. Late Calls – Applicable to San Antonio

- A. Freelancers (in San Antonio ONLY) who are not available to work a full day may be offered and accept a late call. Late call rates are based on a six (6) hour minimum workday. Late call base rates shall be 109% of the Hourly (straight-time) Rate(s) by Craft contained in the Texas Appendix. Any work performed after seven (7) hours, will be paid as overtime at one and a half (1 ½ x) times the applicable rate outlined in the Texas appendix. The Employer shall not have more than two (2) technicians per show event on a late call.
- B. The following positions shall not be subject to a late call without the mutual agreement of the technician, the Union Business Agent, and the Applicable Employer.
 - i. Technical Director
 - ii. Audio Mixer (A1)
 - iii. Assistant Audio (A2)
 - iv. Video Operator (V1)
 - v. Record/Playback Operator (CPO1)
 - vi. Graphics Operator

2. 2nd Meal Period – If an employee works in excess of fourteen (14) elapsed hours, in addition to premium pay, a second one-half (½) hour meal break shall be due.

3. Southwest Applicability of Agreement

If the parties cannot agree to amended wages, terms, and/or conditions for events other than professional sporting events and NCAA Football and Men’s Basketball at least one week prior to such other event, the wages, terms, and conditions of this Agreement shall apply.

4. Graphics Department Staffing on Live Events – The Graphics Operator shall be paid an additional \$100 per shift where no Graphics Coordinator is present (this provision is not applicable to Pre- or Post-game Studio Shows).

5. Travel Only Revisions for Select Texas Cities – Travel pay between each of the three major markets (1. Dallas, 2. Houston, 3. San Antonio/Austin) shall warrant ½ day pay at the employee’s minimum 10-hour day rate on travel only days regardless if travel by car or common carrier, whereas San Antonio and Austin are considered one market. Travel by car on travel only days between any other cities in Texas, then the \$25 per hour travel rate / 5-hour minimum rate applies.

[Remainder of page intentionally left blank; All-Region Side Letters to follow]

Regional Sports Side Letters

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, the following shall apply:

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

The working conditions of the CBA that the Employee travels to shall apply (e.g., rest periods, meal breaks, staffing, parking, etc.).

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

The union in turn is providing a waiver wherein the local working conditions of employment will apply.

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: Events Other than Professional Sports

The parties have committed to discussing events produced by the Employer that are not Professional or NCAA Football or Men's Basketball Sporting Events. The proper wages, terms and conditions for such "other" events will be discussed on an event by event basis.

Side Letter #4: Crew Sheet Distribution

The Employer agrees to continue the well-established practice of providing a list of crew members to the applicable Union Local prior to the event.

Side Letters 1-4 (pages 29, *immediately above*) are hereby Agreed and understood:

For Rush Media Company, LLC.

By: TC En A

Its: President

Date: 10/3/22

For International Alliance of Theatrical
Stage Employees, Moving Picture
Technicians, Artists, and Allied Crafts

By: Kevin Allen

Its: International Representative

Date: 9/28/2022

Local 796, International Alliance of
Theatrical Stage Employees, Moving
Picture Technicians, Artists, and Allied
Crafts

By: Er Nohy

Its: President

Date: 9/28/22

IATSE NATIONAL PENSION, NATIONAL HEALTH & WELFARE, ANNUITY, AND VACATION FUNDS
Trust Acceptance Agreement

The IATSE or the IATSE Local named below (the "Union") and the Employer named below agree as follows regarding benefits to the Pension, Health & Welfare, Annuity, and/or Vacation Fund, respectively and individually as specified below, for employees covered by the Collective Bargaining Agreement ("CBA") between them:

1. Trust Agreement (check off all applicable Funds per the terms of the CBA):

Employer agrees to be bound by all of the terms and provisions of :

- a. **PENSION:** The Agreement and Declaration of Trust (the "National Pension Fund Trust Agreement") establishing the IATSE National Pension Fund (the "National Pension Fund") as restated September 22, 2005, and as amended, and the National Pension Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "National Pension Fund Collection Guidelines")
- b. **HEALTH & WELFARE:** The Agreement and Declaration of Trust (the "Welfare Fund Trust Agreement") establishing the IATSE National Health and Welfare Fund (the "Welfare Fund") as restated September 22, 2005, and as amended, and the Welfare Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Welfare Fund Collection Guidelines")
- c. **ANNUITY:** The Agreement and Declaration of Trust (the "Annuity Fund Trust Agreement") establishing the IATSE Annuity Fund (the "Annuity Fund") as restated September 22, 2005, and as amended, and the Annuity Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Annuity Fund Collection Guidelines")
- d. **VACATION:** The Agreement and Declaration of Trust (the "Vacation Fund Trust Agreement") establishing the IATSE National Vacation Fund (the "Vacation Fund") as restated September 22, 2005, and as amended, and the Vacation Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Vacation Fund Collection Guidelines")

Employer also agrees to be represented in the administration of the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, respectively as specified above, by the Employer Trustees therein named or by their successors.

2. Computation of Contributions

Commencing with the effective date for contributions under the CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, Employer agrees to contribute the sums specified in the CBA to the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable, for each and every employee whose position is covered by that Agreement.

3. Payment of Contributions

Payment of contributions as required above shall be made by check payable to the "IATSE National Pension Fund," the "IATSE National Health & Welfare Fund," or the "IATSE Annuity Fund," and must be received in the appropriate Fund Office not later than: **For Weekly Contributors, the end of the week following the week of employment; OR, For Monthly Contributors, the 10th day of each month following the month of employment.** Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the applicable Funds.

Check One: Monthly Contributor

Weekly Contributor

_____ (If CBA provides a different due date than set forth above, indicate due date here)

→ **Note:** Any 401(k) salary deferral contributions, to the Annuity Fund must be received by **no later than the 15th of the month following the month in which the work was performed** and the deductions withheld.

→ **Note:** For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

Please refer to the Contributions & Collections Handbook for more information on submission of contributions, refunds, interest, etc.

4. Records

Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its records covering such employment in accordance with the Trust Agreements and the National Pension Fund, Welfare Fund, Annuity Fund, and/or Vacation Funds' Collection Guidelines, as applicable herein.

5. IRS Compliance

The Pension, Health & Welfare, Annuity, and Vacation Plans adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the National Pension Fund, the Welfare Fund, and the Annuity Fund, as a deduction for income tax purposes.

6. Terms of the CBA

If not already attached to this Trust Acceptance, a copy of the current CBA will be provided by the Employer upon request by the Funds Office. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA that supersedes the current contribution rates, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the appropriate Fund Office[s] for all Funds affected. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the current contribution rates, this Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable herein.

7. TERM OF CONTRACT: From September 1, 2022 To September 30, 2025

8. TYPE OF CONTRACT: (e.g., Area Standards, Travelling Stage Employees Contract): TBSE

9. CONTRIBUTION RATES (Please complete for all applicable Funds):

PENSION

To Which Pension Plan Are You Contributing (Check One):

Pension Plan B

Pension Plan C

| FROM | TO | % or \$ | AMOUNT | (%) OF * | (\$ PER * | | MINIMUM | MAXIMUM |
|-------------------|----------------|---------|---------|---|--|--|---------|---------|
| September 1, 2022 | March 31, 2025 | \$ | \$13.00 | <input type="checkbox"/> Gross <input type="checkbox"/> Scale | <input type="checkbox"/> Hour <input checked="" type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |
| April 1, 2025 | | \$ | \$14.00 | <input type="checkbox"/> Gross <input type="checkbox"/> Scale | <input type="checkbox"/> Hour <input checked="" type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |
| | | | | <input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale | <input type="checkbox"/> Hour <input type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |

* If percent (%), please check off whether percent of **gross** or **scale earnings**.
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

Note: For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

HEALTH & WELFARE

To Which Health & Welfare Plan Are You Contributing (Check One):

Health & Welfare Plan A (Note that Plan A has minimum daily rates)

Health & Welfare Plan C

| FROM | TO | % or \$ | AMOUNT | (%) OF * | (\$ PER * | | MINIMUM | MAXIMUM |
|-------------------|----------------|---------|--------|--|--|--|---------|---------|
| September 1, 2022 | March 31, 2023 | \$ | \$8.00 | <input type="checkbox"/> Gross <input type="checkbox"/> Scale | <input checked="" type="checkbox"/> Hour <input type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |
| April 1, 2023 | March 31, 2024 | \$ | \$8.25 | <input type="checkbox"/> Gross <input type="checkbox"/> Scale | <input type="checkbox"/> Hour <input checked="" type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |
| April 1, 2024 | March 31, 2025 | \$ | \$8.50 | <input type="checkbox"/> Gross <input type="checkbox"/> Scale | <input checked="" type="checkbox"/> Hour <input type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |
| April 1, 2025 | | \$ | \$8.75 | <input type="checkbox"/> Gross <input type="checkbox"/> Scale | <input checked="" type="checkbox"/> Hour <input type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |

* If percent (%), please check off whether percent of **gross** or **scale earnings**.
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

ANNUITY

| FROM | TO | % or \$ | AMOUNT | (%) OF * | (\$ PER * | | MINIMUM | MAXIMUM |
|-------------------|----------------|---------|--------|---|---|--|---------|---------|
| September 1, 2022 | March 31, 2025 | % | 4% | <input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale | <input type="checkbox"/> Hour <input type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |
| April 1, 2025 | | % | 4.25% | <input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale | <input type="checkbox"/> Hour <input type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |
| | | | | <input type="checkbox"/> Gross <input type="checkbox"/> Scale | <input type="checkbox"/> Hour <input type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |

* If percent (%), please check off whether percent of **gross** or **scale earnings**.
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

9. CONTRIBUTION RATES (continued)

Salary deferrals to the Annuity Fund

For salary deferrals (401(k) contributions) to the **Annuity Fund**, you must meet the requirements under (a) or (b):

(a) The **Employer** contribution rate must be **3% or greater of employee's wages**, or

(b) The employee is working under one of the following contracts (check one):

- Theatrical and Television Motion Picture Area Standards Agreement
- AICP Multi-State Supplement to the AICP West Agreement
- Single Signatory (i.e., one-off) theatrical motion picture and television agreement
- Low Budget theatrical and television motion picture term agreement
- Television term agreement
- Music Video Production Agreement

For salary deferrals under this section (b) no Highly Compensated Employees may participate. In addition, Employer agrees to timely provide salary information for all relevant periods for all employees eligible to participate or who would be eligible if they were not Highly Compensated Employees. (Employer check here if applicable and agreed) Agreed

Employer agrees to withhold the respective salary deferral (401(k) contributions) per the requirement above and submit same to the Annuity Fund by no later than the 15th of the month following the month in which the work was performed and the deductions were withheld. (Employer check here if applicable and agreed) Agreed

VACATION

| FROM | TO | % or \$ | AMOUNT | (%) OF * | (\$ PER * | MINIMUM | MAXIMUM | |
|------|----|---------|--------|--|---|--|---------|--|
| | | | | <input type="checkbox"/> Gross <input type="checkbox"/> Scale | <input type="checkbox"/> Hour <input type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |
| | | | | <input type="checkbox"/> Gross <input type="checkbox"/> Scale | <input type="checkbox"/> Hour <input type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |
| | | | | <input type="checkbox"/> Gross <input type="checkbox"/> Scale | <input type="checkbox"/> Hour <input type="checkbox"/> Day | <input type="checkbox"/> Shift <input type="checkbox"/> | | |

* If percent (%), please check off whether percent of **gross** or **scale earnings**.
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

The parties hereto agree to the above provisions numbered 1-9:

FOR IATSE or IATSE Local # 796 (Fill in applicable union Local #):

By: Eric Norberg President Eric Norberg
(Signature of Authorized Officer) (Title) (Print Name)

Date: September 28, 2022

International Representative: Kevin Allen
International Signature: Kevin Allen
Date: 9/28/22

FOR EMPLOYER:

RUSH Media Company, LLC 47-1421871
(Insert Name of Employer) (Employer Federal Tax ID No.)
503 Moravian Valley Rd. Waunakee, WI 53597
(Address) (City, State, Zip)
608-850-2796 / 608 358-2058
(Area Code/Telephone No.) (Area Code/Fax No.)

By: Tim Eichorst CEO Tim Eichorst
(Signature of Authorized Officer) (Title) (Print Name)

Date: September 29, 2022

PAYROLL COMPANY (If Applicable)

XLT
(Payroll Company) (Name of Contact Person)
(Address) (City, State, Zip)
(Area Code/Telephone No.) (Area Code/Fax No.)