



NABET-CWA, LOCAL 41

AND

PROGRAM PRODUCTIONS, INC.

JANUARY 1, 2016

THROUGH

DECEMBER 31, 2019

NABET-CWA Local 41 (the Union) represents and warrants, and it is of the essence hereof, that it represents for collective bargaining purposes all of the employees of Program Productions, Inc. (the Company) covered by this Agreement, and the Company recognizes the Union as the exclusive bargaining agent for all such employees of the Company (the Union and the Company, the "party" or "parties").

Scope of the Unit and Employee Defined

The term "employee" as used in this Agreement applies to all technical employees when they are employed in studio or on remote locations, and includes but is not limited to, employees whose classification and wage scales are listed under Article XVII contained herein.

For all work covered by this Agreement, the geographic jurisdiction shall be a radius within seventy-five (75) miles, as measured from City Hall in Chicago, IL and/or twenty-five (25) miles, as measured from City Hall in Rockford, IL.

Program Productions must withhold income taxes, withhold and pay Company's portion of Social Security and Medicare taxes and pay unemployment tax on wages paid to all employees (as defined by the Internal Revenue Service). In addition, the Company will provide workers' compensation insurance coverage for all employees and shall provide to the Union upon request, on an annual basis, a certificate of such insurance coverage. Upon written request of the Union, a complete copy of such insurance policy shall also be provided.

ARTICLE I - NO DISCRIMINATION

Section 1.1

The Company will not discriminate against any employee for anything said, written or done in furtherance of the policies and aims of the Union as they are reflected in this Agreement. Neither the Union nor the Company will discriminate against any employee because of race, creed, age, sex, color, sexual orientation or national origin. It is understood that the preceding sentence will not be construed to prevent the Company from considering age when permitted to do so under applicable law.

ARTICLE II — EMPLOYMENT

Section 2.1

- a. Within thirty (30) calendar days of initial hire of any employee referred to in the Scope of Unit clause and elsewhere in this Agreement, the Company shall notify the Union of the name, address, social security number, date of hire, dates of employment and gross wages earned by such employee.
- b. As a condition of continued employment, all such employees shall, after twenty (20) actual working days (may be non-consecutive) within any two (2) consecutive years, be required to satisfy all financial obligations or become members of the Union and remain members in good standing in the Union during the term of this Agreement.
- c. The Company shall, as soon as practicable, supply the Union, on a show by show basis, an

advance report by e-mail or fax, which contains the following information: the date of the show, the name of the show and the names of all personnel assigned to work under this Agreement. This report will be in addition to the monthly CWA report.

- d. Any employee who fails to comply with the financial obligations above within ten (10) days after having received an appropriate written notice of delinquency from the Union (with a copy to the Company) shall be deemed ineligible for engagement by the Company beyond the end of the next complete pay period after Company receives notice of such ineligibility from the Union (with copy to the employee); the employee shall remain ineligible until Company receives written notice from the Union that the employee is once again in compliance. The Union shall indemnify and hold Company harmless against any claim or liability arising from the Company's compliance with any Union request to terminate an employee pursuant to this section.

Section 2.2 - Notice of Opportunities

The Company shall give either written or verbal notice to the Union of any opportunities for employment after the Company has done the initial hires in the classifications covered by this Agreement, and the maximum rate intended to be paid. Such notice shall be as much in advance as practicable.

Section 2.3 – Management Rights

The Union recognizes the Company'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 employees' 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 Company. All matters not specifically and expressly controlled by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company from time to time may determine. The parties expressly agree that the Company has the right to employ members of the bargaining unit based on the Company's determination of an employee's technical merit and professionalism, and is not obligated to recognize seniority. Further, specifically, and without limiting the generality of the foregoing, the Company has the sole exclusive right:

- a. To hire, suspend, transfer, promote, demote and discipline employees for just cause, and to maintain and improve their discipline and efficiency;
- b. To layoff, terminate, or otherwise relieve employees from duty;
- c. To eliminate, change or consolidate jobs as a result of changes in technology;
- 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 location where work is to be performed;
- g. To determine the starting and quitting times, the time for lunch and rest breaks, and the number of hours to be worked;
- h. To make and modify rules and regulations that the Company deems necessary for the conduct of its business, and to require their observance; and
- i. To make specific assignments based on:

- i) the historical assignment of the particular position;
- ii) the request of the client;
- iii) the individual's length of employment within the local market;
- iv) the individual's past and current availability;
- v) the individual's prior performance, work record and adherence to Company's standards and expectations;
- vi) the Company's obligations under any other trade union agreement; and
- vii) though not required, consideration of the individual's length of service with Company.

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

ARTICLE III — CHECK OFF

Section 3.1

The Company agrees to deduct one-point-six-seven percent, (1.67%) from the gross wages of its NABET-CWA represented employees, as such employee shall so request in writing to the Company, as periodic dues hereafter becoming due from such employee, and to transmit the money so deducted to the Sector Union Office as hereinafter provided. Any NABET-CWA represented employee desiring such deductions shall execute an effective dues checkoff authorization form.

This authorization and assignment is effective for a period of one (1) year from the date of the original checkoff authorization notice, and shall continue in full force and effect for yearly periods beyond the 1-year period set forth above unless revoked in writing by the employee. Such revocation by the employee shall be executed by written notice and sent via registered mail to the Union and the Company, and shall be effective thirty (30) days after receipt of such revocation by the Company. Furthermore, the Company may invalidate the assignment upon written notice to the Union if any court, agency of the United States or arbitrator holds, rules, or declares that any provision of this assignment violates either the Labor Management Relations Act of 1947 (as amended), or the Labor Management Report and Disclosure Act of 1959, or any other applicable statutory provision.

The total amount of any deduction shall be promptly transmitted by the Company by a check drawn to the order of the appropriate Sector office of the National Association of Broadcast Employees and Technicians-Communications Workers of America, at 501 Third Street, N.W., 6th floor Washington, D.C. 20001 no later than the tenth (10th) day of the month following the deductions. Upon issue of such check and transmission of same to the Assistant to the President, Chief Financial Administrator, of the above Union office, all responsibility on the part of the Company shall cease with respect to any amount so deducted. The Company shall not be bound in any manner to see to the application of the proceeds of any check. The Union and hereby agrees to indemnify and hold harmless the Company from any claim that may be made upon it for, or on account of, any such deduction from the wages of any employee.

ARTICLE IV — NO STRIKES OR LOCKOUTS

Section 4.1

a. The parties agree that the Dispute Resolution provisions contained in this Agreement are fair and adequate, and shall be the sole and exclusive means of resolving any Disputes between members of the bargaining unit and/or the Union and the Company in all matters relating to the validity, interpretation, application, scope and/or administration of this Agreement.

b. Accordingly, neither the Union nor the members of the bargaining unit will instigate, promote, sponsor, engage in, or condone any strike, slowdown, stoppage of work, or any other intentional interruption of the Company's business (collectively, an "Interruption"), regardless of the reason. Any employee engaged in an Interruption may be subject to progressive discipline up to and including suspension or discharge. The Company agrees that there shall be no lockouts during the term of this Agreement (a "Lockout"). Shutdowns and/or layoffs due to lack of work shall not be considered a Lockout. Notwithstanding the foregoing, this subparagraph (b) shall not apply if a party fails to comply with the Dispute Resolution provisions contained herein and/or fails to comply with the final decision of an arbitrator. In such instances, prior to instituting an Interruption or Lockout, the nonbreaching party shall provide written notice to the breaching party no less than fourteen (14) days prior to the Interruption or Lockout, as the case may be.

Section 4.2

The Company will not assign, transfer or require employees to go to any radio or television station, transmitter, studio, property or remote site ("Other Location"), to perform the duties of employees who are on strike or to originate a program or programs especially for such station. In addition, the Company shall not take any disciplinary action against an employee for his or her refusal to cross a picket line at the Other Location which has been established by an authorized strike by members of the AFL-CIO.

ARTICLE V — TRANSFER OF WORK

Section 5.1

Except as otherwise set forth herein, the Company agrees that it will not transfer or subcontract any work or functions covered by this Agreement and presently being performed by employees in the bargaining unit, or to which employees are entitled under the terms of this Agreement, to persons outside the bargaining unit, provided that with respect to work or functions which in the past have been performed for the Company both by persons within and without the Bargaining Unit, the Company may continue to have such work performed outside the Unit to a degree no greater than heretofore. The requirements of this section shall not apply to subcontracting caused by equipment limitations.

The Company agrees that it will not assign a non-NABET represented employee to record a program covered by this Agreement for the Company, except as permitted by this Agreement.

Section 5.2 - Claims by Other Unions

In no event shall the Company refuse to assign an employee in any case where the Company would ordinarily assign an employee because of any claim made by any other Union in connection with the operation of specific technical equipment in any particular area, except where the venue requires the use of specific personnel or positions. In any other circumstances, the parties may exercise their

rights as heretofore. Notwithstanding the foregoing, the parties recognize that their industry is client driven and that various clients have historical or contractual relationships with other video production trade unions. As such, upon the request of a client having such historical or contractual relationship, the Company may perform work pursuant to a current, written collective bargaining agreement with such other video production trade union. Upon request, a copy of such collective bargaining agreement shall be provided to the Union. Any Dispute arising from the interpretation, application, scope and/or administration of this Agreement, including those Disputes involving jurisdictional issues raised by the Union, the Company and/or any other bargaining unit, shall be resolved pursuant to the Dispute Resolution provisions herein.

In the event of a Dispute, the Union will continue to perform current and future work assigned by the Company under this Agreement. Once the Company assigns work to the Union, the Union cannot be removed from the assignment until the contractual obligation between the Company and its client is terminated.

ARTICLE VI — DAILY HIRES

Section 6.1

Work Call: A work call is the time and place the Company sets for employees to report to work. At the time of the initial booking/confirmation of employment, the Company shall inform the employee of the job classification, wage rate and the prevailing collective bargaining agreement for the work engagement. Employees' paid time will start at the time set by the call, provided the employees are present at the respective points of call. Example: a work call is assigned by the Company and employees are advised to report to work at the Allstate Arena at 7:00 a.m. In order to be eligible for paid time, employees must be present at the Allstate Arena at 7:00 a.m. If employees arrive after 7:00 a.m., paid time will commence upon their arrival at the Allstate Arena. Notwithstanding anything to the contrary contained in this Agreement, an employee who arrives late for a work call shall be compensated only for the actual time worked. If an employee is sufficiently late (e.g., one hour or more) that a replacement crew person (another employee engaged to perform the late employee's job assignment) is brought in by the Company, the late employee will not be shown as present and no wage or other compensation is owed.

Section 6.2

Upon request, a copy of the "sign-out" sheet shall be sent to any employee(s) within three (3) calendar days following the commencement of the event. It is further understood that all wages shall be paid in full within thirty (30) days of the date the event is completed. If wages are not paid within thirty (30) days of the date the event is completed, the Company shall pay a penalty equivalent to 5% of the affected employee's gross wages for each week, or fraction thereof, beyond the thirty (30) day period.

ARTICLE VII — MINIMUM WORK DAY

Section 7.1

Employees may be hired on a daily basis to work a minimum of five (5) hours on any day at a rate of pay equal to one-half (1/2) of their daily base rate, based on a ten (10) hour work day, and shall not be entitled to any meal period. In the event that such employees are required to work more than five and one-half (5 ½) hours, they shall be paid the full daily base rate of ten (10) hours, and receive a full meal

period.

In the event the Company engages a daily hire employee and cancels such engagement forty-eight (48) hours from the start of his or her assignment, said employee shall be paid two (2) hours regular straight time pay if the engagement was for a five (5) hour call, four (4) hours regular straight time pay if the engagement was for an eight (8) hour call or longer, or five hours regular straight time pay if the engagement was a ten (10) hour call or longer. If the engagement is canceled twenty-four (24) hours from the day preceding the start of his or her assignment, said employee shall be paid for five (5), eight (8) or ten (10) hours pay, whichever is applicable.

If an employee has been offered an assignment and the employee confirms such assignment, the employee may not cancel unless a replacement satisfactory to the Company has been found by the employee. The Company shall assist the employee by providing names and phone numbers of other workers that would be acceptable replacements, but it is the responsibility of the employee to find the replacement. Criteria for such satisfactory replacement shall consist of an individual who has the skill necessary for the particular position, has previously worked for the client in that position without issue, and confirmation that the replacement individual is available and willing to work. This paragraph shall not apply to cancellations due to medical or other emergencies.

ARTICLE VIII — REGULAR WORK DAYS

Section 8.1 (a)

For employees involved in sports productions, or any other production classified by Program Productions as an "A" event, the minimum work day shall consist of ten (10) hours of pay consisting of eight (8) hours of straight time pay and two (2) hours of time and one half pay (collectively the "10-Hour Rate") and hours worked after ten (10) hours shall be regarded as Overtime and compensated at the Hourly Overtime Rate, all at the Wage Scale applicable to the employee as set forth in Article XVII.

Section 8.1 (b)

Employees involved in productions other than sports, or any other production classified by Program Productions as a "B" event, shall be guaranteed an eight (8) hour work day and compensated at the 8-Hour Rate and hours worked after eight (8) hours shall be regarded as Overtime and compensated at the Hourly Overtime Rate, all at the Wage Scale applicable to the employee as set forth in Article XVII.

Section 8.2

The work week shall be from 12:01 a.m. Monday through Sunday Midnight.

ARTICLE IX — NOTICE

All notices given pursuant to this Agreement shall be given in writing, signed by the person giving notice, and shall be given personally, by facsimile, by email, or by mailing by certified or registered mail, return receipt requested, postage prepaid and addressed to the party for whom intended, and sent to the addresses set forth below or the last address furnished in writing by such party to the other party. Notice by certified or registered mail shall be considered received and effective three (3) days after mailing. Notice by personal delivery shall be considered received and effective upon delivery.

Notice by facsimile or e-mail communication shall be deemed given: (a) on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. CST, otherwise it will be deemed to have been delivered on the next business day; and (2) when an facsimile or electronic confirmation of delivery has been obtained by the sender.

If to the Company:

Program Productions, Inc.
2050 Finley Road, Suite 80
Lombard, Illinois 60148
Attn: Steven W. Spurlock
Facsimile: (630) 792-9900

With hard copy to:

Vito P. LoVerde, Esq.
6318 Kingsbridge Drive
Cary, Illinois 60013
Email: VPL@LoVerdeLaw.com

If to the Union:

NABET-CWA Local 41
211 West Wacker Drive
Suite 1030
Chicago, Illinois 60606
Attention: J. Don V. Villar, Esq.
Facsimile: (312) 372-4111
Email: DON@NABET41.ORG

ARTICLE X — TURNAROUND / OVERTIME

Section 10.1

There shall be a minimum of ten (10) hours between the end of an employee's original schedule or any extension thereof on any regular work day and the start time of the next.

Assignments during any of the above turnaround periods shall be compensated at the applicable Hourly Overtime Rate for the portion of such assignment which encroaches on such turnaround period. The 10-hour turnaround period shall not apply if the infringing call time is for work with a second/separate client or rights holder.

Section 10.2 — Overtime / Long Tours

If an employee works more than eight (8) or ten (10) hours in any single tour, as applicable pursuant to the provisions of Article VIII herein, he or she shall be paid for all the hours in excess of eight (8) or ten (10) at the applicable Hourly Overtime Rate. After fourteen (14) hours, the employee shall be compensated at the applicable Hourly Double Time Rate; the foregoing shall not apply to Double Headers (two games in one day).

Section 10.3 - Holiday Pay

The following shall be deemed to be holidays irrespective of the day of the week on which the holiday may fall: NEW YEAR'S HOLIDAY (January 1st), MEMORIAL DAY (last Monday in May), FOURTH OF JULY (July 4th), LABOR DAY (first Monday in September), THANKSGIVING DAY (fourth Thursday in November) and CHRISTMAS HOLIDAY

(December 25th).

For purposes of this section, the work hours associated with the 'NEW YEAR's HOLIDAY' and the 'CHRISTMAS HOLIDAY' shall include all time from 6:00 pm on the eve of the holiday through and including the completion of the work shift.

Section 10.4

If an employee is required to work on any of the aforesaid holidays, the employee will receive, in lieu of other compensation, compensation at the applicable Hourly Double Time Rate.

Section 10.5

It is specifically understood that there shall be no pyramiding of pay made under the overtime or any other provision of this Agreement.

The maximum applicable hourly rate for any hours worked by an Employee shall be the applicable Hourly Double Time Rate.

Section 10.6 – Double Headers

An Employee assigned to a Double-Header (two games in one day) shall be paid time-and-a half (1.5x) for all hours, regardless of the total number of hours worked.

ARTICLE XI — MEAL PERIODS

Section 11.1

- a. The length of the employee's meal period shall be one (1) hour, and may be scheduled at the Company's discretion, between the start of the 3rd hour of work and shall be concluded by the beginning of the 7th hour.
- b. The Company may cater meals, in which event, the length of the employee's meal period shall be one-half (1/2) hour, and may also be scheduled at the Company's discretion within the time period stipulated in (a) above.
- c. In the event a meal period is missed pursuant to (a) or (b) above, or is one which the employee is unable to complete entirely, the employee shall receive a missed meal penalty in an amount equal to one (1) hour or one-half (1/2) hour as applicable, at the employee's Hourly Overtime Rate.
- d. Any employee who remains on duty for a period longer than thirteen (13) hours shall receive an additional paid meal period of twenty (20) minutes. In any case, the additional meal shall be scheduled not later than six (6) hours from the conclusion of the prior meal period. If the Company fails to provide such meal, the affected employee(s) shall be paid, in addition to all other compensation, a missed meal penalty of one (1) hour at the employee's Hourly Overtime Rate.
- e. It is expressly agreed that missed meal penalties shall not be considered actual time worked for the purpose(s) of triggering/calculating overtime.

ARTICLE XII — TRAVEL

Section 12.1

Employees will establish and report to Company their local residence and home work area (either Chicago or Rockford). A “Distant Location” will be defined as a work location that is more than seventy-five miles from: the employee’s local residence or City Hall in Chicago, whichever is closer to the work location (for Chicago employees); or from the employee’s local residence or City Hall in Rockford, whichever is closer to the work location (for Rockford employees). When an employee is asked to report to a Distant Location, the following shall apply:

- a. The employee shall be paid the mileage allowance as determined by IRS Regulations, upon receipt of proper documentation. In addition, employees shall be paid a per diem amount of fifty dollars (\$50) to cover meal and miscellaneous expenses for each day of such assignment.
- b. If an employee is required by the Company to stay overnight in connection with an assignment in a Distant Location, the employee will be reimbursed, upon receipt of proper documentation, for pre-approved reasonable hotel expenses (single occupancy accommodations), all rental car expenses (if approved in advance by the Company), highway system toll charges, and parking charges.
- c. In order to receive reimbursement for expenses incurred by the employee, the expenses must be reported to the Company within twenty-four (24) hours of the completion of the assignment, and receipts for the expenses must be provided to the Company within two (2) weeks of the completion of the assignment.

ARTICLE XIII — COLLECTIVE BARGAINING AGREEMENTS

Section 13.1

Upon written notice requesting specific collective bargaining agreements, the Union will provide the Company with copies of such contracts in effect with other employers during the term of this Agreement.

ARTICLE XIV — DISPUTE RESOLUTION

Section 14.1 – General Provisions

a. As used herein, “Dispute” shall mean any controversy grievance, dispute, or difference between the parties, including their respective officers, directors, agents, employees, assigns, and attorneys, arising out of or relating to: (a) the interpretation or application of this Agreement or any provision thereof; (b) the relationship of the parties hereto; (c) the validity, scope, or application of this Agreement, or any provision thereof, including specifically the grievance and arbitration provisions herein; or (d) the recognition and jurisdiction of the Union and/or jurisdictional disputes involving the Union (“Jurisdictional Dispute”) as more fully defined below. All Disputes shall be reduced to writing and processed in accordance with the procedures described below. The failure to submit a Dispute within the time periods set forth in this section shall constitute a bar to further action thereon.

b. All work assignments shall continue and proceed as assigned by the Company while the resolution (whether by the grievance procedure or arbitration) of any Dispute remains pending. There shall be no strike, walkout, shutdown, slowdown, sit-down, stay-in, boycott, sympathy strike, hand billing, demonstration, picketing, lockouts, work stoppage, refusal to perform work or other interruption of the Company's operations during the processing of any Dispute.

Section 14.2 - Grievance Procedure

All Disputes shall be presented in writing as soon as practicable after the party knew or should have known of the occurrence upon which the Dispute is based; provided however, in no event shall the Dispute be presented later than seven (7) days if the Dispute is a dismissal grievance, or later than thirty (30) days if the Dispute arises from any other cause.

Upon receipt of written notice of a Dispute, the Company and the Union (and the employee if applicable) shall, within ten (10) days, meet to attempt to settle the Dispute. If no settlement is reached within ten (10) days after this initial meeting, the Company and the Union (and the employee if applicable) shall meet again within ten (10) days thereafter and attempt to settle the Dispute. If no settlement is reached within thirty (30) days of receipt of the Dispute by a party, the Dispute may be submitted to arbitration under the following procedures.

Section 14.3 - Arbitration Procedure

Any Dispute not satisfactorily resolved pursuant to the above Grievance Procedure may be submitted to the American Arbitration Association ("AAA") for binding arbitration; provided however, such submission can only be made by the Union or the Company. The party seeking the arbitration shall place such demand for arbitration in writing, directed to the Union and the Company (and to the employee if applicable), within twenty (20) days after expiration of the thirty (30) day period set forth above in the Grievance Procedure. If a request for arbitration is not made within the time limit established herein, it shall be deemed withdrawn and shall not be further processed under, or be subject to, any obligations contained in this Section. Arbitration of the issue(s) shall be before a single arbitrator, mutually agreed upon by the parties, and shall take place in accordance with the rules of the AAA then in effect. If the parties cannot mutually agree on an arbitrator, either the Union or the Company may request that an arbitrator be appointed by the AAA. In the event that the Dispute requires a tripartite (three involved parties) or multi-party (more than three involved parties) arbitration (collectively, "Multiple Party Arbitration"), as more fully discussed below, the labor arbitration rules of the AAA shall govern, except that the arbitration shall be held within sixty (60) days of the request to arbitrate.

a. The authority of the arbitrator shall be limited to determining questions involving the interpretation or application of the terms of this Agreement. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of the Agreement, change an existing wage rate, or establish a new wage rate. The decision or award of the arbitrator shall be final and binding upon each of the parties, and they will abide thereby subject to such laws as may be applicable. Each party shall bear their own expenses of preparing and presenting its own case and compensating its witnesses. The cost, if any, of the neutral arbitrator and incidental expenses mutually agreed to in advance, shall be borne equally by the parties hereto.

b. Notwithstanding any other provision of this Agreement, no Dispute shall be arbitrable with respect to any matter involving the administration, interpretation or application of any insurance plans, or any other fringe benefits not mentioned in this Agreement in which employees are eligible to participate.

Section 14.4 - Jurisdictional Disputes

In addition to, and notwithstanding any provisions in this Agreement to the contrary, the following provisions shall specifically apply to Jurisdictional Disputes. These terms are intended to constitute an agreed-upon method for the voluntary adjustment of Jurisdictional Disputes that involve and will be binding on all affected parties.

a. The Company and the Union recognize that one or more other unions (“Competing Union(s)”) with other collective bargaining agreements with the Company (“Competing CBAs”) may now or in the future claim a Jurisdictional Dispute concerning the work performed pursuant to this Agreement. Such Jurisdictional Disputes may include, but are not limited to, a dispute between the Union, the Company, and the Competing Union(s) arising under either this Agreement or a Competing CBA concerning: (a) which union’s members should be assigned to a job; and/or (b) a dispute alleging that the Company has assigned work to a Competing Union in violation of this Agreement. Under such circumstances, the Union and the Company recognize and agree that the purpose of this Agreement would be only partially addressed by an arbitration that would not be binding on all affected parties. As such, the Union and the Company agree to use the Multiple Party Arbitration procedures set forth herein as their exclusive method of resolving any Jurisdictional Disputes that arise under this Agreement or a Competing CBA, and that this provision shall supersede any contrary terms contained in this Agreement or in a Competing CBA.

b. In the event a party becomes aware of a Jurisdictional Dispute between the Union and a Competing Union(s), that party shall provide written notice of the claimed Jurisdictional Dispute to the other party and to the Competing Union(s) involved within five (5) days after the party knew or reasonably should have known of the Jurisdictional Dispute. After providing such written notice, the Union shall request a meeting with the Competing Union(s) and the Company to discuss a possible resolution. If a resolution cannot be reached after this meeting, the Union, the Company or the Competing Union(s) may submit the Jurisdictional Dispute to the AAA pursuant to the Multiple Party Arbitration procedures set forth in this Section. The decisions rendered in the Jurisdictional Dispute by the arbitrator shall be final, binding, and conclusive on the Company, the Union and the Competing Union(s).

c. In the event of a Jurisdictional Dispute between the Union and a Competing Union(s) whose Competing CBA with the Company does not contain substantially similar provisions for Multiple Party Arbitration of Jurisdictional Disputes as set forth herein, the Company and the Union will attempt to meet and confer with the Competing Union(s) and attempt to reach agreement on procedures to resolve the Jurisdictional Dispute through Multiple Party Arbitration. If the parties are unable to reach such an agreement, the Company and Union agree to submit the Jurisdictional Dispute to arbitration pursuant to the arbitration provisions contained in the CBA, with the intent that the Jurisdictional Dispute be resolved in a single Multiple Party Arbitration proceeding involving the Company, the Union and the Competing Union, and that the arbitrator’s decision on the Jurisdictional Dispute shall be final, binding, and conclusive on the Company, the Union and the Competing Union(s).

Section 14.5

If the Company has made contractually required contributions to any of the benefit funds under a Competing CBA, the Company shall only be required to make a parallel or double contribution to a benefit fund under this Agreement for the same hours worked if there has been compliance with the Dispute Resolution procedures herein and an arbitrator orders such contributions to be made.

ARTICLE XV — REST PERIODS

Section 15.1

It is the intention of the Company to continue the practice of granting a reasonable rest period during television program rehearsals or a reasonable relief period for each job function during an extended television broadcast such as a football game whenever possible to do so.

**ARTICLE XVI
EQUIPMENT EXCESSIVE IN WEIGHT**

Section 16.1

The Company recognizes that employees must not be required to handle equipment which is cumbersome or whose weight is excessive. The question as to whether a particular piece of equipment is cumbersome or excessive in weight under all circumstances may be submitted as an immediate grievance.

**ARTICLE XVII
CLASSIFICATIONS AND WAGE SCALES**

Section 17.1

Groups for the purpose of Scope of Unit, classification and minimum wage scales shall be as follows: *(Program Productions shall not be required to employ or assign one or more employees to the classifications or groups set forth below except as required by the needs of the production as determined solely by Program Productions).*

Operations Group I

Who may perform one or more of the following duties:
Field Setup Person's duties/Utility/ Assist in lighting operation in the field Cable Puller
Dolly Grip
Parabolic/Shotgun Operator
Bug Box Operator/Game Box Operator

Minimum Wage Scale:	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Daily 8-Hour Rate	241.699	246.533	253.929	261.547
Daily 10-Hour Rate	331.500	338.130	348.274	358.722
Hourly Overtime Rate (8 to 10 hrs)	45.319	46.225	47.612	49.040

Hourly Overtime Rate (After 10)	49.850	50.847	52.373	53.944
Hourly Double Time Rate	66.467	67.797	69.831	71.925

Operations Group II

Field Engineers
Video Camera Engineers
Robotic Camera Engineers*
Hand-Held Camera Engineers*
Steadicam and Jib Engineers*
Recording Engineers
Transmitter Engineers
Light Direction Engineers
Receiver Maintenance Engineers
EVS Operators
Microphone Boom Operators
Video Control Engineers
Video Recording Device Engineers
Video Recording Device Technical Editing Engineers
Sound Effects Technicians
Cuing Device Engineers (when device is mounted on technical equipment)
Video Tape Engineers
Audio Control Engineer
Camera Dolly Operator
Boom Dolly Operator
Graphic Playback Engineer
Adjust microwave receive and transmitting parabolas
Video Control Engineer
Graphic Design Engineers
Maintenance Engineer
Transmission Engineer
Audio and Video Facilities Engineer

Premiums: As applicable, one of the following Premiums, non-cumulative:

*Robotic camera, hand-held, Steadicam and jib engineers shall receive a daily premium stipend of twenty-five dollars (\$25) for each day so assigned.

Engineers assigned to shoot 'ENG' for any production shall receive a daily premium stipend of seventy-five dollars (\$75) for each day so assigned.

Engineers assigned to operate/shoot an R/F, wireless or bonded cellular (e.g. Dejero or Livevu) camera shall receive a daily premium stipend of one hundred dollars (\$100) for each day so assigned. A Utility will also be assigned to assist the Engineer operating such camera.

Minimum Wage Scale:	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
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Daily 8-Hour Rate	331.663	338.296	348.445	358.899
Daily 10-Hour Rate	456.032	465.152	479.107	493.480
Hourly Overtime Rate (8 to 10 hrs)	62.186	63.430	65.333	67.293
Hourly Overtime Rate (After 10)	68.405	69.773	71.866	74.022
Hourly Double Time Rate	89.166	90.950	93.678	96.489

Operations Group III

Show Technical Directors, Senior Audio, Senior Video, Graphics, Lead EVS and any other employee so classified by Program Productions.

Minimum Wage Scale:	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Daily 8-Hour Rate	394.046	401.927	413.985	426.405
Daily 10-Hour Rate	541.814	552.650	569.230	586.306
Hourly Overtime Rate (8 to 10 hrs)	73.884	75.361	77.622	79.951
Hourly Overtime Rate (After 10)	81.272	82.898	85.384	87.946
Hourly Double Time Rate	108.363	110.530	113.846	117.261

In the event that ABC, NBC, or WFLD utilize any Program Production employee, such an employee will be compensated in accordance with the appropriate ABC, NBC, or WFLD Master Agreements.

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

ARTICLE XVIII
HEALTH & WELFARE BENEFITS

Section 18.1 - Benefit Plans

- a. In addition to the wages set forth in Section XVII, during the term of this Agreement, Program Productions will contribute eight percent (8%) of each employee’s gross daily earnings into the Entertainment Industry Flex Plan (Flex Plan).
- b. The Union and the Company understand and contemplate that daily employees may elect, through payroll deduction, to have their own monies allocated and paid by the Company on their behalf to the Flex Plan, subject to any limits set forth in the terms of the plans and/or any applicable laws, rules or regulations. The Company’s obligations under this Section shall be conditional upon the Flex Plan remaining a "qualified plan" as defined by the Internal Revenue Code or other applicable laws, rules and regulations.
- c. The parties agree that for Northwestern University in-house control room work related to stadium video projection during Northwestern football and basketball games (“Northwestern Work”), the rate of contribution to the Flex Plan by the Company shall be five percent (5%) of each employee’s

gross earnings.

Section 18.2 – CWA SRT (401k)

The Company will pay on behalf of each employee covered under this Agreement who has worked more than twenty (20) days in a calendar year, one percent (1%) of the employee's straight time hours worked in that same calendar year, excluding Northwestern Work, to the Communication Workers of America Savings and Retirement Trust ("SRT") provided that all the following requirements are met by the SRT:

- (1) SRT is qualified under applicable Internal Revenue Code provisions,
- (2) SRT complies with all other applicable provisions of law,
- (3) SRT is self-supporting as to any administrative or other costs, and
- (4) SRT permits all contributions to be fully tax deductible to the Company. The contributions will be payable by separate check to SRT by February 15 of the next succeeding calendar year provided all of the above conditions are satisfied.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 19.1 - Vendor Assignment

Except as otherwise provided herein, on a remote assignment not more than a total of four (4) non-bargaining unit persons employed by a vendor(s) may be assigned by the Company to maintain technical equipment owned by such vendor(s) but which has been turned over to the Company for operation at the remote site.

Section 19.2 - Post Production Video Tape Editing

Notwithstanding any other provisions of this Agreement, non-bargaining unit persons may be hired by the Company for post-production video tape or digital editing.

Section 19.3 - Accommodation of Sick-Pay and Paid-Leave Ordinances

To the fullest extent permitted, this Agreement shall operate to waive any provision of any City, County, State, or Federal Paid Sick Leave Ordinance or Law. This Agreement shall supersede and be considered to have fulfilled all requirements of said Ordinance or Law as presently written, and or amended during the life of this Agreement.

Section 19.4 - Access

Upon reasonable advance notice to the Company, a duly authorized representative of NABET may investigate or inspect operations at any work sites where employees covered by this Agreement are performing services, such access to be provided at reasonable hours and in such manner as not to disturb the normal operations of the Company or the venue. The Company is not responsible for restricted admittance policies of the venue, but will use its best efforts to assist with access difficulties.

Section 19.5 – Modifications

Should any provision of this Agreement be declared by a court, agency of competent jurisdiction, or arbitrator to be unlawful because of conflict with any federal or state statute or local ordinance, that provision alone will be modified to the minimum extent necessary to make it lawful, without invalidating the remainder of this Agreement.

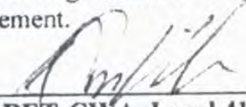
Other than as specifically provided herein, this Agreement may not be modified in any manner except in a writing which includes both a specific reference to this provision and is duly executed by both parties.

Section 19.6 - Counterparts

Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Any reference to a "person" or "entity" herein shall include an individual, firm, corporation, partnership, trust, governmental authority or body, association, unincorporated organization or any other entity. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties, it being expressly understood that all Parties need not sign the same counterpart. The exchange of signature pages by facsimile transmission, by electronic mail, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by a combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and shall be binding upon that Party in the same manner as though an original signed copy had been delivered.

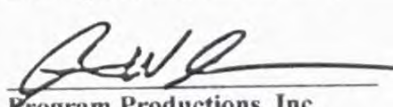
Section 19.7 - Term of Agreement

This Agreement shall remain in effect until midnight December 31, 2019. Upon written notice by either party served at least sixty (60) days prior to December 31, 2019, the parties agree to commence negotiations no later than November 14, 2019 for extension or modification of this Agreement for a period to commence January 1, 2020. This Agreement shall be effective on the date last executed below. It is expressly understood between the parties that there shall be no retroactive application of any working condition or economic provision unless specifically and expressly stated in this Agreement.




NABET-CWA, Local 41
2/2/16

Date



Program Productions, Inc.
2/2/2016

Date



NABET-CWA Sector
5-19-16

Date