

**PPI and IATSE**

**Unified Draft**

**November 19, 2021**

**IATSE LOCAL 793 / PROGRAM PRODUCTIONS, INC.  
COLLECTIVE BARGAINING AGREEMENT**

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BETWEEN

PACIFIC NORTHWEST TELEVISION BROADCAST  
REMOTE AND STUDIO EMPLOYEES LOCAL 793  
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

PROGRAM PRODUCTIONS, INC.

Relative to the Oregon and State Jurisdiction of  
IATSE LOCAL 793  
PACIFIC NORTHWEST BROADCAST REMOTE & STUDIO EMPLOYEES

Effective  
Execution – JUNE 30, 2024

## AGREEMENT

This Agreement is made and entered into as of the date of execution by and between the following: Program Productions, Inc. (hereinafter “PPI,” “Employer,” or “Company”) and Pacific Northwest Television Broadcast Remote & Studio Employees IATSE Local 793 of 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, herein collectively “IATSE” or “Union” as follows:

### Article I:

#### Recognition, Jurisdiction, and Application of Agreement

A. Having been provided sufficient proof of majority status, Employer hereby recognizes the IATSE as the exclusive bargaining representative and agent for freelance operators employed in Oregon as technical production crew members in the job classifications described below (hereinafter “Employees”).

B. This Recognition Agreement shall not be interpreted to guarantee any work for any Employee for any period of time. IATSE agrees that from time to time, certain IATSE members who are freelance operators in Oregon and may be employees of other companies.

C. **Inclusions:** Technical Directors, Audio A-1, Audio A-2, Specialty Microphone Operator Parab (A3), Video Operator V-1, Graphics Operator, Graphics Coordinator, Camera Operators, (CPO-1) Capture Playback Operator 1, (CPO-2) Capture Playback Operator 2, (CPO-3) Capture Playback Operator 3, Score Box Operator, Utility, Phone AD, Stage Manager, ENG/EGP Grip, ENG/EGP Operator, Trainees, and others who are similar technical crew positions.

D. **Exclusions:** All other persons and categories are excluded, such as employees covered under other collective bargaining agreements, maintenance personnel, (e.g. Maintenance Engineers), transportation personnel (e.g. Drivers), and clerical, management and security personnel, technical / unit managers, associate producers, guards, and supervisors as defined in the National Labor Relations Act.

E. This Agreement is intended to cover the employment of the above Employees for professional sporting events and NCAA Division 1 events which are broadcast live or recorded for broadcast at a later date. If the Employer is engaged to crew events other than defined above or professional or NCAA Division 1 events not in a remote production mobile unit at the event site, the parties shall meet and confer with the Local Business Agent(s) as to the appropriate wages, terms, and conditions for the event in question. The wage scales and working condition provisions of this Agreement shall be minimums and Employees shall not be precluded from obtaining better conditions than those outlined in this Agreement. Any Employee enjoying such better conditions shall not have their wages or working conditions reduced as a consequence of this Agreement.

F. Unless otherwise outlined in this Agreement, it is understood that Employer’s business is to provide crew and services for live-to-air broadcast and recording pursuant to the request(s) of its client companies, and Employer and its client companies shall determine the nature and extent of the labor services required. Employer shall regardless comply with all minimum staffing requirements in this Agreement unless bargained otherwise in advance with the appropriate local’s Business Agent.

G. There is full interchange of duties and cooperation among the crew, and also between the crew and other personnel who are involved in or responsible for the production. Additionally, there shall be no minimum staffing requirements unless otherwise described in the Agreement.

**Article II:  
Union Security and Referral Fee Withholdings**

A. Within thirty (30) calendar days of initial hire of any Employee covered by this Agreement, Employer shall notify IATSE of the name, address, social security number, date of hire, and classification of the Employee. Any Employee who is engaged by Employer for a cumulative (may be non-consecutive) total of thirty (30) actual work days within any two consecutive calendar years is required, as a condition of continued employment, to meet the financial obligations of Union membership in IATSE Local 793, such amount not to exceed the amount of dues and initiation fees normally required by that local for members in covered employment.

B. Any Employee who fails to comply with the above obligations within two (2) weeks after having received an appropriate written notice of delinquency from the Union (with a copy to the Employer) shall be deemed ineligible to be booked for future engagements by the Employer.

C. For any engagements that have been booked prior to the receipt of notice provided for in (B) above, the Employer shall have an additional fourteen (14) day window to utilize the Employee for previously booked engagements. Any previously booked engagements beyond the aforementioned fourteen (14) day window will be canceled by the Employer.

D. Employer shall inform the Employee in writing as to any cancellations and/or ineligibility for employment as a result of cancellations due to (C), above with a copy sent to the Union.

E. Employer agrees that it will deduct Union Referral Fees from all wages earned by Employees covered by this Agreement who execute a valid referral fee deduction authorization. The Union shall notify the Employer of the amount to be withheld from the Employee's wages and will maintain a signed deduction authorization form for each Employee. The Union will make such authorizations available to the Employer effective with the start date of this Agreement, and thereafter on an annual basis. The Union will also submit to the Employer, on an ongoing basis, a list of all Employees who have chosen to withdraw the authorization of said check-off forms. Employer reserves the right to cease the deduction for Union Referral fees from any Employee from who it receives a signed form withdrawing his or her authorization; so long as the Employer notifies the designated Representative of IATSE Local 793, that it has received such notice. Union agrees to hold the Employer harmless for any unauthorized deduction of Referral Fees.

F. The IATSE shall indemnify and hold harmless against any claims or liability arising from Employer's compliance with Article II, B., *above*. The foregoing obligations in this Article are to be interpreted and applied consistent with applicable law.

**Article III:  
Sub-Contracting**

A. The Employer may not subcontract with third parties for the performance of work within the scope of this Agreement, unless the Employer and Union Business Agent(s) determines that

insufficient qualified Employees are available in the market or special skills or equipment is needed and cannot be supplied by the Union.

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

#### **Article IV: Management Rights**

A. 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. The Employer's failure to exercise any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right or preclude the Employer from exercising the same right in some other way. 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.

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

- To hire, suspend, transfer, promote, demote and discipline Employees and to maintain and improve their discipline, efficiency, and quality of work;
- To lay-off, terminate, or otherwise relieve Employees from duty;
- To determine the size and composition of the workforce and to eliminate, change, or consolidate jobs;
- To install new jobs;
- To direct the method and process of doing work, and to introduce new and improved work methods or equipment;
- To make, modify, revoke, and enforce such work rules and regulations that in the Employer's opinion may be necessary or reasonable for the proper, safe and efficient conduct of the Employer's business, provided such rules and regulations and their enforcement shall not violate any express rights of this Agreement. Copies of all such rules and regulations, additions, amendments or revocations shall be given to the Union;
- To determine the location where work is to be performed;
- To administer and require training required by the Federal, State, or Local government or other such required compliance training;
- To determine the starting and quitting times, the time for lunch and rest breaks, the number of hours to be worked; *and*
- To make and modify rules and regulations that the Employer deems necessary for the conduct of its business and to require their observance (including but not limited to the Program Productions Field Employee Handbook).

**Article V:  
Hiring Practices**

A. **The Referral List:** The Union under this Agreement will maintain and provide the Employer a Referral List of qualified individuals inclusive of the positions for which each is qualified. Inclusion of an individual on the Referral List constitutes a representation by the Union that it has examined the experience and qualifications of that individual is qualified to perform the jobs indicated, and is in Good Standing with the Union. The Local 793 Referral List will be sent to the Employer on a quarterly basis via [unionlist@programproductions.com](mailto:unionlist@programproductions.com), and any mid quarter revisions thereto shall only be applicable to future unstaffed events/positions.

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

- Requirements of the position;
- Knowledge, skill, and expertise (including of new technology), professional demeanor and/or experience of the Employee;
- Existence or absence of prior service with the Employer and any work record with the Employer;
- Employee's past and current availability;
- Residence of the Employee and the location of the work to be performed; *and*
- Preferences and/or recommendations of the director, producer or other Employees.

C. The Union agrees that it is and will continue to be an open Union and that it will keep its membership rolls open and will offer membership to all eligible Employees engaged by Employer.

D. **The Hire List:** The Employer shall maintain its own Hire List(s) based on fair and equitable criteria applied uniformly to each person on the Referral List. The Union recognizes and understands the Employer has sole discretion in hiring decisions based on the criteria outlined in the Section immediately above. Where an Employee has historically or consistently worked on a particular show/event and is subsequently replaced and or not engaged for that show/event, Employer agrees to convey to the Union Business Representative, in writing, the nature of such decision(s). The Employer shall staff all positions unless training arrangements have been made in advance. Preference of employment must be given to those properly registered for employment on the Employer's Hire List. If no qualified person is available on Employer's Hire List, the Employer shall next evaluate whether a qualified Employee is available on the Referral List.

E. **Irregularities and Exceptions:** The Employer may hire any person for one (1) workday outside of the Referral List, limited to an aggregate total of ten (10) days of non-Referral List hire (hereinafter "Exceptions") per calendar year. Employer may thereafter instruct the Union to place such person onto the appropriate Referral List if their performance was deemed acceptable by the Employer and upon completion of the Local 793 Registration/Referral process. Union acknowledges that Employer has the sole discretion to hire any person independent of any criteria detailed in this Section; however, any days worked prior to the Employer giving the appropriate local notice of its intent to place that individual on the Referral List shall count against the aggregate ten (10) Exceptions.

1. For the purpose of evaluating a “new” Employee in the market, the Employer may elect to hire the Employee for up to three (3) work days outside of the Hire or Referral List. Where Employer has provided no less than seven (7) days’ notice to the Union of its intent to evaluate a “new” Employee, the up to three (3) evaluation days shall not count against the aggregate ten (10) exceptions. If the person’s work was evaluated as “acceptable” by the Employer, they may be submitted to the Local for placement on the respective Hire and Referral list.

2. If the Employer determines in its sole discretion, that no qualified person is available on the Referral List, a notice of “Off List Hire” must be submitted to the Union / Local Business Agent(s) by E-mail upon determination that no such qualified individual is available and prior to such Off-List Hire being engaged. The Off-List Hire notification shall indicate whether the individual shall be a Local or Distant Hire – per Article (XX) Travel. The Off-List Hire shall at all times be subject to all provisions of this Agreement. The additional cost of traveling an Employee from outside the market can be grounds for the Employer finding that inclusion on the Hire List or Referral List is not “acceptable”. Such Off List / Exhausted List Hires shall not count against the aggregate ten (10) Exceptions. Employees traveling into the market as Employees of another Region (RSN), team, conference, or employer for an “away feed” event shall not count against the aggregate ten (10) Exceptions.

F. **Crew Sheets and Notice:** After the show is crewed, Employer will provide to the appropriate Local 793 Business Agent(s) a “Crew Sheet” detailing each person hired in every covered position at least two (2) weeks prior to the event or as soon as reasonably possible thereafter but, in any event, notice shall be due when the event is fully crewed.

- Additionally, Employer will provide to the union a copy of any correspondence from its clients in which a non-local or non-registered Employee is requested or, if such request is verbally made, appropriate detailed notice of same. Employer agrees to further convey to the Union any and all correspondence and/or verbal accounting from any client or other entity which Employer may use as a reason not to hire a technician otherwise properly registered for employment on the appropriate Referral List.

## **Article VI: Discipline and Discharge**

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

B. Employees may be terminated by the Employer by sending a “Notice of Termination” to the Union for serious or repeated infractions of the Employer’s rules. In addition, Employees may be disciplined, up to and including suspension of duties, wherein the Employer shall send a “Notice of Discipline” to the Union for infraction of the Employer’s rules. Letters to the Union described herein are sent to the Director of Broadcast for the IATSE and to the Business Agent(s) of IATSE Local 793.

C. The Union agrees that the issuance of “Notice of Termination” and “Notice of Discipline” letters is a management decision; however, no Employee shall be disciplined or discharged without **Just Cause**. Before issuance of either letter referred to above, management will offer the Employee the right to schedule a meeting to discuss job performance concerns. The Employee may bring a Union Representative to such meeting.

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

**Article VII:  
No Discrimination**

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

**Article VIII:  
No Strike, No Lock Out**

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

**Article IX:  
Stewards & Point of Contact**

A. **Stewards:** The Union may appoint one steward for each production. No steward shall be subject to penalty, discipline, layoff, or discharge for any act in the performance of their duties as steward and acting by the authority of the Union, provided they continue to perform their job responsibilities in an acceptable manner. Wherever practicable, Union shall provide Employer notice of steward(s) selected in advance of any event on which such individual shall serve in the Steward capacity.

B. **Point of Contact:** The Employer may appoint one crew chief for each production. Duties will vary, depending on the requirements for the event. Compensation will be discussed and agreed upon, prior to the event, between the Employer and the appointed Point of Contact. This position may be rotated amongst the Employees hired.

**Article X:  
Access**

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

**Article XI:  
Grievance and Arbitration**

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

1. Within ten (10) business days of the time the Employee, Employer or the Union knew (or reasonably should have known) of the event giving rise to the grievance, the appropriate party must give written notice to the other party of the claim. The Employer must give such written notice to the Director of Broadcast for IATSE and to the Business Agent of IATSE Local 793. Such written notice must at minimum contain the Article and Paragraph(s) which have been alleged to have been violated, the date of the alleged occurrence which gave rise to the grievance, the individual(s) involved, and the nature of remedy sought.

2. A representative of the IATSE and a designated representative of the Employer shall, within ten (10) business days after service of notice of the claim, meet and discuss the matter and attempt to affect a settlement of said controversy or dispute. Any agreement arrived at by such representatives shall be final and binding.

3. In the event that such controversy or dispute is not settled by the Employer and the IATSE within twenty (20) working days after the written notice given pursuant to paragraph 1., *above*, or within ten (10) business days after the meeting referred to in paragraph 2., *above*, then such controversy or dispute may be submitted to arbitration. The demand for arbitration must be made in writing, no later than forty (40) business days after written notice referred to in paragraph 1., *above*. Each party shall bear half the cost of the arbitrator's fees and expenses.

B. The parties shall first attempt to agree upon an arbitrator. If such agreement is not reached the arbitrator shall be selected from a list of at least nine (9) arbitrators obtained from the American Arbitration Association. The parties shall alternately strike names with the Union going first until one arbitrator is left.

C. Processing a claim or discussing its merits shall not be considered a waiver of a defense that the matter is not arbitrable or that it should be denied for reasons which do not go to the merits.

D. 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.

E. The Employer is not bound by any past practices or understandings except to the extent such past practices or understandings are specifically stated in this Agreement. Past practice may be used in interpreting or applying an express term of this Agreement, but shall not be used to add or modify the express terms of the Agreement.

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

G. The Grievance and Arbitration Process in this Article (XI) is to be the sole and exclusive remedy for any claimed breach of this Agreement or any other grievable dispute relating to the employment by the Employer of Employees covered by this Agreement.

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

1. Notice and deadline provisions specific to Multiple Party Arbitration of jurisdictional disputes and as follows:
  - i. The party asserting a jurisdictional dispute must provide written notice of same to the other party and competing union(s) within ten (10) days after such party knew or reasonably should have known of the jurisdictional dispute and thereby request a meeting with the other party and competing union(s) to discuss possible resolution.
  - ii. If a resolution cannot be reached after the initial meeting, the Union, the Company, or the competing union(s) may submit the jurisdictional dispute to the FMCS or AAA, the results of which shall be final and binding on the Company, the Union, and any competing unions.

2. In the event of a jurisdictional dispute in which the Competing CBA does not contain substantially similar provisions for Multiple Party Arbitration of jurisdictional disputes as set forth herein, the Company and the Union will attempt to meet and confer with the competing union(s) regarding notice, deadline(s), and other procedures necessary to resolve the jurisdictional dispute through Multiple Party Arbitration. If the parties are unable to reach such agreement, the Company and the Union agree to submit the jurisdictional dispute to arbitration pursuant to the arbitration provisions contained in this Agreement, with the intent that the jurisdictional dispute be resolved in a single Multiple Party Arbitration proceeding involving the Union, the Company, and the competing union(s), the results of which shall be final and binding on the Company, the Union, and any competing union(s).

3. Notwithstanding anything to the contrary herein, in the event of picketing or threat of picketing in a jurisdictional dispute, and only insofar as all unions involved in such dispute have agreed to this provision, as detailed in this Section or under comparative and substantively similar language in other relevant agreement(s), Employer and/or Union reserve the right to submit the dispute to the NLRB or appropriate court of competent jurisdiction for resolution.

I. If a grievance is not processed at any stage in accordance with stated time limits, it shall be deemed withdrawn. All time limits are subject to extension, but only by mutual written agreement.

## **Article XII: Minimum Conditions**

A. **Wages**: The minimum wage rates and wage increases shall be as outlined in Appendix A.

**B. Work Day:** A regular work day shall be computed by totaling the number of hours between the time an Employee reports to work and the time the Employee is dismissed by the designated management representative on site at the end of such work day, including meal periods. All work hours shall be computed in one quarter (1/4) hour increments.

**C. 10-Hour Minimum Call:** All Employees shall be guaranteed at least ten (10) hours of paid work, in accordance with "APPENDIX A". All Employees MUST report actual hours worked.

- Call time is a minimum of six (6) hours prior to air for all positions on set up days (includes set-up/show and set-up/show/strike days). The Employer and the Union Business Agent shall meet and confer if exceptions are needed. The Union will not unreasonably deny requests from Employer to modify call times, including call times with less than the aforementioned six (6) hours prior to air, based on the Employer's needs. If, without authorization of the Employer or the on-site client representative, an Employee arrives at the worksite after his/her Call Time or leaves the worksite prior to completion of the event and dismissal by the PDER, the applicable Minimum Call rate may be reduced to reflect the Employee's actual time present at the worksite.

**D. Work Week:** The work week is currently defined as Monday through Sunday. The work week may be amended from time to time, not to exceed one (1) time per calendar year, upon a thirty (30) day advance notification to the Union. If any party wishes to discuss this provision, such meeting will occur within thirty (30) day notification period.

**E. Overtime:**

1. For Employees with ten (10) hour minimum call, any elapsed hours in excess of nine (9) hours in any one work day (including meal period) or any actual hours worked in excess of forty (40) straight time hours worked in any work week shall be compensated at one and one-half (1.5x) times the regular rate of pay herein after provided in Appendix A.
2. Employees shall receive two (2) times their base rate for all hours worked in excess of twelve (12) elapsed hours from his / her in time on any work day.

**F. No Pyramiding:** 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. Any payment categorized/described as a "Penalty" due under this Agreement shall not be considered "Pyramiding".

**G. Double Header / Multiple Events:**

For the purpose of this Section (G), the following definitions and provisions shall apply:

- **MLB and NCAA Division 1 Baseball Double Headers** shall be two games at the same venue on the same day, whether initially scheduled as such or the result of a rain-out or other rescheduling. Employees shall be paid a minimum 14-hour day at one and one-half (1.5x) times their straight-time hourly rate.
- **Multiple Events** shall be any sport, other than MLB and NCAA Division 1 Baseball Double Headers addressed above, with multiple games at the same venue on the same day for the same client. Employees shall be paid a minimum 10-hour day at one and one-half (1.5) time their straight-time hourly rate. If the Employer elects to employ adequate relief positions and relief breaks, this rate may be waived at the discretion of the local Business Agent(s).

1. Employees will be notified a week in advance of the potential Single Day Multiple Event and given the option to decline without retribution. If the Employer engages the same Employee for two (2) Separate Events during the same calendar day, Employer shall notify the Union of such “dual” assignment.
2. A nutritionally balanced meal shall be provided for those Employees unable to take a break.

#### **H. Meal Periods:**

1. All meal periods shall be compensated and will be one (1) hour in length. The meal period shall be scheduled as near to the midpoint in the work day or return to work from a previous meal break, as possible.
2. If an Employee works twelve (12) elapsed hours, in addition to premium pay, a second one (1) hour meal break shall be due.
3. A nutritionally balanced meal shall be provided for those Employees unable to take a break or in the event a crew member misses a meal break due to work, they will be compensated an additional hour at one and one-half (1.5x) times their straight time rate of pay.
4. In the event the Employer elects to cater meals on site, the meals will be nutritionally balanced and appropriate to the time of day. Employer will make arrangements for food to be served in a comfortable space that is out of the weather.
5. In the event that the Employer does not elect to cater meals on site and Employees must travel fifteen (15) minutes off site to obtain food, they shall be provided with an additional fifteen (15) minutes each way.
6. If at the time a second meal is due, the crew is engaged in breaking down equipment after the broadcast of the main event has concluded, or within thirty (30) minutes of being dismissed for the day, the second meal shall be waived and the Employees shall be compensated for an extra thirty (30) minutes at their prevailing wage.

#### **I. Rest Periods:**

1. All Employees shall be granted at least two (2) ten (10) minute breaks, one of which shall occur within thirty (30) minutes of/before airtime, plus a meal break during a ten (10) hour shift. The Employer will not unreasonably deny a relief break when necessary.
2. Employees shall be given nine (9) continuous hours off between the time of dismissal and reporting for the next day’s work with same Client / Rights Holder. 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 nine (9) hours in between calls are given, the Employee and the Employer shall mutually agree to one of the following remedies:
  - a. A penalty of an additional two (2) times the Employee’s rate shall be paid for hours invading the nine (9) hour rest break; *or*
  - b. Provide an adjusted call time. The adjusted call time will also count as the Employee’s “in time” for the day.
3. Employees that must travel after working shall be given adequate time and appropriate facilities to clean up before traveling whenever practical to do so.

#### **J. Canceled Calls:**

1. If the Employer cancels an assignment of a previously booked Employee the Employee shall be compensated one half (.5) of their day rate for less than seventy-two (72) hours’ notice, and a full day rate for less than forty-eight (48) hours’ notice. If the Employer offers or finds a third

party to offer the Employee another job during that same time period, no additional fee shall be due as long as the job compensation and circumstances relating to that job are substantially similar to the canceled call. The notifications described above are based upon the call time established for the individual Employee being so canceled.

2. Force Majeure: In the event that operations are temporarily curtailed in whole or part, neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, strikes, wars, riots, or events which frustrate the purpose of broadcast or make it impossible to continue operations. If the Employee is called into work prior to event cancellation, the Employee shall be paid his/her normal ten (10) hour rate.
3. If an Employee has been offered an event to work and the Employee confirms that assignment, the Employee may not cancel unless a replacement satisfactory to the Employer has been found. If replacement Employees are available, Employer shall not unreasonably deny a substitution or withhold names of acceptable replacement. If no qualified Employee is available to fill the position, the Employee must remain on the event. If the Employer agrees to accept responsibility for a substitution, no further action is needed on behalf of the Employee.
4. This section shall not apply to cancelations due to medical or other emergencies. The Union agrees that if an Employee cancels for medical reasons or other emergencies, it will assist the Employer in obtaining proper verification from the Employee. If the Employer agrees to accept responsibility for substitution, no further action is needed on behalf of the Employee.

#### **K. Parking or Use of Public Transit:**

1. Parking shall be arranged by the Employer at all event locations. In the event Employer cannot arrange parking in advance, Employer shall reimburse the actual cost incurred by the Employee. The Employer may specify preferred lots in the area in which Employees shall park. The Employee shall submit via ProCrewz the cost to the Employer within twenty-four (24) hours of paying for the parking. A receipt or photo of proof of parking must be submitted to the Employer within seventy-two (72) hours.
2. If parking is not arranged and the Employee prefers to use Public Transit instead of parking, the Employer shall reimburse the actual cost incurred by the Employee. The Employee shall submit via ProCrewz the cost to the Employer within twenty-four (24) hours of paying for public transit. A receipt or photo of proof of public transit must be submitted to the Employer within seventy-two (72) hours.
3. Where parking is located in remote locations the Employer shall provide for the security of freelancers traveling to and from their vehicles.
4. When an Employee has accepted a package of events, parking passes and credentials will be issued ahead of time for those events if at all possible.
5. It is understood that the preferred method of transmission of receipts is via the ProCrewz App.

**Article XIII:  
Holidays**

The following shall be deemed holidays, irrespective of the day of the week on which the holiday may fall: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas. Christmas and New Year's Holiday shall start at 6:00 p.m. the day proceeding the holiday and end on midnight at the end of the actual holiday or the end of the workday, whichever is later.

If an Employee is engaged to work or travel on any of the holidays listed above, the Employee will be compensated at the rate of one and one-half (1.5x) times their applicable rate of pay for the daily guarantee. Employees shall be paid two (2x) times their base rate of pay for all hours worked in excess of the minimum guarantee.

**Article XIV:  
Payment of Wages**

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

**Article XV:  
Crafts, Pay Premiums, and Staffing**

Employees shall report to and work under the direction of the Producer, Director, or Employer Representative (PDER):

A. **Technical Directors (TD):** Shall work under the direction of the PDER to implement their instructions for providing the visual portion of a telecast. The Technical Director shall have the required skills to program and operate the required switcher, Replay / Animation DDRs, still store and other related equipment necessary to the fulfillment of their job skills/responsibilities. Additional skills include but are not limited to: layout of the monitor wall, coordination of the tech schedule and performing fax and transmission checks.

\* In the event an unfamiliar video switcher is assigned to a job, the Employer shall notify the TD and mutually agree whether the event can successfully be worked by the assigned TD. If notice of unfamiliar equipment occurs within the cancelled calls window described in Article XII.K., and the TD asserts he/she is unqualified to use the equipment assigned and, accordingly, declines the work day, the Agreement's cancellation rules in Art. XII.K. shall regardless apply.

B. **Audio Mixers (A1):** Shall work under the direction of the PDER to implement their instructions for providing the audio and communications portion of a telecast. The Audio Mixer shall have the required skills to program and operate the required audio board and other equipment related to mixing, editing, dubbing, transferring, routing, and patching of the required audio,

communications and RF portion of a telecast; and operate / perform other related equipment/services necessary to the fulfillment of their job skills / responsibilities. Additional skills include but are not limited to: running and interfacing of multiple building-to-truck, truck-to-truck and other interconnect cabling and performing fax and transmission checks.

\* In the event an unfamiliar audio board is assigned to a job, the Employer shall notify the A1 and mutually agree whether the event can successfully be worked by the assigned A1. If notice of unfamiliar equipment occurs within the cancelled calls window described in Article XII.K., and the A1 asserts he/she is unqualified to use the equipment assigned and, accordingly, declines the work day, the Agreement's cancellation rules in Art. XII.K. shall regardless apply.

C. **Audio Assistants (A2):** Shall work under the direction of the Audio Mixer or PDER to implement their instructions for providing the audio portion of a telecast. The Audio Assistant shall have the required skills to setup and troubleshoot microphones, intercom and cabling related to the audio, communications and RF portion of a telecast and operate / perform other related equipment / services necessary to the fulfillment of their job skills / responsibilities. Additional skills include but are not limited to: assisting/relieving the Audio Mixer with their direct skills as may be required; and running and interfacing of multiple building-to-truck, truck-to-truck and other interconnect cabling.

D. **Specialty Microphone Operators / Parab (A3):** Shall work under the direction of the PDER and/or others to implement their instructions for use of parabolic or other specialty microphones that require the use of a dedicated operator. The Specialty Microphone Operator shall have the required skills to cable and assist with set up and operation of parabolic or other specialty microphones that require the use of a dedicated operator. Additional skills include but are not limited to: assisting the Audio Assistant with cabling set up.

Audio:

1. On a production with two (2) or more "On Camera" positions or Field Reporters (e.g. interviews or commentary using headsets, shotgun mics, stick mics, etc.), where a single Audio Assistant (A2) cannot reasonably and timely convey themselves between such multiple work areas, the Company shall engage at least two (2) Audio Assistants.
2. Productions using effects mic(s) shall require at least one (1) Audio Assistant, unless all effects mics are provided from another source.
3. There shall be a dedicated Radio Frequency (hereinafter "RF") A2 required for any productions utilizing RF audio equipment.
4. An A2 shall be required for the Booth/Table audio feed. Except for the Portland Trail Blazers home and away show productions in the Moda Center, there shall be an additional A2 engaged for the audio requirements of the field and court.
5. Regardless the Audio Department staffing minimums described in this Section (D.), there shall be full interchange of duties among the Audio Department Employees on any production.
6. If there is in need of an ENG/EFP Audio Assistant a fifty dollar (\$50.00) per shift craft will be paid.
7. For dual feeds that the Employer is providing visit dual crew, there will be a separate audio crew.
8. At least one (1) Audio Assistant will be employed for each production.
9. Audio Assistants shall not be asked to perform duties of the Stage Manager or operate cameras.

10. If a Specialty Microphone Operator (Parabolic Operator / Parab-Op) is called to work for a full ten (10) hour shift, they shall be compensated the Utility Technician rate of pay.
11. When Surround Sound 5.1 or higher originates from the event location, the A1 shall receive a fifty dollar (\$50.00) per shift craft fee shall be paid on any set-up day (this includes a set/shoot/strike day).

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

**F. Assistant Video Controller (V2):** Shall implement the instructions of the Video Operator (V1) or PDER to provide the image portion of a telecast. The Assistant Video Controller (V2) shall have the required skills to execute camera and video cabling, connections, and patching; to maintain images to broadcast standards; and to operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities. Additional skills include but are not limited to, assisting/relieving the V1 with their direct skills as may be required; running and interfacing with multiple building-to-truck, truck-to-truck, and other interconnected cabling.

Video:

1. Definitions:

- A “Booth / Scoreboard” camera is a camera that is for the exclusive purpose of shooting talent in an announce booth. This camera can be used to shoot a scoreboard after the talent position is no longer needed on air.
- A “Clock” camera is used solely during a production to shoot a clock or a scoreboard.
- A “POV” camera does not move after its initial set-up and shoots anything other than a clock, scoreboard, or wide shot of the field or stadium.

2. A single Video Operator (V1) can actively paint and/or iris no more than six (6) cameras, sources, and/or color corrected feeds. Clock and scoreboard are not included in the camera count. Feeds from other sources, including but not limited to other Mobile Units, House, Jumbotron, Blimp, and locked-off POVS, etc. are not included in the camera count unless the Video Operator is asked to actively color correct those feeds. After six (6) cameras, sources, and/or color corrected feeds, there shall be a premium paid per item (4.) in this Video subsection. After eight (8) cameras, sources, and/or color corrected feeds, a second experienced Video Operator is required.

3. For the purpose of the camera, source, and/or color corrected feed count:

- i. Each Robotic Camera shall be one (1);
- ii. a Booth/Scoreboard camera shall not be one (1) unless it is used elsewhere in the production, other than for the purpose shooting a scoreboard or clock, and the Video operator shades or controls the camera; *and*
- iii. each frame sync / “Frame Shaker” shall be one (1).

4. Additional Video Premiums, per additional camera, source, and/or color corrected feed, after six (6) are as follows:

- i. Execution – June 30, 2021: \$38.00 per Additional Camera
- ii. July 1, 2021 – June 30, 2022: \$39.00 per Additional Camera
- iii. July 1, 2022 – June 30, 2023: \$40.00 per Additional Camera
- iv. July 1, 2023 – June 30, 2024: \$41.00 per Additional Camera

If a second qualified Video Operator is hired, the additional fees in this subsection (4) shall not be applicable.

5. If more than ten (10) feeds are shared between trucks, or if the cable must be flown over trucks or other obstacles or placed in troughs, a dedicated Utility Technician shall be engaged. If a second Video Controller is engaged, a dedicated Utility Technician is not necessary.
6. If cabling between trucks and/or house panels exceeds one hundred fifty feet (150') in length, or if cables must be flown or placed in troughs, *-and-* the Employer has reasonable notice that such condition(s) exist prior to the event, a dedicated Video Utility Technician shall be engaged on set and strike days. However, if the Employer is unaware such condition(s) exist prior to the event, the V1 shall be compensated one (1) additional hour at his / her time-and-one-half (1.5x) rate and a dedicated Utility shall be engaged for any subsequent strike day(s). If a second Video Controller is engaged, a dedicated Utility Technician is not necessary.
7. There shall be a dedicated V1 controller for each production.
8. If there are more than two (2) Video Controllers (V1) per production, a Lead Video Controller will be appointed and shall receive a fifty-dollar (\$50.00) premium. The Employer shall designate the Lead Controller.
9. The parties agree to meet and confer relative to any deviation from current staffing norms.
10. A single V2 may shade up to four (4) cameras. If an V2 is required by the Employer to shade *more than* four (4) cameras, they shall be paid the V1 rate; in all other aspects, the Assistant V2 is presumed to share the overall video workload.

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

**H. Graphics Coordinators:** Shall work under the direction of the PDER and in concert with the Graphics Operator to implement their instructions for coordinating the graphics portion of a telecast. The Graphics Coordinator shall have the required skills to assist the Graphics Operator and/or coordinate the required graphics used on air and operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities.

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

Graphics:

1. An additional per shift charge of fifty dollars (\$50.00) will be paid if no Graphics Coordinator is present.
2. An additional per shift charge of fifty dollars (\$50.00) will be paid for extra design work, animation, font creation on the truck (on site). Approval for this charge must be arranged with the Employer.

3. The Graphics Operator will not be responsible for technical maintenance or setup for which an engineer is necessary.
4. If the Client utilizes a score box during the production not remotely or otherwise controlled by Client's Employee, Employer must employ a Graphics 2 (unless per past practice the score box is used to only display a logo).
5. If a Score Box is utilized as the only graphic element of the production the Graphics 2 shall be compensated at the Graphics Operator rate of pay.
6. Graphics 2 shall be guaranteed ten (10) hours of pay at the base hourly rate as stated in "Appendix A". The call time shall be set at three (3) hours before the game/event start time. For any hours worked before the regular three (3) hours prior to air shall be paid at time and one-half (1.5x) times the Employee's base hourly wage until three (3) hours before the game/event start time.

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

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

**L. ENG/EFP Camera Operator:** Shall work under the direction of the PDER to implement their instructions for providing ENG/EFP video. The ENG/EFP Operator shall have the required skills to assemble and operate the ENG/EFP cameras; setup of video monitors, audio, and lighting. The ENG/EFP Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate / perform other related equipment / services necessary to the fulfillment of their job skills and responsibilities.

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

**N. RF Camera Operators:** Shall work under the direction of the PDER to implement their instructions for providing quality wireless RF camera operations from the shoulder and/or from a

tripod. RF camera operators shall have the ability to move throughout the venue, inside or out, at the discretion of the director within range of the RF receive antennas. The RF operator shall be included in the production's communications system. The RF Camera Operator shall have the required skills to assemble and operate wireless RF cameras, including knowledge of and familiarity with RF frequencies, receive sites, receive antennas, RF range, camera batteries, and battery chargers. The RF Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate/perform other related equipment/services necessary to the fulfillment of their job skills, assist with cabling and setup of video monitors and lighting, telestrator, and radar/speed gun. Additional skills include but are not limited to: running of multiple building-to-truck, truck-to-truck, and other interconnect cabling.

**O. Jib Camera Operators:** Where not a subcontractor/vendor, the Jib Camera Operator shall work under the direction of the PDER to implement their directions to provide quality jib camera maneuvers. The Jib Camera Operator shall have the required skills to cable, assemble, balance, operate and tear down jib style camera crane as well as the ancillary equipment that goes with the crane. The Jib Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate / perform other related equipment / services necessary to the fulfillment of their job skills and responsibilities.

**P. Steadi Cam Operators:** Where not a subcontractor/vendor, the Steadi Cam Operator shall work under the direction of the PDER to implement their direction to provide quality Steadi Cam movement and tracking shots. The Steadi Cam Operator shall have the required skills to cable, assemble, balance, operate and tear down the Steadi Cam as well as ancillary equipment and monitor that goes with the Steadi Cam rig. The Steadi Cam Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate / perform other related equipment / services necessary to the fulfillment of their job skills.

Camera:

1. If a handheld style camera is operated in a studio configuration, at a permanent position, it shall be paid at the Hard Camera rate. Studio/"Hard" configuration is defined as a camera set up with a remote zoom, remote focus, and remote studio view finder.
2. Robotic Camera Operators shall receive a call-in time the same as the earliest crew member for the event. Robotic Camera Operators shall not be required to operate more than one (1) camera at any one time or set up more than one system without assistance.
3. Robotic Camera Operator rates detailed herein presumes the set-up and/or responsibility for and/or operation of one (1) robotic camera platform/system only. If an Operator is required to set-up and/or operate more than one (1) robotic camera, Employer and Employee (the Operator) shall meet and confer as needed to agree on additional rate / fee for each additional camera.
4. When the robotic system is not needed for the postgame show but required to be fully struck, the Robotic Camera Operator will be released following the event to begin the strike before any post game activities.
5. If a Camera Operator or other Employee is required to perform ENG duties in addition to their regular duties will be paid the ENG rate for the day.
6. If a Hard Camera Operator operates a Hand-Held Camera for thirty (30) minutes or more, to run on the field, court, or etc., he/she will be paid as a Hand-Held Operator for the day.
7. Any Employee not engaged as a Camera Operator will receive additional compensation of thirty dollars (\$30.00) for operating a "Booth" or clock camera.

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

**R. Capture Playback Operator 2 (CPO2):** Shall work under the direction of the PDER to implement their instructions for providing record/playback/ slow-motion operation of videotape machine(s) or digital recording device. The Capture Playback Operator 2 shall have the required skills to record, slomo, and playback recorded elements and to operate / perform other related equipment / services necessary to the fulfillment of their job skills and responsibilities. Additional skills include but are not limited to: monitor and router labeling and layout and organize and assemble melts.

**S. Capture Playback Operator 3 (CPO3):** Shall work under the direction of the PDER implement their instructions for providing record/playback operation of a Videotape machine or Replay Only device. The Capture Playback Operator 3 shall have the required skills to record, playback, and operator/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities to the satisfaction of the Company. A CPO 3 does not operate more than four (4) inputs/sources and is utilized for replay only.

Capture Playback:

1. CPO1 is responsible for a DDR or similar device with up to four (4) record sources and 2 playbacks (4-in/2-out) and up to one (1) ISO/PGM Record. Additional CPO1 duties include editing, recording and playback of Super Slow Motion Cameras, and media management (X-File, IP Director, FTPs, etc.).
2. CPO2 is responsible for a DDR or similar device with up to four (4) record sources and 2 playbacks (4-in/2-out) and up to one (1) ISO/PGM Record. Additional CPO2 duties include editing, recording and playback of Super Slow Motion Cameras, but no media management.
3. CPO3 is responsible for a DDR or similar device with up to four (4) record sources and 2 playbacks (4-in/2-out) and up to one (1) ISO/PGM Record with no editing, no recording and playback of Super Slow Motion cameras, and no media management.
4. Inputs/sources in excess of those detailed in 1., 2., and 3., *immediately above*, shall require additional staffing sufficient to retain the maximum inputs/sources per Operator standard.
5. If two (2) or more producers are assigned to the production, there shall be at least one (1) CPO1 hired for each Producer provided the equipment and facilities are available to accommodate the additional operator.
6. The Parties agree to meet and confer with regard to any deviation from the current staffing norms (e.g. more than four (4) record sources, more than two (2) playback devises, or more than two (2) playback devises or multiple ISO records on a tape delayed show).

**T. Utility Technicians:** Shall work under the direction of the PDER and/or others to implement their instructions for assisting Camera Operators, A2s, and/or other operations. The Utility Technician shall have the required skills to cable and assist with the set up and strike of equipment outside of the broadcast mobile unit; provide active cable assistance to moving Camera Operators during all phases of camera operations; assist other crew and truck engineers in troubleshooting and perform other related services necessary to the fulfillment of their job skills and

responsibilities. Additional skills include but are not limited to: running of multiple building-to-truck, truck-to-truck and other interconnect cabling; setup of monitors, radar/speed gun, assist in lighting and telestrator.

Utilities:

1. All Handheld Camera Operators shall be assigned a dedicated, Employer provided Utility Technicians except when the handheld is at a location that does not move during the event.
2. Utility Technicians shall be given adequate space to work at each job site.
3. There shall be at least one (1) Utility engaged for each side of the dual show when Employer is providing the dual crew.
4. The Employer shall hire at least one (1) Utility Technician for all away shows for each game that they are responsible for providing crew.
5. Utility Technicians will not be responsible for moving or setting up cameras without having been properly trained to move/set-up cameras unless under the supervision of a qualified Camera Operator.

U. **Phone Assistant Directors:** Shall work under the direction of the PDER to implement their instructions for coordination between the remote site and master control. Additional skills include, but are not limited to all timing of production elements, and coordination and integration of commercials, etc.

V. **Stage Managers:** Shall work under the direction of the PDER to implement their instructions for providing management of on-air talent. The Stage Manager shall have the required skills to assist talent and operate/perform other related equipment/services necessary to the fulfillment of their job skills and responsibilities.

- Stage Managers shall not be required to perform the duties of an A2.

Late Call Employees: If a late call individual's (Graphics 2 Operator, Stage Manager, or Phone Assistant Director) call time is adjusted to earlier than three (3) hours before the game/event start time such individual shall be paid at one and one-half (1.5) times the Employee's base hourly wage until three (3) hours before the game/event start time.

W. **ENG/EFP Grips:** Shall work under the direction of the ENG/EFP Photographer, PDER to implement their instructions for providing assistance to an ENG/EFP recording. The ENG/EFP Grip shall have the required skills to cable and assist operations of all video, audio and lighting equipment related to an ENG/EFP recording and/or the fulfillment of their job skills / responsibilities. ENG/EFP Grips shall be paid the wage of a Utility.

## **Article XVI:**

### **Working Out of Classification and Extra Duty**

A. An Employee whose call was for a given classification, but is then assigned by the Employer the duties of a higher paid 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.

B. If the scheduled staffing for an event is reduced, or a piece of the equipment fails, placing a burden on another Employee to perform extra duties that would not be normal and customary for that event, extra compensation shall be negotiated. The Employer and the Union will attempt to determine compensation on site before job performance, if practicable.

**Article XVII:  
Safety and Health**

- A. The Employer recognizes the need to provide Employees a safe and healthy working environment. If safety gear is required for an assignment, the Employer shall provide such gear.
- B. The Employer will make all reasonable attempts to have a representative on site that will have knowledge of the requirements for the broadcast and will supervise the crew. Should an on-site representative not be available, the Employer will provide off-site representation, available at all times during the respective broadcast. Employer representative will be noted on the crew list.
- C. If a possible unsafe situation occurs during an event, the potential problem should immediately be reported to the management representative. The management representative will consult with the job steward and shall make any adjustments to hazards that the management representative feels need immediate attention. No Employee shall be disciplined or discharged for failure to participate in an activity that exposes the individual to danger.
- D. An active and authoritative safety committee consisting of at least three (3) members of the Union and an equal number of management representatives shall be established and shall meet as needed to discuss safety problems. The designated union committee member shall not suffer any loss of wages with respect to any meeting involving safety matters.
- E. Any Employee can inform the safety committee of possible unsafe working conditions. The committee will investigate and within five (5) workdays, either advise the Employer of any unsafe condition(s) or advise the Employee that no unsafe condition exists. If the Employer is advised of an unsafe work condition, the condition will be investigated within five (5) workdays and corrected as needed.
- F. In the event a “TV Crew Only” restroom is not available, a rental rest room with hand washing facilities must be provided. The Employer and the Union can waive this requirement via mutual consent if the parties determine an event’s fan population will not create a ‘waiting period’ to utilize the rest room facilities.
- G. Cool water will be made available at the truck location from the start to the end of the work call.

**Article XVII:  
Training and New Technology**

- A. The Employer and the Union both agree that it is important for Employees to continue to advance their skill and abilities. As new technology emerges, the Employer’s first priority to insure the availability of qualified freelancers, will be to train current freelancers in the new technology.
- B. Any freelancer currently on the hire list can ask for training in a new job category, and receive that training, as time and equipment is available. Training positions will not be added to an event unless a normal full crew is assigned to the event, in addition to the trainee. If the Employer bills for the trainee’s hours, the trainee shall also be paid their regular rate. Otherwise, the trainee is unpaid. The Employer and the Employee shall mutually agree on compensation to train or supervise training of another Employee.

C. Employer shall contribute to the IATSE Training Trust Fund in the amount of one dollar (\$1.00) per day worked or paid on behalf of each Employee under this Agreement.

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

**Article XIX:  
Joint Labor- Management Committees**

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

B. The Joint Labor-Management Committee shall meet annually with the appropriate representatives from each of the parties. The annual Labor-Management meeting shall operate as an open forum to discuss any number of global concerns that may arise. In addition, the annual Labor-Management shall serve to address crewing concerns and any advances in technology that may require additional training. If deemed necessary by both parties, the Joint Labor-Management Committee can establish additional committees on an *ad hoc* basis that will meet more often to address specific issues.

**Article XX:  
Travel**

A. Oregon based Employees whom reside in or within sixty (60) miles of one of the following Production Cities shall be considered a “local hire” in such Production City:

1. Portland, the center of which shall be the Moda Center
2. Eugene, the center of which shall be Matthew Knight Arena

Parties acknowledge not all persons on Union’s Referral List necessarily “reside” in or nearby one of the Production Cities. Such persons *may* declare a Production City as their local market but are *not* required to do so; however, should they choose not to declare a Production City as their local market, a travel allowance may be required when employed in an otherwise nearby Production City.

B. It is understood that the Employer shall reimburse each Employee for all travel and living

expenses, when travel by such Employee is required/authorized.

C. When an Employee is required to travel by personal car to or from a venue that is in a Production City or work location other than that in which they claim as local, mileage at the maximum amount allowed by the IRS (for the driver only, using Google Maps or similar between Employee's residence and the worksite) and Driving Allowances, as follows, shall apply.

D. Compensation for time spent traveling by personal car to the remote location, their mileage will be reimbursed, and actual hours required for the drive from the Employee's residence to the remote work location will be paid at an Hourly Travel Rate of twenty-five dollars (\$25.00) per hour. For work-and-travel or travel-and work days, all time shall be considered work time for the purposes of calculating overtime. When traveling by car on travel only days, Employees traveling five (5) hours or less shall be paid five (5) hours at the Hourly Travel Rate. Employees traveling by car in excess of five (5) hours up to and including ten (10) hours shall be paid their minimum 10-hour Day Rate as detailed in Article XII – Minimum Conditions. An Employee traveling by car in excess of ten (10) hours shall be paid their 10-hour Day Rate and all overtime provisions of Article XII shall apply.

E. Employees will not use personal vehicles to transport equipment or perform any Company business unless the vehicle is covered by company insurance with the Employee being listed as also insured.

F. Any work assignment that is more than sixty (60) miles from an Employee's Production city with a call time before 8:00 am or an out time after 12:00 am shall be considered an Overnight Location. Employees reporting to a "drive to" location during snow or other inclement weather shall be offered overnight lodging by the Employer for travel back during daylight hours or when weather has improved. Employees who have been offered hotel accommodations must inform the Employer within twenty-four (24) hours of assignment, or as soon as reasonable/feasible for inclement weather conditions, if they are not going to use hotel accommodations arranged by the Employer. Regardless whether a location was designated an Overnight Location, parties acknowledge an Employee's long drive home after a workday may alone be reason for overnight lodging on request of such Employee.

G. When Employees are asked to report to an Overnight Location, in addition to all other travel provisions, the following shall apply:

1. Hotel, cost of common carrier, cabs, tolls, rental cars, gas and parking shall be reimbursed at the actual cost to the Employee, subject to the timely reporting of receipts. Receipts must be provided to the Employer for reimbursement within five (5) days.
2. A per diem of fifty-five dollars (\$55.00) shall be paid to each Employee per day, for each day an Employee is away from home.
3. Expenses will normally be billed directly to the crewing entity. When this is not possible the Employee will have to pay the cost and be reimbursed. The Employee will be notified in advance of such cost.
4. Employees traveling by common carrier shall be compensated at one half of his/her day rate if the time spent traveling to or from a remote location does not exceed five (5) hours. If time spent traveling exceeds five (5) hours he/she shall be paid his/her full day rate. Travel time is defined as: Two (2) hours before schedule departure of the common carrier, and end upon reasonable arrival at the event location or hotel.
5. Where an Employee is housed in a hotel, such individual's start and end time shall be at

the venue. However, if the hotel is more than fifteen (15) miles from the venue, the start and end time shall be at the hotel, and all time spent in transit between the hotel and the event shall be considered work time. This provision will be waived if it is the Employee who requests to be housed more than fifteen (15) miles from the worksite.

**H. Overnight Parking:** For events for which an Employee is entitled to per diem, overnight / distant location parking shall be reimbursed with proper documentation at the actual cost of parking at a “Long-Term” location. On consecutive events, the above stated value for parking expenses will be applied to each such event.

**I. Dark-Days:** Dark-days shall be paid at one-half (.5) of Employee’s minimum call with full per diem, full pension, and one-half (.5) of daily minimum healthcare contribution (applicable rate paid for each of the five (5) hours in Employee’s one-half minimum call).

**J. Travel from another IATSE jurisdiction:**

1. If an Employee is transported into the jurisdiction of a local union of the IATSE from another IATSE local union’s jurisdiction with an applicable (broadcast) collective bargaining agreement, the following shall apply:
  - i. The wage, benefit, travel, and per diem sections of the CBA of the Employee’s home local shall travel with that Employee. If at any time when an Employee is traveling and the wages, benefits, and per diem is higher than the Employee’s home local CBA, the Employee will receive the higher wage, benefit and per diem.
  - ii. The working conditions of the CBA that the Employee travels to shall apply e.g. rest periods, meal breaks, staffing, parking, etc.
2. Employees that travel in from another jurisdiction shall not count against any accumulated number that applies to a local Union’s referral roster waiver.

## **Article XXI: Health and Welfare**

For each hour worked by or paid for on behalf of the Employer, the Employer shall contribute the following to the IATSE National Benefit Fund on behalf of each covered Employee as follows:

**A. IATSE National Health and Welfare** – For each hour worked by an Employee or paid for by the Employer, the Employer shall contribute to the IATSE National Health and Welfare Plan on behalf of such Employee as outlined in the corresponding Appendix of this Agreement.

From Execution through June 30, 2022:	\$8.00/hr.
From July 1, 2022 through June 30, 2023:	\$8.50/hr.
From July 1, 2023 through June 30, 2024:	\$8.75/hr.

**B. IATSE National Annuity Fund** – Employer shall contribute to the IATSE National Annuity Fund on behalf of each Employee a percentage of such Employee’s gross wages paid by Employer or earned by Employee under this Agreement as outlined in the corresponding Appendix of this Agreement.

From Execution through June 30, 2022:	4% plus \$11.00 per day.
From July 1, 2022 through June 30, 2023:	4% plus \$12.00 per day.
From July 1, 2023 through June 30, 2024:	4% plus \$13.00 per day.

C. Employer contributions shall be made by separate check to the “IATSE Health and Welfare Fund” and the “IATSE Annuity Fund” and the “IATSE National Pension Fund” no later than the twenty-eight (28<sup>th</sup>) of each month in respect to all employment during preceding month for which contributions were payable. In conjunction with each such payment, Employer shall submit a remittance report showing the names of the Employees for whom contributions are being made, their social security numbers, dates of employment, shifts of employment by them, and the amount of contributions paid for them.

D. In addition to the mandatory uniform Employer contribution for all eligible Employees, each such Employee may elect to defer part of their salary, subject to statutory limitations and the rules of the Annuity Fund, and the Employer will transmit those salary deferrals to the Annuity Fund by the fifteenth (15<sup>th</sup>) day of each month following the end of the month in which the covered services were performed (including any grace period that may be available by the NBF).

E. If Employer fails to make timely benefit payments to the Fund Office such that Employee’s earned contributions are not then attributed to the appropriate eligibility period – *and* – the Employee is subsequently required to pay from his / her own post tax income an amount equal or less than the amount which was late from Employer in order to maintain his/her insurance, Employer will pay to Employee a penalty of one hundred dollars (\$100.00) as a premium on the next regular pay period.

F. In every instance under this article, Employer will execute the appropriate documents needed to fully effectuate this Agreement.

**Article XXII:  
Separability and Savings**

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

**Article XXIII:  
Entire Agreement**

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

**(Signature Page Follows)**

**Article XXIV:  
Term of Agreement**

This Agreement shall be effective upon execution and shall continue until and including June 30, 2024. All terms are effective upon execution of this Agreement. Negotiations for amended terms of this Agreement shall begin upon request of either party no later than sixty (60) days before the expiration date. In the event neither party gives such notice, the Agreement shall be deemed renewed without amendment and shall continue from year to year until such notice has been served.

**For Program Productions, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**For IATSE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**For IATSE Local 793**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A – Wages**

<b><u>Hourly Rates</u></b>	<b><u>7/1/21 - 6/30/22</u></b>	<b><u>7/1/22 - 6/30/23</u></b>	<b><u>7/1/23 - 6/30/24</u></b>
Technical Director	\$63.96	\$66.52	\$68.52
Audio A-1	\$60.92	\$63.35	\$65.25
Audio A-2	\$47.72	\$49.63	\$51.12
Mic Op / Parab (A3)	\$22.34	\$23.23	\$23.93
Video Operator (V1)	\$59.39	\$61.77	\$63.62
Graphics Operator	\$59.39	\$61.77	\$63.62
Graphics Coordinator	\$38.07	\$39.60	\$40.78
Hard Camera Operator	\$47.72	\$49.63	\$51.12
Handheld Camera Operator	\$53.30	\$55.43	\$57.10
Robo Camera Operator	\$53.30	\$55.43	\$57.10
Jib Camera Operator	\$58.38	\$60.71	\$62.54
RF Camera Operator	\$58.38	\$60.71	\$62.54
ENG Camera Operator	\$59.39	\$61.77	\$63.62
Steady-Cam Operator	\$59.39	\$59.39	\$61.18
CPO-1 / EVS Lead	\$60.92	\$63.35	\$65.25
CPO-2 / EVS	\$56.86	\$59.13	\$60.90
CPO-3 / EVS RO	\$49.24	\$51.21	\$52.75
Scorebox Operator	\$33.00	\$34.32	\$35.35
Utility	\$30.46	\$31.68	\$32.63
Parab Utility	\$30.46	\$31.68	\$32.63
Phone AD	\$33.00	\$34.32	\$35.35
Stage Manager	\$33.00	\$34.32	\$35.35
<b><u>Daily Rates</u></b>	<b><u>7/1/21 - 6/30/22</u></b>	<b><u>7/1/22 - 6/30/23</u></b>	<b><u>7/1/23 - 6/30/24</u></b>
Technical Director	\$671.61	\$698.48	\$719.43
Audio A-1	\$639.63	\$665.22	\$685.17
Audio A-2	\$501.04	\$521.09	\$536.72
Mic Op / Parab (A3)	\$234.53	\$243.91	\$251.23
Video Operator (V1)	\$623.64	\$648.58	\$668.04
Graphics Operator	\$623.64	\$648.58	\$668.04
Graphics Coordinator	\$399.77	\$415.76	\$428.23
Hard Camera Operator	\$501.04	\$521.09	\$536.72
Handheld Camera Operator	\$559.68	\$582.06	\$599.53
Robo Camera Operator	\$559.68	\$582.06	\$599.53
Jib Camera Operator	\$612.98	\$637.50	\$656.62
RF Camera Operator	\$612.98	\$637.50	\$656.62
ENG Camera Operator	\$623.64	\$648.58	\$668.04
Steady-Cam Operator	\$623.64	\$648.58	\$668.04
CPO-1 / EVS Lead	\$639.63	\$665.22	\$685.17
CPO-2 / EVS	\$596.99	\$620.87	\$639.49
CPO-3 / EVS RO	\$517.03	\$537.72	\$553.85
Scorebox Operator	\$346.47	\$360.32	\$371.13
Utility	\$319.82	\$332.61	\$342.59
Parab Utility	\$319.82	\$332.61	\$342.59
Phone AD	\$346.47	\$360.32	\$371.13
Stage Manager	\$346.47	\$360.32	\$371.13
<b><u>Benefits</u></b>	<b><u>7/1/21 - 6/30/22</u></b>	<b><u>7/1/22 - 6/30/23</u></b>	<b><u>7/1/23 - 6/30/24</u></b>
Health & Welfare	\$8.00/hr	\$8.50/hr	\$8.75/hr
Annuity	4.00% + \$11.00	4.00% + \$12.00	4.00% + \$13.00

**Side Letter 1:**

Work Performed Outside the United States

When Employer is engaged in crewing events outside the United States and elects to hire technicians from within the jurisdiction of Local 793 for such events, they shall be employed under the terms and conditions of this Agreement.

**Side Letter 2:**

Travel at Employees Convenience

A. The purpose of this special agreement is to clarify the process used when a freelancer changes their mode or method of travel for events in Portland; Corvallis, or Eugene, OR;

B. If a freelancer is scheduled to work an event in Portland Corvallis, or Eugene, OR, and they choose to stay in one of those locations for which they are not otherwise a local, the freelancer may waive the applicable mileage fee pursuant to the travel provisions of this CBA. This waiver must first be approved by the Company and the Union at their sole discretion.

**Side Letter 3: Additional Content; Entertainment, Corporate, Low Revenue, Streaming, etc.**

The parties further agree to meet and confer for appropriate rates on Non-Sports Broadcasts, Entertainment, Awards, "Corporate" styled, and/or lesser revenue events (e.g. high school sports), alternate content, and/or streaming product.

**Side Letter 4:**

Short-call Permissible for Certain Days as Herein Defined

The Employer may engage Employees for work on a set day only for a five (5) hour minimum call. No production work may be performed, or actual broadcast of any kind may be transmitted. Employees shall be notified of the short call when they are contacted to ascertain their availability for the event or job in question. If an Employee is asked to do any production work associated with the event, they shall be compensated their full ten (10) hour rate. The Employer shall notify the Union when availing themselves of this provision in advance of notifying technicians.

**Side Letter 5:**

re: Fox Sports 1 / Fox Sports 2

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

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

Wages contained in the relevant Appendix will be increased by 5% over the rate annotated for the applicable period.

**Side Letters are hereby agreed and accepted:**

International Alliance of Theatrical  
Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, its  
Territories, and Canada

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Local 793, I.A.T.S.E.

By: \_\_\_\_\_

Date: \_\_\_\_\_