

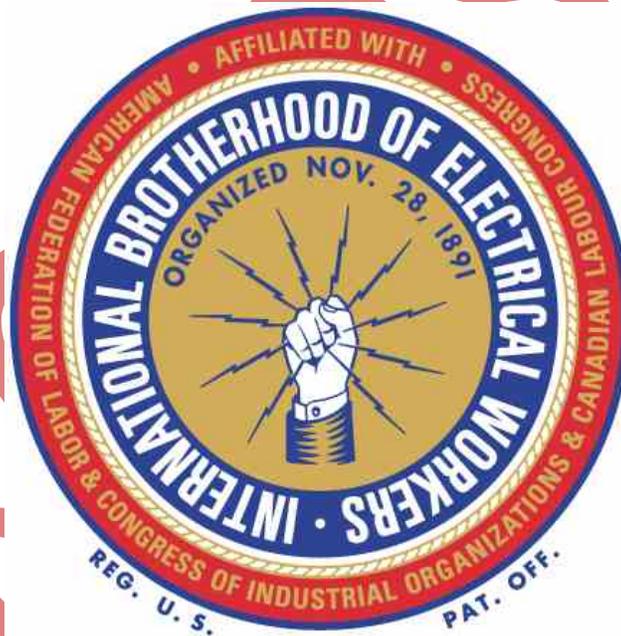
PROPOSED AGREEMENT

BETWEEN

Program Productions, Inc.

AND

FREELANCE BROADCAST TECHNICIANS
REPRESENTED BY
LOCAL UNION NO. 1228, IBEW



January 1, 2014 – September 30, 2016

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CONTRACT

THIS AGREEMENT made this 1st day of January 2014 between Program Productions, Inc. ("The Company") and IBEW Local Union 1228 ("Union").

WITNESSETH

The Company and the Union have reached accord on the terms and conditions of a new Collective Bargaining Agreement. NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

I. RECOGNITION AND APPLICATION OF AGREEMENT

This Agreement shall apply to and cover:

Program Productions, Incorporated recognizes IBEW Local 1228 as the exclusive bargaining agent for all of the freelance television technicians as defined in National Labor Relations Board Case:01-RC- 116730 (except those noted under below exclusions and those excluded from the bargaining unit by mutual agreement). It is understood that the business of the Company is the providing of crewing services to client television broadcast/transmission companies pursuant to the request of the client companies. Client companies determine the nature and extent of the labor services.

The Company will continue to use Represented Technicians for all work consistent with past practice and will not reduce the number of bargaining unit employees by using management and non-represented employees to perform bargaining unit work. Nothing shall preclude the Company however, from using management to perform bargaining unit work to the extent consistent with past practice.

1. "Technicians" employed by the Company and engaged through its office as technical production crew members:

INCLUDED: All full-time and regular part-time broadcast television technicians, including technical managers, technical directors, audio technicians (A1, A2), video technicians (V1, V2), graphics operator, font assists, camera operators (Hard, HH), robo operators, EVS/DDR operators (Lead, RO), tape operators, score box operators, assistant directors (Truck AD, Phone AD), stage managers, utilities, cart drivers, parabolic operators, runners, statisticians and other television remote technical positions performing work on sporting events, entertainment and truck corporate events, including on site pre-production, production and post-production work, except for off location pre-production and post-production work in connection with the telecasting of events in the Commonwealth of Massachusetts and the State of Rhode Island.

EXCLUDED: All other employees, including Production Managers, Producers, Directors, Maintenance employees, clerical employees, guards, professional employees as defined in the Act, as well as any individual not engaged by the Company through its office.

• Interns/trainees may not pull or lay cable, touch or run equipment or set or strike equipment or the production truck.

* Specialty skills pertaining to owner/operators [including, but not limited to Jib Operators, Steadicam, etc.] shall be considered "vendors", to be hired outside the parameters of this contract, and as such will be negotiated on a per job basis. Vendors are at liberty to hire their own assistant(s) as needed and include the additional cost in the negotiated rate per job.

2. This Agreement is intended to cover the employment of the above technicians for professional sporting events and all other sporting events at all levels. Qualifying entertainment and qualifying corporate productions are also covered under this Agreement. 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.

3. There will be full cooperation among the crew, and also between the crew and other personnel who are involved in or responsible for the production when it comes to set up and tear down of shows.

4. The scope of this contract would be for all local, regional and national sports, broadcasts not currently under a national union contract (such as FOX, CBS NFL football, NBC NHL Hockey, etc), and qualifying Entertainment and Corporate events. This Agreement (which shall be binding on the Company and its successors and assigns to the extent required by law) shall become effective January 1, 2014 and shall remain in effect until and including September 30, 2016 and from year-to-year thereafter, until either party gives the other at least sixty (60) days written notice of its intent to modify or terminate the Agreement at the end of its current term.

II. MANAGEMENT RIGHTS

1. 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 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 Company. All matters, not specifically and expressly controlled by 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.

2. The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of the Agreement.

III. RATES OF PAY AND PAY INCREASES

See attached grid on Addendum A. "Year One (1) Wages begin upon the effective date of this agreement. "Year Two" Wages begin on 10/1/2014; "Year Three" Wages begin on 10/1/2015.

IV. UNION SECURITY

1. Any technician who performs services for the Company within the above bargaining unit, after its effective date, for a cumulative total of seven (7) actual work days (which need not be consecutive) within any one (1) consecutive calendar year, shall be required, as a condition of continued employment, to meet the financial obligations and/or Union membership in the Union. Both the technician and the Company would be notified in writing of this. Any technician who fails to comply with the above obligations within two (2) weeks after having received written notice of delinquency from the Union (with copy to the Company) shall be ineligible for future engagements by the Company until such delinquency has been remedied. Written notice of such ineligibility shall be given by the Union to the Company, with a copy to the technician.

2. The Company shall deduct a percentage delegated by the union of wages earned or to be earned by each technician for whom there shall be filed with the Company that technician's individual written assignment in accordance with Section 302(c) of the Labor Management Relations Act, 1947, as amended. The Company shall commence making such deductions with the first wage payment to be made to each such technician following the date of the filing of said written assignment, and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such technician during the effective term of said agreement.

In order to more effectively administer the working dues/payroll deduction system that is generally described above and more specifically described in the labor agreement, the parties further agree to the following provisions:

At the time of employment of any Employee working under and subject to the labor agreement, the UNION will submit to each such Employee, for his/her voluntary signature, a dues deduction authorization letter to be returned to the Union. A copy of the form will be supplied to the Employer by the Union.

V. UNION REPRESENTATIVES AND STEWARDS

The Union will designate from within the Represented Technicians unit, Shop Stewards for the Bargaining unit. The Union's Business Manager or his designee will designate, in writing, to the Company, the names of the Represented Technicians to serve as shop stewards and to whom this provision will apply. There will be a shop steward assigned on each show.

VI. HIRING

1. The Union agrees that it is and will continue to be an open union and that it will keep its membership rolls open and will offer membership to all eligible employees engaged by the Company.

2. While it is understood that the Company has the right to decide the hiring order of Freelance technicians, to the extent that the Company is in need of qualified persons to perform work covered by this Agreement, it will give preference of employment first to those technicians who are designated Bargaining Unit members. The list of Bargaining Unit members must be exhausted before the hiring of non-unit Freelance employees. When hiring non-unit Freelancers, the Company may hire from the Local Union Freelance pool or outside Freelancers, however, if the employer hires outside freelancers they must

comply with the Union security Section of this Agreement. Client request are the only exception and the Company shall furnish proof of the Client request.

3. Company will provide the Union a crew list no less than seven (7) days prior to call time of the event. Any non-union crew member scheduled to work this event will be required to join the IBEW Local Union 1228 and/or comply with financial obligations within two weeks after working this event. In addition, all members of the crew will be paid in accordance with, and subject to all terms of the contract, and will pay working dues, for this event and all events, whether they are currently Union members or not.

4. The Company may not subcontract with third parties for the performance of work within the scope of this Agreement, unless the Company determines that insufficient qualified freelancers are available in the market, or that special skills or equipment is needed and cannot be supplied by the Company.

5. Client Provided / Client Direct Hires / Client Requests - Cancellation Policy. The Company has the right to hire client requested crewmembers as needed. However, the Company may not do so in an effort to avoid using bargaining unit Employees and must provide proof of client's original request. If a technician or any other aforementioned Union position is hired and paid directly by the client or provided by the client as part of their "traveling" crew, or is specifically requested by the client, then notification of this must be provided no later than 7 (seven) days prior to the event date or a cancellation fee of 50% of the displaced technicians day rate will be assessed for the displaced technician. If a technician is given less than 48 hours notice, then the technician will be paid a full day rate.

6. Event / Position Cancellation Policy:

If a technician is cancelled from an event within 48 hours (2 days) of crew call for the day of the event for any reason, the technician will receive 100% of their contracted rate. This includes "Rainouts" and playoff scenarios.

7. The Company will not switch a technician, who is firmed on a job, to another event without first receiving the approval of that technician.

8. Crew Chiefs/Person of Contact (POC): Unless an Operations or Technical Manager is provided, each event will have a crewmember assigned a "Crew Chief" by the Company. The Crew Chief's responsibilities include:

a. Making sure all crew have arrived on site, and to notify *company* if anyone has not arrived within one half hour after crew call.

b. Managing the provided sign out sheet by having everyone sign the sheet at the end of the event with their hours, etc., and transmitting the sheet to *company* after the event in a timely manner.

c. Crew Chief position shall be compensated at a rate of \$50.00 per-event when there is no Technical or Operations manager hired for the event on site.

VII. TECHNICIAN DEFINITIONS, BOUNDARIES, PARAMETERS

1. TECHNICAL DIRECTOR

A. Technical Directors shall not be responsible for the design of effects.

B. Technical Directors will be compensated \$100 for each additional program emanating from the original show (i.e.: NBA TV, World Feeds, Other Language Broadcasts) and will be provided adequate additional time to program such additional feeds.

C. Technical Directors will be compensated \$25 for each additional DDR (e.g.: spotbox) channel required for the show, after the first 4 (standard)

2. VIDEO

A. A "manned" camera is a camera that is pointed, moved, zoomed or focused by any operator either by manual or robotic means during a production

B. A "booth/scoreboard" camera is a camera that's used for the exclusive purposes of shooting talent in an announce booth environment, and may also be used to shoot a scoreboard or clock when it is not shooting announce talent.

C. A "clock camera" is a camera that's sole use during a production is to shoot a clock or scoreboard.

D. A "POV" camera is an unmanned camera that doesn't move after its initial set-up and shoots anything other than a clock or scoreboard.

E. Video Operator will shade/paint, etc., up to 6 manned cameras, a booth camera, and up to 2 clock cameras. POV's are not included unless the video controller is asked to actively color correct the POV's.

F. Additional Video Charges:

A. An operator shall be compensated an additional \$45.00 per camera for manipulating, shading, color correcting, etc. more than 6 cameras whether they are manned OR qualified POV cameras (See Above).

G. If a show has more than eight (8) manned cameras; there shall be a qualified second Video Operator hired. If a qualified second Video Operator is hired the additional charges for extra cameras are voided. If a show has more than twelve (12) manned cameras; there shall be a qualified third Video Operator hired. If a qualified third Video Operator is hired the additional charges for extra cameras are voided.

H. A \$35 bonus will be paid to the Video Operator for operating each additional Frame Sync above the allotted six (6).

3. AUDIO

A. If the production uses any additional announcer/reporter, wireless or hard-wired, outside of the booth announce team, an additional A2 shall be hired.

B. If the production uses any other RF equipment, an additional A2 shall be hired.

C. For Surround Sound Shows, an A1 will be compensated an additional \$25 charge.

4. CAMERA

A. Unmanned cameras shall be limited to the following positions:

Scoreboard camera, booth camera, POV camera, beauty shot, shot clock camera and game clock camera. All other camera positions shall require a dedicated operator for the entire event.

B. \$60.00 will be paid to any “non –cameraperson” who operates the booth camera or POV type camera in the booth (i.e. Stage Manager A2 or Utility).

C. A qualified Utility shall be assigned to all “manned” Hand Held cameras.

D. Any utility who is assigned to be with a jib (at utility day rate pay) will only be required to handle cables going to and from Jib, as well as assist with crowd control issues surrounding the Jib. The utility is not to handle any of Jib vendor equipment, except during show load in and load out.

E. Additional Hand Held Operator’s rule - An additional \$50 will be paid to a camera operator that runs a “wired” Hand Held camera in addition to their Hard Camera assignments. This applies to all events.

F. If a telecast uses five (5) or more camera drops for a single hand held camera then an additional utility must be hired.

G. If a camera operator is asked to perform ENG camera work, on site, in addition to his/her assigned ‘wired’ camera operation, the camera operator receives the ENG camera rate for that days work.

H. If a Client travels a camera operator that does not participate in either set-up or knockdown of the show, an additional Utility shall be shall be hired to assist with show set-up and knockdown.

5. ROBO CAMERAS

A. Robotic camera operators shall not be required to set up more than one (1) system which could include up to (2) two cameras.

B. Robotic camera operators will not be responsible for rigging any additional POV cameras.

6. EVS/DDR/VDR/VIDEOTAPE

A. Each operator in a tape room, whether running full Edit-EVS, replay, Digital Disc Recorder (DDR) or videotape machines will only be responsible for two outputs of any device for primary “instant” replays. Only the two primary inputs can be instantly accessed for replay purposes on those outputs. Any additional record channels are for highlight and package building purposes only. The inputs are controlled only at the discretion of the operator, and to be used solely to assist his work flow, and will not be cued as part of any immediate replay sequence. Any operator who edits a playlist must be compensated as a full Edit-EVS.

B. Any operator asked to run a third machine/output- program record, “money” reel, clock” cam record, etc- will be compensated \$45 for each additional machine. These items cannot be an active iso instant replay source.

C. EVS Operators are not required to provide scenic footage or their personal electronic storage devices.

D. Only EVS/DDR/Tape crewed for that particular event may ingest, clip, edit, edit sound or make playlists for “final version” of elements that will go to air. Production members may operate an EVS or videotape machine ONLY to screen or get times for elements.

7. CLOCK AND SCORE / BUG

The Clock and Score Operator will only operate the clock and score machine. The operator will not be responsible for running cables outside the truck necessary to operate the unit, connect to house data or connect to a “jugs gun”, set-up, packing and/or transportation of the unit. The clock and score operator is not an engineer and as such is not responsible or expected to handle a “maintenance” issue.

8. PHONE Assistant Director (AD)

The primary responsibility of the Phone AD is to count into and out of commercial breaks and to relay information between the truck and Master Control. The Phone AD is not part of the Production team and as such is not permitted to time or edit packages.

9. TRUCK Assistant Director (AD)

Responsibility of the Truck AD includes, but is not limited to:

- a. Working with EVS/videotape operators to load show elements to EVS
- b. Working with EVS/videotape operators to cut and time packages
- c. Time segments for taped shows
- d. Start transmission process if no Tech/Ops producer is on site
- e. Communicate with Master Control to cue commercials and other show elements

10. UTILITY

A. There will be a minimum of 2 Bargaining Unit Utility positions assigned to each event. The primary role of a utility is to assist in set up and tear down of event production, as well as assisting camera operators duties (page cable, run batteries, etc.) throughout a production day. As such, a utility is not a stage hand, or rigger. Qualified utilities may be asked to perform certain duties including (but not limited to) building cameras, set up a telestrator, *run a booth camera, troubleshoot cable patching, RF point, etc. *All rate increases apply for qualified duties.

B. If a utility is asked to perform a duty in which he feels unsafe or unqualified for, it is the responsibility of that utility to bring the matter to the attention of the on-site supervisor, as well as the on-site shop steward immediately, without retribution.

C. Any utility asked to man a camera covering actual event action (other than booth camera) is automatically promoted to camera operator for that event, and as such will be paid camera operator rate for that event.

D. When an active gopro or live action POV device is added, another Utility shall be added to the crew and dedicated to 1 gopro or live action POV device.

VIII. PAYDAYS AND PENALTIES

1. Paydays shall be in accordance with the Company's then current policy but in no event will payment be more than thirty (30) days past the date of the event and/or expense. Should the Company wish to revise this schedule, it shall provide the Union with 30 days advance notice.
2. Penalties for late payment shall begin on the thirty-first (31st) day. Penalties will assessed at the maximum amount allowable by law in the state in which the company operates".

IX. LISTS

1. The Company will furnish the Union with a proposed crew list no less than one (1) week in advance of the call time for each event, reflecting which Union members are to work. This will enable the Union to assist the Company in getting additional workers, ONLY in the event the Company so requests.
2. The Company shall submit copies of all crew lists for jobs completed and the number of days each employee worked to Business Manager/Financial Secretary Fletcher Fischer (fletcher@ibew1228.org) and to the Assistant Business Manager John Murphy (murphy@ibew1228.org) on a bi-monthly basis.
3. The Company will provide the Union, at the end of each calendar quarter, with a list and the earnings of all Technicians within the Union's jurisdiction who have been used during the calendar quarter.

All Lists can be sent to the Freelance Union's email address

X. PERFORMANCE, DISCIPLINE AND DISCHARGE

1. The Company maintains the right to make and modify work and conduct rules and require their observance.
2. Should the Company receive correspondence from a client regarding a technician's performance or behavior, either positive or negative, the Company shall notify said employee within 24 hours of said correspondence. This client correspondence and Company notification of Employee shall be considered confidential.
3. Employees may be terminated by the Company by sending a "No Dispatch Letter" to the Union for serious or repeated infractions of the Company's rules. In addition, Employees may be disciplined, up to and including suspension of duties, wherein the Company shall send a "Notice of Discipline Letter" to the Union for infraction of the Company's rules.
4. The Union agrees that the issuance of "No Dispatch" and "Notice of Discipline" letters is a management decision, however no employee shall be disciplined or discharged without just cause. Before issuance of a letter involving suspension or discharge, the company will notify the employee and the union of its preliminary decision to suspend or discharge the employee. The parties will make a good faith effort to meet within fourteen (14) days after such notification has been given. However, prior to the meeting and/or

until a final determination has been made by the company, the company is not under any obligation to schedule the employee for other assignments.

XI. GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance will be defined as a dispute or complaint on the part of the Union or the Company pertaining to an alleged breach of a specific provision of this Agreement by the Company, and shall be processed and disposed of in the following manner:

Step 1: Within fifteen (15) days following the alleged occurrence giving rise to the grievance, the grievance shall be reduced to writing, signed by a Union Steward and/or Union Business Manager or his designee, and be presented to the Company's Step 1 designee. The written grievance at this Step will specify the specific provision of the contract alleged to be violated and the relief requested. A grievance so presented in Step 1 shall be answered by the Employer in writing within ten (10) business days after its presentation.

Step 2: If the grievance is not settled in Step 1, the grievance may, within ten (10) business days after the answer in Step 1, be presented in Step 2. A grievance at this step will be presented in writing to the Company's Step 2 designee. Within ten (10) days after presenting the grievance at Step 2, the Company or his designee and the Union Business Manager or his designee shall meet in an attempt to resolve the grievance. The Company and/or his designee shall render a decision in writing within ten (10) business days after meeting with the Union's representatives.

2. A grievance, as defined in the Grievance Procedure provision, which has not been resolved there under may, within twenty (20) business days after completion of Step 2 of the Grievance Procedure, be referred for arbitration by the Union (Employees have no independent right to arbitration) to an Arbitrator selected in accordance with the Labor Arbitration Rules of the American Arbitration Association.

3. The fees and expenses of the Arbitrator shall be borne equally by the parties and the hearing shall be held in Boston, MA.

4. When the services of an impartial Arbitrator are required, the parties will confer in an effort to agree upon a person to fill that position. If an agreement on this point is not reached within five (5) days after the conference, the Arbitrator shall be chosen from a list to be submitted by the American Arbitration Association. The decision of the Arbitrator, so chosen, shall be final and binding on the Company, the Union and the represented Employees covered by this Agreement, subject to enforcement or review in any court of competent jurisdiction. The decision of the Arbitrator must be based upon the express terms of this Agreement or any written supplementary Agreement, and he shall have no right to add to, subtract from, alter or in any way, modify the terms and conditions of this Agreement. The Arbitration shall be conducted pursuant to the Rules of the American Arbitration Association. A decision of the Arbitrator will be made in writing and rendered thirty (30) days after the close of the proceedings, when possible.

5. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved on the basis of the Company's last answer and shall not thereafter be considered subject to the Grievance and Arbitration provisions of this Agreement. Time is of the essence; however, time limits may be extended by mutual agreement, in writing.

XII. HOURS

1. Work Week:

The workweek begins on Monday at 12:01am and ends Sunday at 12 midnight. The hours and days of work for each Technician shall be determined exclusively by the Company. All Technician* workdays shall be at a guaranteed minimum pay of ten (10) hours. Overtime, at the rate of time and one half (1.5) times the hourly rate shall begin after ten (10) hours. Overtime, at the rate of two (2) times the hourly rate shall begin after twelve (12) hours.

2. Work Day:

A regular work day shall be computed by totaling the number of hours between the time an employee reports to work and the time the employee is dismissed by the Employer representative on site at the end of such work day, including meal periods.

3. Overtime:

In accordance with FLSA Sec.7(B)(1), overtime will be paid as follows. If an Employee works less than 1040 hrs in a 26-week period, no weekly overtime is required. The following exceptions apply:

A. Where a technician's workday is in excess of Ten (10) hours (including the 1 hour paid meal period) overtime rate will be calculated at one and a half (1-1/2) of an employee's straight-time rate. Overtime, at the rate of two (2) times the hourly rate shall begin after twelve (12) hours.

B. If an employee works more than 56 hrs. in a workweek, that starts on Monday at 12:01am and ends on Sunday, 12 midnight, the employee shall be paid 1.5 x their regular rate for every hour worked over 56 hrs. The daily 1 Hour lunch period is excluded when calculating weekly overtime hours, but not excluded when calculating daily overtime hours.

C. There shall be no pyramiding of overtime pay (i.e., payment of overtime pay for an hour of work at the highest overtime rate applicable to that hour shall satisfy any other requirement for the payment of overtime for that hour).

4. Meal Periods:

Technicians shall receive a paid 1-hour meal period during the workday. Meal shall start no later than the beginning of the 6th hour (e.g. if a technician's call starts at 8:00 a.m., the first meal period may not start later than 1:00 pm.) If either these of these infractions occurs, the technician shall be paid one additional hour's pay at time and one-half the technician's hourly rate.

If a meal is not given (i.e. missed), the technician shall be paid one additional hour's pay at time and one-half the technician's rate. Any technician working more than six (6) hours after returning from their first meal shall require a second meal break of one (1) hour. If a meal is NOT provided and no meal break is given, technician will be paid an additional hour's pay at time and one-half of the technician's hourly rate.

Off-Site Meal Clause:

If technicians are required to go off-site for a meal break that is scheduled prior to the on-site "press room" meal opening, then total meal break will be 90 minutes to allow for travel.

5. Short Turnaround:

A technician shall be allowed at least a ten (10) hour rest period between his release from one day's assignment, including overtime hours, and his actual return to work on the following day. If the rest period

is less than ten (10) hours, the technician shall receive compensation of time and a half of his straight time pay per hour, calculated in half hour increments, up until the end of the period of intrusion. Nothing herein shall be interpreted as preventing the Company from changing a technician's start time for the next day in order to provide him a rest period between days of 10 or more hours.

6. Hotel:

Hotel accommodations will be provided under the following circumstances:

- A. A venue is more than 60 miles from Fenway Park (but not if the Technician lives within 60 miles of venue)
- B. A multiple day event with short turnaround from day to day
- C. Inclement weather including snow makes travel unsafe for the crew.
- D. The Company will provide single hotel rooms at clean, safe, and reputable providers.

XIII. HOLIDAYS

The following holidays shall be recognized under this Agreement and time and one-half shall be paid for work performed:

- New Year's Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Christmas Day

If a technician works on a recognized holiday, he shall be paid time and one-half for all hours worked on that day.

New Year's Day

If an event is scheduled on December 31st, for pay purposes, the New Year's Day holiday shall begin at 6:00pm on December 31st. All Event Technicians, whose work schedule includes any hours from 6:00pm on December 31st until 11:59 PM on January 1st, shall be paid at 1.5 times their hourly rate for those hours regardless of start time on December 31st.

Christmas Day

If an event is scheduled on December 24th, for pay purposes, the Christmas Day holiday shall begin at 6:00pm on December 24th. All Event Technicians whose work schedule includes any hours from 6:00pm on December 24th until 11:59 PM on December 25th (Christmas Day), shall be paid at 1.5 times their hourly rate for those hours regardless of start time on December 24th (Christmas Eve).

* 10-hour day rate rule only applies if technicians are released at or before 6pm.

XIV. DOUBLEHEADERS

The term "Doubleheader" shall refer to games when there are two (2) games in one day and they are ticketed as two (2) separate games with audience re-seating. Doubleheaders will be paid as two (2) individual day rates.

If there is a "Traditional Doubleheader", with the games occurring with only a short break between, then the rate will be 1.5x the hourly rate times for all hours worked. There will be one (1) extra camera operator and one (1) extra replay operator hired to serve as relief technicians on all scheduled "traditional" baseball doubleheaders.

When any two events/shows/games are worked on the same day, in the same venue, with a change of audience, the employee shall be paid their full rate for each event/show/game worked.

Tournaments or multiple events on the same day will be paid as ½ rate for each additional game covered plus any missed meals.

XV. CORPORATE - ENTERTAINMENT EVENTS

Only qualified Corporate/Entertainment events are covered under this agreement. To qualify an event must utilize a Mobile Production Unit or "Fly-Pack".

Non-Qualifying Entertainment and Corporate Productions will not fall under the jurisdiction of this Union agreement.

Minimum Rates for qualifying Entertainment and Corporate productions appear on the attached rate sheet. Addendum A.

Entertainment and Corporate Productions are defined in the Attached Addendum B.

XVI. TRAVEL – MILEAGE - PARKING

Travel Policy will reflect normal and accepted industry travel rules that exist including, but not limited to:

1. Mileage Reimbursement and PerDiem

If a venue is more than 60 miles from Fenway Park (but not if the Technician lives within 60 miles of venue) the Technician will be paid standard IRS rate for miles driven.

Per-diem of current government rate will be provided for all who travel more than 60 miles from Fenway Park (but not if the Technician lives within 60 miles of venue) and/or for every night of an overnight stay.

Air, train, cab fare and tolls will be reimbursed in full.

Parking: If free parking is not provided at a venue then parking costs will be reimbursed at \$40 per day.

If a broadcasting network (e.g. ESPN) and/or client has a travel policy that uses mileage/Per diem numbers different than the above, then the lower mileage number will be used to determine qualifications for mileage reimbursement and per diem.

Mileage and travel reimbursements will not be paid as wages to the Employee and will be reimbursed within 30 days of the company's receipt of the Employee's invoice.

2. Travel Days

a. All travel days, consisting of less than 5 hours travel time will be paid at the rate of one half of the 10 hr rate.

b. Travel days that consist of more than 5 hours travel time, door to door, will be paid at the rate of a full 10-hour rate.

XVII. JURISDICTION

1. The aforementioned agreed minimum hourly wages shall apply for all Sports, and qualified Entertainment and Corporate Events occurring within the Commonwealth of Massachusetts and the State of Rhode Island.

2. Specialty skills including but not limited to Steadicam, and Jib Cam etc. shall be negotiated on a per job basis. It is recognized that these positions are not under union domain if they are Owner/Operator positions and are negotiated outside this contract as independent vendors.

XVIII. BENEFITS

The company agrees, in addition to all wages and the sums required to be paid hereunder, to contribute the following pre-tax amounts to the Entertainment Flex Plans ("The Plan") or its lawful successor:

1/1/2014 –9/30/2014: The Company will contribute Pre-Tax, \$6.00 an Hour for all Hours worked (including overtime) into the Entertainment Flex Plan, with a minimum daily contribution of \$60.00 for 10 hour calls

10/1/2014 –9/30/2015: The Company will contribute Pre-Tax, \$6.50 an Hour for all Hours worked (including overtime) into the Entertainment Flex Plan, with a minimum daily contribution of \$65.00 for 10 hour calls

10/1/2015 –9/30/2016: The Company will contribute Pre-Tax, \$7.00 an Hour for all Hours worked (including overtime) into the Entertainment Flex Plan, with a minimum daily contribution of \$70.00 for 10 hour calls

1/1/2014 –9/30/2015: The Company will contribute Pre-Tax, 5% an Hour for all Hours worked (including overtime) into the Entertainment 401K Plan.

1/1/2014 –9/30/2015: The Company will contribute Pre-Tax, 5% an Hour for all Hours worked (including overtime) into the Entertainment 401K Plan.

1/1/2014 –9/30/2015: The Company will contribute Pre-Tax, 5% an Hour for all Hours worked (including overtime) into the Entertainment 401K Plan.

Also, the company will offer all employees the ability to make additional Pre-Tax contributions into both the Entertainment Flex Plan and Entertainment Plan 401K according to the terms of the Plan.

In accordance with the terms of the plan documents and government regulations, and as authorized in writing by the Employee, the Company agrees to deduct from the Employee's wages, pre-tax voluntary contributions to the Entertainment Industry Flex Plan and the Entertainment Plan 401K.

The Entertainment Industry Flex Plan and Entertainment Industry 401(k) Plan are Trusts, operated pursuant to the terms and provision of written Trust Agreements. Payment of contributions to The Plan as herein provided shall be due the first day of each month for the previous month, shall be received not later than the 15th of each month and shall be deemed delinquent thereafter. Payment of contributions to The Plan is otherwise subject to the rules, regulations and procedures of The Plans.

Payments and remittance report should be mailed to:
Entertainment Industry Benefit Plans
PO BOX 60669
Los Angeles CA 90060-0669
(323) 993-8888

XIX. SAFETY

1. The Employer recognizes the need to provide employees with a safe and healthy working environment. If safety gear is required for an assignment, the Company shall provide such gear. In addition, trucks shall be parked with enough space between them so Technicians can perform their duties safely free from exhaust fumes from vehicles.
2. If a possibly unsafe situation exists or occurs during an event, the potential problem shall immediately be reported to the management (Crew Chief) and/or the Union Representative on site. The management representative will consult with the job Steward and shall make any adjustments to hazards that the management representative feels needs immediate attention. No employee shall be disciplined for failure to participate in an activity that exposes the individual to danger.
3. Local Union Staff may inspect any workplace for safety issues but will not interfere with the workload.
4. Where access to rest rooms is considered inconvenient, management will provide adequate facilities near the truck location.
5. Bottled water will be made available at the truck location from the start to the end of the work call.

XX. NON-DISCRIMINATION

The Company and the Union agree not to discriminate against any Technician on the basis of race, creed, color, religion, national origin, ancestry, sex, familial status, disability, or Union membership.

Notwithstanding any other provision of this Agreement, the Company shall have the right, after consultation with the Union, to reasonably accommodate a Technician covered by this Agreement consistent with the Company's obligation under the Americans with Disabilities Act.

XXI. ZIPPER - NO PAST PRACTICES

There shall be no past practices unless specifically set forth herein. Any change in the wording of this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by both the Company and the Union

XXII. PRODUCTION REQUIREMENTS/NEW TECHNOLOGY

If during the life of the Agreement new technology, additional equipment or job responsibilities are added to the telecast which substantially changes the required job duties, skills, knowledge and /or responsibilities of a particular job, the subject shall be referred to a Labor/Management Committee for discussion to determine if accommodation is warranted. (e.g. training or rate increases)

XXIII. NETWORK DEFINITION

Network Sports Shows are defined by, in part and not limited to, the following characteristics:

The telecast/webcast schedule routinely changes in regard to the two teams participating in the event, and does not follow one specific team. It airs or may air in localities/regions outside the area of influence of the teams involved and includes live secondary usage.

Network Sports shows include, but are not limited to, the following Networks:

ABC
The ESPN Family of Networks (including ESPN, ESPN2, ESPN U & ESPN3)
Turner Sports (including TNT, TBS)
NBC & NBC Sports Network (formerly Versus)
Golf Channel
CBS & CBS College Sports
Showtime
Fox & Fox Sports 1 & Fox Sports 2
HBO
AXIS TV
NFL Network
NBA Network
MLB Network
NHL Network
Any Pay Per View shows

Any additions to or exclusions from this list will be subject to review on a case-by-case basis. If it is determined that the production falls under the definition of a "Network Sports Show," it will be subject to the "Network Sports Rate Card."

XXIV. LABOR/MANAGEMENT CLAUSE

Technicians, the Union and the Company shall meet a minimum of two (2) times a year, at the Union office in Norwood, MA, to discuss any issue of hiring, performance, etc that may arise.

XXV. MISCELLANEOUS

Should any provision of this Agreement be declared to be illegal by any court of competent jurisdiction, such provision will immediately become null and void leaving the remainder of the Agreement in full force and effect in conformity with applicable laws.

XXVI. TERM OF AGREEMENT

This Agreement (which shall be binding on the Employer and its successors and assigns) shall become effective October 1, 2013 and remain in effect until and including September 30, 2016, and from year-to-year thereafter, until either party gives the other at least (60) days notice of its intent to modify or terminate the Agreement at the end of its then current term.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be duly executed, the day and year first written above.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS L.U. 1228

BY: _____

Fletcher Fischer, Business Manger/Financial Secretary

DATE: _____

Program Productions, Inc.

BY: _____

Robert Carzoli

DATE: _____

**Addendum A
WAGES**

POSITION	WORK DAY	YEAR	REGIONAL SPORTS	NETWORK SPORTS	ENTER-TAINMENT	COR-PORATE
Technical Manager	10 HR DAY	YEAR 1	\$700	\$725	\$800	\$775
		YEAR 2	\$715	\$735	\$815	\$795
		YEAR 3	\$735	\$760	\$835	\$800
Technical Director	10 HR DAY	YEAR 1	\$625	\$650	\$725	\$700
		YEAR 2	\$635	\$660	\$735	\$715
		YEAR 3	\$650	\$675	\$750	\$725
Audio 1 ADD \$25 FOR 5.1 S/S/S	10 HR DAY	YEAR 1	\$625	\$650	\$725	\$700
		YEAR 2	\$635	\$660	\$735	\$715
		YEAR 3	\$650	\$675	\$750	\$725
Audio 2	10 HR DAY	YEAR 1	\$525	\$550	\$675	\$600
		YEAR 2	\$535	\$560	\$685	\$610
		YEAR 3	\$550	\$575	\$700	\$625
Video 1	10 HR DAY	YEAR 1	\$575	\$600	\$675	\$650
		YEAR 2	\$585	\$610	\$685	\$660
		YEAR 3	\$600	\$625	\$700	\$675
Video 2	10 HR DAY	YEAR 1	\$525	\$550	\$675	\$600
		YEAR 2	\$535	\$560	\$685	\$610
		YEAR 3	\$550	\$575	\$700	\$625
Graphics	10 HR DAY	YEAR 1	\$575	\$600	\$675	\$650
		YEAR 2	\$585	\$610	\$685	\$660
		YEAR 3	\$600	\$625	\$700	\$675
Font Assist	10 HR DAY	YEAR 1	\$525	\$550	\$675	\$600
		YEAR 2	\$535	\$560	\$685	\$610

		YEAR 3	\$550	\$575	\$700	\$625
Camera - Hard	10 HR DAY	YEAR 1	\$525	\$550	\$675	\$600
		YEAR 2	\$535	\$560	\$685	\$610
		YEAR 3	\$550	\$575	\$700	\$625
Camera - HH	10 HR DAY	YEAR 1	\$575	\$600	\$675	\$650
		YEAR 2	\$585	\$610	\$685	\$660
		YEAR 3	\$600	\$625	\$700	\$675
Camera - Robo	10 HR DAY	YEAR 1	\$575	\$600	\$675	\$650
		YEAR 2	\$585	\$610	\$685	\$660
		YEAR 3	\$600	\$625	\$700	\$675
Camera - ENG	10 HR DAY	YEAR 1	\$575	\$600	\$675	\$650
		YEAR 2	\$585	\$610	\$685	\$660
		YEAR 3	\$600	\$625	\$700	\$675
Lead EVS/Profile/LSM	10 HR DAY	YEAR 1	\$575	\$600	\$675	\$650
		YEAR 2	\$585	\$610	\$685	\$660
		YEAR 3	\$600	\$625	\$700	\$675
EVS RO/ Tape	10 HR DAY	YEAR 1	\$525	\$550	\$675	\$600
		YEAR 2	\$535	\$560	\$685	\$610
		YEAR 3	\$550	\$575	\$700	\$625
Score Box/Bug Operator	10 HR DAY	YEAR 1	\$345	\$370	\$445	\$420
		YEAR 2	\$360	\$385	\$460	\$435
		YEAR 3	\$375	\$400	\$475	\$450
Truck AD	10 HR DAY	YEAR 1	\$525	\$550	\$675	\$600
		YEAR 2	\$535	\$560	\$685	\$610
		YEAR 3	\$550	\$575	\$700	\$625

Phone AD	10 HR DAY	YEAR 1	\$350	\$375	\$450	\$425
		YEAR 2	\$360	\$385	\$460	\$435
		YEAR 3	\$375	\$400	\$475	\$450
Stage Mgr.	10 HR DAY	YEAR 1	\$325	\$350	\$425	\$400
		YEAR 2	\$335	\$360	\$435	\$410
		YEAR 3	\$350	\$375	\$450	\$425
Utility/Parab/Cart Driver	10 HR DAY	YEAR 1	\$345	\$370	\$425	\$400
		YEAR 2	\$360	\$385	\$435	\$410
		YEAR 3	\$375	\$400	\$450	\$425
Runner/Production Assistant	10 HR DAY	YEAR 1	\$225	\$275	\$325	\$300
		YEAR 2	\$240	\$290	\$340	\$315
		YEAR 3	\$255	\$305	\$355	\$330
Statisticians	10 HR DAY	YEAR 1	\$345	\$370	\$425	\$400
		YEAR 2	\$360	\$385	\$435	\$410
		YEAR 3	\$375	\$400	\$450	\$425
All Others	10 HR DAY	YEAR 1	\$525	\$550	\$675	\$600
		YEAR 2	\$535	\$560	\$685	\$610
		YEAR 3	\$550	\$575	\$700	\$625
Crew Chief/ Point of Contact		YEAR 1	\$50	\$50	\$50	\$50
		YEAR 2	\$50	\$50	\$50	\$50
		YEAR 3	\$50	\$50	\$50	\$50

**Addendum B:
Network Sports, Entertainment and Corporate Shows**

Entertainment Shows include but are not limited to Concerts and Musical Performances, Award Shows, Talk Shows, Parades, Dramatic and Comedic performances.

Corporate Events include but are not limited to Company Meetings, Medical Broadcasts, Teleconferences, Panel Discussion events, Company News shows and Sales Meetings.

PROPOSAL