

Collective Bargaining Agreement between IATSE Local 796 and Program Productions, Inc.

This Agreement is made and entered into as of September 30, 2013 by and between Program Productions, Inc., herein designated as "Employer," and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its Territories, and Canada, AFL-CIO CLC, and its Local 796 of Texas, herein designated as "IATSE" or "Union."

This Agreement describes elements of a mutually supportive alliance between the parties above. The Union fully supports the Employer and purposes to work for the financial success and business benefit of the Employer in all aspects of the Employer's television business endeavors. The Employer fully respects and appreciates the Texas Freelance Union Employees, and purposes to employ them as fully as reasonably possible, to pay them fairly for their work, to participate in providing of employment benefits, and to encourage them in their career growth.

ARTICLE I

Recognition, Jurisdiction, and Application of Agreement

Section 1 – Recognition

The Employer hereby recognizes the IATSE as the exclusive bargaining representative and agent for all freelance technical production crew members employed by Employer in the job classifications described below in connection with live broadcast and 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. Employer's equipment is not under the jurisdiction of the Union.

Section 2 - Inclusions

The following Crew Positions are to be included under this Agreement. This list may be updated from time to time with the consent of all parties to reflect changing equipment and production positions. Technical Director, Audio Mixer (A-1), Audio Assistant (A-2), Specialty Microphone Operators (A-3), Video Operator (V-1), Video Assistant (V-2), Graphics Operator, Font Coordinator, Camera Operator (including ENG and directly and remotely operated cameras), Record / Playback 3(Operator), Record / Playback 2 (Editor) and Record / Playback 1 (Lead), Stage Manager, Utility Technicians, Runner, Statisticians, Score Box Operator, Red Hat/Time Out Coordinator.

Section 3 – Exceptions

If a Red Hat or Time Out Coordinator is hired by a school or league directly, these individual(s) are not covered by the terms of this Agreement for any purpose whatsoever.

Section 4 - Exclusions

All Employees not covered under Section 2 above, including but not limited to maintenance personnel (e.g., Maintenance Engineers), mobile unit engineers, transportation personnel (e.g., Drivers), and management and security personnel are not included under this Agreement. In addition, Employer may use staff or salaried personnel of the Employer, or affiliated companies, for crew positions if there is an emergency need to cover that position and no other qualified individual is available.

Section 5 - Applicability of Agreement

- (a) This Agreement shall be applicable to all Employees registered and engaged through the Employer's office to perform work within the job classifications or categories contained herein, subject to Article I.
- (b) The wage scales and working condition provisions of this Agreement shall be minimums and Employees shall not be precluded from receiving better conditions from the Employer than those outlined in this Agreement.
- (c) The parties acknowledge that productions other than those contemplated herein may arise. The parties shall meet and confer as to modification, if any that should take place for work performed on non-sports related shows. If no such agreement is reached one week prior to the event, the terms and conditions of the Agreement shall apply.
- (d) Listing of the above classifications is not intended to create individual or collective exclusive jurisdictions, staffing requirements or manning requirements. 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.
- (e) The Employer shall notify the employee at the time of engagement as to the applicable tiered pay structure.

ARTICLE II

Union Security

Section 1 – Employer New Hire Notifications

Within thirty (30) calendar days of initial hire of any Employee covered by this Agreement the Employer shall notify the IATSE of the name, address, social security number, date of hire and classification of the Employee. The Union shall, upon verification of qualifications, offer to include such Employees onto the Referral List under the provisions described in Article IV.

Section 2 – Deductions

The Employer agrees to deduct certain Union dues and fees from all wages earned by Employees covered by this Agreement who have authorized said deductions. The Union shall notify the Employer of the percentage of gross wages owed and the Union and Employer will maintain a signed dues deduction authorization form for each Employee. The Union will make such authorizations available to the Employer effective with the start date of this Agreement and thereafter on an annual basis. The Union will also submit to the Employer on an ongoing basis a list of all Employees who have chosen to withdraw their authorization of said check-off forms. The Employer shall provide to the Union summary wage reports monthly by the tenth (10th) day of the month following the close of each pay period for all Employees covered by the terms of this contract.

Section 3 – Subcontracting

(a) – Limits on Subcontracting

The Employer may not subcontract with third parties for the performance of work within the scope of this Agreement unless the Employer determines that insufficient qualified freelancers are available and/or special skills or equipment is needed and cannot be supplied by the Employer. As an exception to the previous sentence, a party of this agreement may subcontract to another signatory IATSE Local 796 company.

(b) – Notification and Consultation

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. The Employer shall endeavor to inform the Union of such changes at least thirty (30) days prior to implementation, or as soon as practical if changes are to be made with less than thirty (30) days' notice.

ARTICLE III

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 to:

1. hire, suspend, transfer, promote, demote and discipline Employees and to maintain and improve their discipline and efficiency;
2. lay off, terminate, or otherwise relieve Employees from duty; eliminate, change or consolidate jobs;
3. install new jobs;
4. direct the method and process of doing work and to introduce new and improved work methods or equipment;
5. determine the location where work is to be performed;
6. determine the starting and quitting times, the time for lunch and rest breaks, the number of hours to be worked, and the Work Week;
7. make and modify rules and regulations that the Employer deems necessary for the conduct of their business and to require their observance; *and*
8. determine complement, size, and positions required by any job.

ARTICLE IV

Hiring Practices

Section 1 – The Referral List

The Union will maintain and provide to the Employer a Referral List of qualified individuals as well as the positions

for which each is qualified. Inclusion of an individual on the Referral List constitutes a representation by the Union that it has examined the experience and qualifications of that individual and has determined that the person is qualified to perform the jobs indicated. The Union will accept to the Referral List all Employees of the Employer without discrimination of any kind and regardless of Union membership. It is understood that Employees referred by the Employer will be determined to have met the minimum qualifications necessary for inclusion on the Referral List.

Section 2 – Preference of Employment

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

Section 3 – Irregularities and Exceptions

- (a) Other than as provided for below, the Employer may hire any person for one event outside the Referral List, but such person must be referred to the Union for inclusion on the Referral List if their performance was deemed to be acceptable by the Employer. The Employer shall notify the Union of such try out status before the Employee's actual workday.
- (b) Employer may hire anyone at any time even if not on the Referral List, but such hires are limited to an aggregate of ten (10) days of hire per year per Employer. The Employer shall notify the Union of such non-list employee before the Employee's actual workday, or as soon as practicable thereafter.
- (c) If a client of the Employer, not including any parties to this Agreement, requests an Employee for an event, then the Employer may hire that individual whether or not the individual is on the Referral List and such hire will not be applied against the aggregate of ten (10) days described above in this Section (3).
- (d) If, in a designated location other than Houston, Dallas, and San Antonio there are insufficient Employees available for employment from the Union's Referral List in such designated location, the Employer may hire any person; however, before hiring such person a fourth (4th) time in the same calendar year that person will be required to be included on the Referral List. The Employer shall notify the local of such non-listed employee before the employee's actual workday.

Section 4 – The Hire List

The Employer shall maintain its own Hire List based on fair and equal criteria applied uniformly to each person on the Referral List. The Employer and the Union agree that qualified, experienced personnel, as determined by the Employer, shall staff all positions unless training arrangements have been made in advance.

Section 5 – Just Cause

Employees may be moved within or removed from the Employer's Hire List at the Employer's discretion for just cause. The Employee, with a copy to the Union, shall be notified of such status changes along with the reason for such change in writing.

Section 6 – Open Union and Referral

- (a) The Union agrees that it is and will continue to be an open union, and that it will keep its membership rolls open to admit to membership Employees engaged by the Employer and otherwise meeting membership criteria.
- (b) The Union agrees not to impose any fees in excess of customary and normal fees required of members and those on the Referral List to the Union upon eligible Employees of the Employer who wish to join the Union or wish to be referred by the Union.
- (c) The Union agrees that fees and obligations for Employees who only want to be Referred by the Union (as provided in Article IV, Section 1) will be generally based upon costs and liabilities incurred by Union to examine, qualify, and represent all of the Employer's Freelance Employees.
- (d) Eligibility for inclusion on the Referral List for preferred employment requires the payment of a uniform fee by all registrants. Failure by an Employee to satisfy the financial obligations required for inclusion on the Referral List shall result in an Employee's removal from the list and ineligibility for preferred employment.
- (e) The Union and the Employer agree that upon fifteen (15) days notice from the Union that an Employee has been removed from the Referral List for failure to satisfy his/her financial obligation, the Employer shall remove the Employee from any confirmed assignment.
- (f) The Union shall notify the Employer within five (5) business days of payment received that the Employee's status has changed.

Section 7 – Employee Replacement Obligation

If an Employee has been offered an event to work and the Employee accepts that offering, the Employee may not cancel unless a replacement satisfactory to the Employer is found. The Employer shall assist the Employee by providing names and phone numbers of other workers that would be acceptable replacements, but it is the responsibility of the Employee to find the replacement. This Article shall not apply to cancellations due to medical or other emergency. If the Employer agrees to accept responsibility for the substitution, no further action is required on behalf of the Employee.

ARTICLE V

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. Arbitration provisions shall not apply to this Article (V) if an Employee has recourse *via* State or Federal agencies of competent jurisdiction.

ARTICLE VI

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 all parties to this Agreement that honoring a lawful IATSE picket line, sanctioned by the IATSE International President, shall not constitute a cause for discipline as defined by this Agreement.

ARTICLE VII

Stewards

The Union may appoint one (1) Steward for each production. No Steward shall be subject to penalty, discipline, layoff, or discharge for any act in the performance of his/her duties as Steward and acting by the authority of the Union provided he/she continues to perform his/her job responsibilities in a manner acceptable to the Employer. The Employer must provide crew lists in advance so that a Steward may be assigned (posting the list on the Employer's website shall be considered adequate under this provision).

ARTICLE VIII

Access

Up to two (2) representatives of the Union shall be permitted access to all sites where persons covered by this Agreement are performing services. The Employer is not responsible for restricted admittance policies, but will use its best efforts to assist Union Representatives with access difficulties.

ARTICLE IX

Grievance and Arbitration

Section 1 – Grievances

In the event that the IATSE or the Employer contends that there is a violation of a provision of this Agreement, the following procedures shall be applicable:

(a) – Notice

Within ten (10) business days of the time the Employee or the Union knew (or reasonably should have known) of the event giving rise to the grievance, the grieving party must give written notice to the other party of the claim. No grievance may be filed later than ninety (90) days after the grieved event except in the cases of reasonable and timely payment of health and welfare benefits or Employee compensation.

(b) – Meeting

A representative of the IATSE and a designated representative of Employer shall, within ten (10) business days after service of notice of the claim, confer by phone and discuss the matter and attempt to effect a settlement of said controversy or dispute.

(c) – Arbitration

In the event that such controversy or dispute is not settled by the Employer and the IATSE within twenty (20) business days after the notice given pursuant to subparagraph (a) above, or within ten (10) business days after the conference referred to in subparagraph (b) above, then such controversy or dispute may be submitted to arbitration. The demand for arbitration must be made in writing by either the IATSE or the Employer no later than forty (40) business days after written notice referred to in subparagraph (a) above. Each party shall bear half the cost of the arbitrator's fees and expenses.

(d) – Arbitrator Selection

An arbitrator shall be selected from a lot obtained from the Federal Mediation and Conciliation Service, or the American Arbitration Association at Employer's expense, by alternate striking of names, with the Union going first.

Section 2 – Limits of Arbitrator

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.

Section 3 – Arbitrator Authority

The decision of the arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.

Section 4 – Time is of the Essence

If a grievance is not processed at any stage in accordance with stated time limits, it shall be deemed withdrawn. All time limits in Section 1 of this Article (IX) are subject to extension, but only by mutual written agreement.

Section 5 – Past Practices

The Employer is not bound by any past practices or understandings except to the extent such past practice 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.

ARTICLE X

Minimum Conditions

Section 1 – Wages

The minimum Contract Wage Rates and conditions shall be as outlined in Appendix A. All contract rates will be increased as follows:

September 1, 2014 through August 31, 2015: Increase rates by two and one half percent (2.5%).

September 1, 2015 through August 31, 2016: Increase rates by two and one half percent (2.5%).

September 1, 2016 through August 31, 2017: Increase rates by two and one half percent (2.5%)

Section 2 – Work Day and Work Week

- (a) A regular Work Day shall be computed by totaling the number of hours between the time an Employee reports to work at the mobile unit (but no earlier than specified by the Employer) and the time the Employee is dismissed by the management representative or the EIC on site at the end of such work day, including meal periods.
- (b) The work week is currently defined as Monday through Sunday. The Work Week may be amended from time to time, not to exceed three (3) times per calendar year, upon a thirty (30) days' notification to the Union. If any party wishes to discuss this provision, such meeting will occur within the thirty (30) day notification period.
- (c) All Employees shall be guaranteed a ten (10) hour minimum call (with corresponding pay) for each day worked, unless otherwise provided for in this Agreement.

Section 3 – Overtime

- (a) Employees shall be compensated at the overtime rate of one and one half (1.5) times the regular rate of pay hereinafter provided in Appendix A after eight (8) elapsed hours in one (1) day OR after forty (40) elapsed straight time hours in one (1) work week.
- (b) For Employees, any actual hours worked in excess of fourteen (14) hours in any one (1) work day shall be compensated at two (2) times the regular rate of pay hereinafter provided in Appendix A.
- (c) It is specifically understood that there shall be no pyramiding of overtime pay and other premium payments made under any of the provisions of this Agreement.
- (d) **Holidays**

If an Employee is engaged to work or travel on any of the holidays listed below, the employee will be compensated at the rate of one and one-half (1 ½) times his/her applicable rate of pay for the daily guarantee. Employees shall be paid two (2) times their base rate of pay for all hours worked in excess of the minimum guarantee. Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day shall be deemed holidays under the terms of this Agreement. All holidays are considered to be the twenty-four (24) hour period of the day in question with the exception that the Christmas holiday shall start at 6 p.m. on Christmas Eve and end on midnight at the end of Christmas Day. Effective in 2015, Memorial Day shall be added to the list.

Section 4 – Meal Periods

- (a) Employees whose actual Work Day exceeds six (6) hours shall receive a one (1) hour meal period. All meal periods shall be compensated starting and ending at the mobile unit. The meal period shall be scheduled as near to the midpoint in the workday as possible.
- (b) In the event an Employee whose actual Work Day exceeds six (6) hours misses all or part of a meal break due to work, he/she will be compensated an additional hour at one and one-half (1.5) times their straight Contract rate of pay, as set forth in Appendix A. In order for an Employee to receive a missed meal authorization, the Employee or the Union Steward will inform the Employer or the client (Producer or Tech Manager) of the Employee's need to work through the meal period or change the work schedule to accommodate the full meal period.
- (c) In the event the Employer elects to cater meals on site, the meals will be provided at no cost to the Employees and the Employer 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, where the only food service facilities are more than fifteen (15) minutes' drive time, Employees shall be given an extended meal period for travel whenever possible. Time will be extended thirty (30) minutes in such instances. The Employer must approve extended meal periods.
- (e) If an Employee works in excess of fourteen (14) elapsed hours, in addition to premium pay, a second one-half (.5) hour meal break shall be due.

Section 5 - Rest Periods

- (a) The Employer shall grant rest periods during television program rehearsals or relief periods for each job function during an extended television broadcast, such as a baseball double header, whenever possible to do so. All Employees shall be granted at least two 10-minute breaks plus a meal break during a ten-hour shift as required by law.
- (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:
 - 1. A premium of one and one half (1.5) times the Employee's Contract rate, as set forth in Appendix A, shall be paid for any hours of the following day's work that invade the ten (10) hour rest break;
 - 2. The Employer shall provide nearby housing;
 - 3. Transportation to or from home, the event location, or the airport;
 - 4. 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.

Section 6 – Canceled Calls

- (a) **Cancellation of Entire Event**
If the Employer cancels an assignment of a previously booked Employee less than 10 days prior to the event and specifically due to an entire event or broadcast of that event being canceled, he/she shall be compensated on the same basis as the Employer's cancellation policy as stated in its vendor contract to the extent that the Employer itself is able to collect such a cancellation fee from its client. The Employer will produce a copy of the contract cancellation clause of its agreement, if any, for any event in question.
- (b) **Cancellation of Employee(s)**
If the Employer's entire broadcast is not canceled, the Employee whose assignment has been cancelled shall be compensated one-half (.5) of his/her day rate for less than seventy-two (72) hours' notice, and a full day rate for less than twenty-four (24) hours' notice. If the Employer offers the Employee another job during that same time period, no additional fee shall be due as long as the job compensation is equal and circumstances relating to that job are similar (e.g. similar location or similar time frame).
- (c) **Force Majeure**
In the event that operations are temporarily curtailed in whole or in 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.

Section 7 – Parking

Whenever possible, parking shall be arranged by the Employer at all event locations. In the event that only pay

parking is available, the Employer shall reimburse the actual cost to the Employee per day for parking. The Employer may specify preferred lots in the area in which Employees shall park, space permitting, and parking rates for those lots shall constitute the maximum reimbursable expense unless there is no space available in the preferred lot(s), in which case the Employer will reimburse actual expense paid of up to twenty dollars (\$20). When an Employee has accepted a package of events, parking passes and credentials will be issued ahead of time for those events if possible. The Employer must be notified by email, facsimile, or phone of the actual amount incurred by the Employee for parking within twenty-four (24) hours of the end of the event. Actual hard copies of the parking receipts must be produced to the Employer within fifteen (15) days after the event.

ARTICLE XI Crafts

Section 1 – Technical Director

TDs will be paid an additional seventy-five dollars (\$75.00) for providing of a feed that requires dedication of a portion of the switcher (e.g. one ME) and requires a transition by the primary TD during the live broadcast.

Section 2 – Video Controller

An additional twenty-five dollars (\$25) per day per camera for shading more than six cameras and a booth camera (robotic cameras count as 2=1) when no V2 is hired. Cameras operated separately from game action, such as a locker room or post-game camera, shall not count.

Section 3 – Audio

- (a) On a show where there are two (2) “on camera” miked locations that are used either simultaneously or “back to back”, or if there are three (3) or more “on camera” talent locations used during the course of the workday, the Employer shall engage at least two Assistant Audio Technicians.
- (b) On an outdoor or large-field event when RF equipment is used on the field, at least a total of two (2) Assistant Audio Technicians shall be engaged. However, if there are already two (2) Assistant Audio Technicians on the job, no additional hires need to be engaged for this requirement.
- (c) Audio Assistants shall not be asked to perform the duties of the stage manager or operate cameras.

Section 4 – Robotic Camera Operators

Robotic Camera Operators shall not be required to operate more than two robotic cameras at any one time.

Section 5 – Record/ Playback Operator

- (a) Record/Playback 3 (RO) – If an operator is functioning in a replay only capacity, such operator will be paid in accordance with this subparagraph. Such operator shall not be required to run more than two machines that require attention in this position.
- (b) Record/Playback 2 (Editor) – If an operator is required to edit material in addition to the responsibilities described in (a) above, or is operating a six (6) channel replay machine, such operator will be paid in accordance with this subparagraph.
- (c) Record/Playback 1 (Lead) – If an operator has responsibilities that include editing material, X-file library media management, and melt reels, such operator will be paid in accordance with this subparagraph. Additionally, at least one (1) person on each production shall be assigned the Lead position. If an EVS System with more than six (6) channels is to be introduced, the parties will negotiate over the appropriate terms and conditions for such use. Additionally, if there is any deviation from the current staffing norms (which has been a two person room on Dual-feed shows and three person room on home shows) the parties will also negotiate over such staffing changes.

Section 6 – Graphics

If no Graphic Coordinator is hired, the operator shall be compensated an additional five dollars (\$5.00) per hour, added to the base hourly rate set forth in Appendix A.

Section 7 – Utility

All hand-held camera operators shall be assigned dedicated utility-workers any time the camera is on the operator's shoulder and substantial movement is required at the time (e.g., this would not apply to a corner hockey position by current practice).

Section 8 – General Working Conditions

- (a) An Employee whose call was for a given classification but is then assigned the duties of another classification

- for more than thirty (30) minutes 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 thirty (30) minutes or less in duration.
- (b) If an Employee must leave the work site, the Employee will be paid for actual hours worked.

ARTICLE XII

Payment of Wages

Section 1 – Payment Schedule

The Employer shall pay all wages and fees due to the Employees at least monthly, not later than twenty (20) calendar days following the close of each pay period. All payments to the IATSE National Health and Welfare Funds, the IATSE Pension Funds, and the IATSE National Annuity Fund must be made monthly by the tenth (10th) day of the month following the close of each pay period.

Section 2 – Employee Handling of Cash

At no time shall the duties of any Employee covered by this Agreement include the handling of Employer's cash.

Section 3 – Reporting of Payment

On no less than a monthly basis, the Employer shall provide information to each Employee regarding a breakdown of all monies paid to the Employee from the previous pay period(s), including payments to the IATSE Benefit Funds referenced in Section 1 above.

Section 4 – Direct Deposit

When the Employer chooses to utilize a Direct Deposit method for payroll disbursement, Employees must complete and have on file in Employer's office W-4 and I-9 forms with supporting documentation and, where applicable, Direct Deposit authorization before their first day of work and before payroll deposits will be released. The Employer will provide Employees with necessary forms for direct deposit prior to their first day of work, or at the worksite on the date of initial hire.

ARTICLE XIII

Safety and Health

Section 1 – Safety Gear

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

Section 2 – Communication of Production Requirements

The Employer shall make their best effort to transmit the requirements for the production at the earliest possible time before the day of set up or broadcast.

Section 3 – Reporting and Investigation of Safety Concerns

If a possible unsafe situation occurs during an event, the potential problem should immediately be reported to the EIC on site. The EIC will consult with the Union Steward and shall make any adjustments to hazards that he/she feels need immediate attention. No Employee shall be disciplined or discharged for failure to participate in an activity that exposes the individual to danger beyond risks inherent in the job.

Section 4 – Safety Committee

- (a) An active and authoritative Safety Committee consisting of at least one (1) member of the Union from each production city and a management representative shall be established and shall meet in person or by phone 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.
- (b) Any Employee can inform the Safety Committee of possible unsafe working conditions. The Committee will investigate and, within five (5) business days, 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) business days and corrected as needed if the condition is under the Employer's control.

Section 5 – Access to Rest Rooms

Where access to rest rooms is considered inconvenient, management will provide or seek from the venue adequate facilities near the truck location.

Section 6 – Access to Water

Cool water will be made available within the truck compound from the start to the end of the work call.

ARTICLE XIV

Double Headers and Other Productions

Section 1 – Minimum Call on Double Headers

Ten hour-call Employees scheduled to work a double header will be paid a minimum of fourteen (14) hours (with overtime after eight (8) hours) unless relief personnel are engaged.

Section 2 – Working a Double Header for Two Separate Rights Holders

At a scheduled double header where the first event is done for one client or rights holder and the second event is done for a separate unaffiliated client or rights holder, Employees who work on both events shall be paid as two (2) ten-hour minimum calls, with overtime based on the terms of this Agreement, except that with respect to late call personnel, the terms of this Agreement shall apply.

Section 3 – Day/Night Double Headers

When there is a day-night double header and there are more than three (3) hours of call time break between the end of one game and the beginning of another, such break time shall not be paid.

Section 4 – Working Two Separate Calls in the Same Day

Employees who are engaged for two (2) separate events (other than a baseball double-header as noted above) by the same Employer (e.g., Program Productions) in the same day shall be paid at least two (2) minimum calls.

Section 5 – Meals for Employees Not Provided with a Break

An acceptable meal shall be provided for those Employees unable to take a break.

ARTICLE XV

Training and New Technology

Section 1 – Training for Employees

The Employer and the Union agree that it is important for Employees to continue to advance their skill and abilities. As new technology emerges, the Employer's preference will be to train current freelancers in the new technology.

Section 2 – Employees Working as Trainers

The Employer and the Employee designated to do the training will mutually agree on compensation to train or supervise training of another Employee.

ARTICLE XVI

Labor – Management Committee

A Labor – Management Committee shall be established. The committee shall meet at least annually to discuss issues brought before it. Any member of the committee can submit issues for committee consideration.

ARTICLE XVII

Travel

Section 1 – Home Base

For the purpose of this section, each Employee will establish one (1) city in which he/she shall be considered a local hire, regardless where the Employee may actually reside. An Employee may change his/her declared locality up to two (2) times per year.

Section 2 – Compensation for Travel Expenses

When Employees are asked to report to a distant location, defined as seventy (70) miles or greater from the (center of the) city in which they have declared themselves to be local, the following shall apply:

- (a) When pre-approved by Employer, cab fare, tolls, and airport parking shall be reimbursed at the actual cost to the Employee upon timely submission of original receipts.
- (b) *Per diem* shall be paid to each Employee for meals and incidental expenses at an amount equal to the GSA rate for the city or region in which the traveling Employee is working or being lodged, whichever is higher. Employer shall inform employee of applicable *per diem* rate at time employee is engaged or as soon as practicable, thereafter. Half of this amount shall be paid for travel only days of less than five (5) hours.

In determining distances traveled by an Employee which shall require travel compensation, as detailed throughout this Article (XVII), the centers of the following cities shall be:

- Austin (MLK Blvd and I-35)
- Dallas (SH183 and SH360)
- Houston (Commerce and US-59)
- San Antonio (Commerce and Alamo)

Section 3 – Expenses Covered

If pre-approved by the Employer, the following expenses will normally be billed directly to the Employer:

- (a) The cost of single room hotel accommodations;
- (b) The cost of rental cars, which shall be appropriate to the compliment of crew with space for luggage and equipment; *and*
- (c) The cost of airfare.

Section 4 – Payment of Expenses

On occasion, direct billing to the Employer may not be possible and the Employee will have to pay the cost and be reimbursed, but only if the expenses have been pre-approved by the Employer. The Employee will be reimbursed based on original receipts, credit card statements, or other proof of payment submitted to the Employer within fifteen (15) days of the cut-off for submitting expense reports. Those cut-off days are the 1st and the 16th of the month.

Section 5 – Compensation for time Spent Traveling by Common Carrier

Employees traveling by common carrier shall be compensated at one half of his/her Day Rate if time spent traveling to or from a remote location does not exceed five (5) hrs. If time spent traveling exceeds five (5) hours he/she shall be paid his/her full Day Rate. Travel time shall begin one hour prior to scheduled departure of the carrier and end at the arrival time at the hotel or venue, whichever comes first, less any elective stops *en route*. Return travel will end upon the scheduled arrival time of the common carrier at the home city airport of the Employee. If the actual official arrival time is more than one hour after the scheduled arrival time, the Employee shall be compensated hourly (under common provisions of this Contract) until actual arrival time less any elective stops *en route*. To be compensated for a late arrival time, the Employee must first notify the Employer within twelve (12) hours of the actual arrival time by telephone, voice mail, or email. Travel periods shall not be included in time and/or overtime calculations for on-site workdays.

Section 6 – Compensation for Time Spent Traveling by Car

In lieu of compensation for travel time, Employees who travel by car more than fifty (50) miles from their declared local / home-base city, as defined in Sections 1 and 2 of this Article, shall receive the following drive-time allowance:

- More than 50 miles, less than 70 miles: \$25.00 each way
- More than 70 miles, less than 110 miles: \$50.00 each way
- More than 110 miles, less than 175 miles: \$75.00 each way
- More than 175 miles, less than 225 miles: \$100.00 each way
- More than 225 miles: one-half (.5) day pay or \$125.00 each way (whichever is higher)

This allowance does not include mileage costs for personal vehicles detailed in Section 9 of this Article, below.

Section 7 – Compensation for Voluntary Travel by Car

If an Employee is offered a common carrier travel by the Employer, but chooses to travel by car rather than by common carrier, he/she shall be compensated at the applicable common carrier rates as outlined in Section 5 above.

Section 8 – Employee Vehicle

Employees will not be required to use their own personal transportation to transport Employer's equipment. No Employee will transport any person or equipment they are not properly insured to transport.

Section 9 – Compensation for Use of Employee Vehicles

Employees who use their personal transportation for Employer's business and/or who must drive personal vehicles to

a job site more than fifty (50) miles from their declared local / home-base city will receive payment for mileage equal to the maximum amount allowed by the IRS (as adjusted from time to time) in addition to the travel allowance in Section 6 of this Article. Employees who elect to drive rather than travel by common carrier shall be reimbursed for mileage expenses according to the maximum allowed by the IRS (as above), but such mileage reimbursement payments shall not exceed an amount equal to the applicable (unused) airfare.

Section 10 – Travel by Car on a Holiday

Employees traveling by car more than fifty (50) miles from their production city on any of the holidays as defined in Article X, Section 3(d), of this Agreement, shall receive one and one half (1.5) times the drive-time allowance outlined in Section 6 of this Article.

ARTICLE XVIII **Health and Welfare**

Section 1 – Health and Welfare Employer Contributions

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

Effective September 30, 2013	\$5.50 per hour
Effective September 1, 2014	\$5.75 per hour
Effective September 1, 2015	\$6.00 per hour
Effective September 1, 2016	\$6.25 per hour

Section 2 – Annuity

The Employer shall contribute to the IATSE National Annuity fund four percent (4%) on gross wages for all hours worked or paid for (not including amounts in Section 1, above, and Section 3, below). In addition to the mandatory uniform employer contribution for all eligible employees, each such employee may elect to defer part of his/her salary, subject to statutory limitations and the rules of the Annuity Fund, and the employer will mail those salary deferrals to the Annuity Fund by the tenth (10th) day or each month following the end of the month in which the covered services were paid.

Section 3 – Pension

The Employer will phase in contributions to the IATSE Pension fund for each employee as follows:

Effective September 30, 2013	\$9.00 per Day Worked
Effective April 1, 2015	\$10.00 per Day Worked

Section 4 – Execution of Appropriate Documents

The Employer will sign appropriate documents needed to fully effectuate this Agreement.

Section 5 – Notifications and Correspondence

The parties recognize the practice of using e-mail correspondence as a preferred method of communication. The parties commit to provide each other with updated contact lists with corresponding e-mail addresses on an on-going basis.

ARTICLE XVIII **Separability and Savings**

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

ARTICLE XIX **Entire Agreement**

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

This Agreement shall be effective September 30, 2013 and shall continue until August 31, 2017. Negotiations for amended terms of a successor Agreement shall begin upon written request of either party.

For Program Productions, Inc.

By: [Signature]
Its: Vice President
Date: 10/8/13

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

By: [Signature]
Its: Int'l Representative
Date: 10/16/13


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

By: [Signature]
Its: PRESIDENT
Date: 10/15/13

APPENDIX A

Hourly Rates				
Craft	9/30/13 - 8/31/14	9/1/14 - 8/31/15	9/1/15 - 8/31/16	9/1/16 - 8/31/17
Technical Director	\$43.99	\$45.09	\$46.22	\$47.37
Audio A-1	\$40.63	\$41.65	\$42.69	\$43.75
Audio A-2	\$34.91	\$35.78	\$36.68	\$37.59
Video V-1	\$40.20	\$41.21	\$42.24	\$43.29
Video V-2	\$33.75	\$34.59	\$35.46	\$36.35
Specialty Mic Operator (V-3)	\$18.51	\$18.97	\$19.45	\$19.93
Record / Playback Operator 1	\$40.63	\$41.65	\$42.69	\$43.75
Record / Playback Operator 2	\$40.20	\$41.21	\$42.24	\$43.29
Record / Playback Operator 3	\$38.32	\$39.28	\$40.26	\$41.27
Standard Camera Operator	\$35.69	\$36.58	\$37.50	\$38.43
Handheld Camera Operator	\$38.32	\$39.28	\$40.26	\$41.27
Robotic Camera Operator	\$36.68	\$37.60	\$38.54	\$39.50
Graphics	\$40.63	\$41.65	\$42.69	\$43.75
Font Coordinator	\$34.84	\$35.71	\$36.60	\$37.52
Utility	\$18.51	\$18.97	\$19.45	\$19.93
Stage Manager	\$20.33	\$20.84	\$21.36	\$21.89
Redhat / TV Timeout Coord.	\$19.63	\$20.12	\$20.62	\$21.14
Score Box Operator	\$19.31	\$19.79	\$20.29	\$20.79
Statistician	\$14.52	\$14.88	\$15.26	\$15.64
Runner	\$13.32	\$13.65	\$13.99	\$14.34
ENG	\$51.45	\$52.74	\$54.05	\$55.41


Initial – PPI


Initial – Local 796


Initial – IATSE

Side Letter #1

Travel

Consistent with industry past practice, if an employee is transported in to the jurisdiction of a local union of the IATSE from another IATSE local union's jurisdiction where Program Productions, Inc. or any subsidiary or DBA of the Employer holds a Collective Bargaining Agreement (CBA) with the IATSE, the following shall apply:

1. The wage, benefit, travel, and per diem sections of the CBA of the Employee's home local shall travel with that Employee.
2. The working conditions of the CBA that the Employee travels to shall apply (e.g. rest periods, meal breaks, staffing, parking, etc.).
3. Employees that travel in from another jurisdiction shall not count against any accumulated number that applies to a local Union's referral roster waiver.


IATSE 796

10/15/13
Date


IATSE

10/16/13
Date


Program Productions, Inc.

10/8/13
Date