

**COLLECTIVE BARGAINING
AGREEMENT**

NABET-CWA LOCAL 41

AFL - CIO

AND

CLARION PRODUCTION SERVICES, INC.

FEBRUARY 20, 2006

NABET-CWA, Local 41 (the Union) represents and warrants and it is of the essence hereof, that it represents for collective bargaining purposes all of the employees of Clarion Productions Services, Inc. (the Company) or as defined in the Scope of Unit clause, and the Company recognizes the Union as the exclusive bargaining agent for all such employees of the Company.

SCOPE OF THE UNIT

The term "employee" as used in this agreement applies to all technical employees, daily hires, and all independent contractors and includes, but is not limited to employees whose classification and wage scales are contained herein.

ARTICLE I

NO DISCRIMINATION

Section 1.1

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

ARTICLE II

EMPLOYMENT

Section 2.1

(a) As a condition of employment all employees referred to in Section 1.1 shall, thirty (30) days after the date of execution of this Agreement, or in the case of new employees, thirty (30) days after the date of hiring, become members of the Union and remain members in good standing in the Union during the term of each Agreement.

(b) In lieu of the provisions of (a) above, employees hired on a daily basis shall, after twenty (20) days of employment in a calendar year, become members of the Union and remain members in good standing in the Union during the term of each Agreement, provided only that such twenty (20) workdays fall within a period of no less than thirty (30) calendar days.

(c) In lieu of the provisions of (b) above, utility employees hired on a daily basis shall, after forty (40) days of employment in a calendar year, become members of the Union and remain members in good standing in the Union during the term of each Agreement.

The Company will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues or initiation fees, as required by the preceding paragraph.

Section 2.2

The Company shall give notice either written or verbal to the President of the Local Union or the Local 41 office of opportunities of employment after the Company has done the initial hires in the classifications covered by this Agreement, and the maximum rate intended to be paid. Such notice shall be of as long duration as practicable.

ARTICLE III

CHECK-OFF

Section 3.1

Clarion will provide NABET-CWA Local 41, each month, written information of each Daily Hire employed; that employee's name, address, telephone number, social security number, wages earned; so that each such Daily Hire's appropriate dues or initiation fee can be calculated.

ARTICLE IV

NO STRIKES OR LOCKOUTS

Section 4.1

It is agreed that there be no stoppage of work, lockout or other interference with Company operations and that the employees hereunder will perform their regular and customary duties for the Company until one of the parties has failed to comply promptly with any final decision of the Impartial Umpire or an arbitrator.

Section 4.2

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

ARTICLE V

TRANSFER OF WORK

Section 5.1

The Company agrees that it will not transfer or subcontract any work or functions covered by this agreement and presently being performed by employees in the bargaining unit, or to which employees are entitled under the terms of this Agreement, to persons outside the bargaining unit, provided that with respect to work or functions which in the past have been performed for the Company both by persons within and without the Unit, the Company may continue to have such work performed outside the bargaining Unit to a degree no greater than heretofore.

The Company agrees that it will not assign a non-NABET-CWA Company employee to record a program especially for the Company.

Section 5.2 - Claims by Other Unions

In no event shall the Company refuse to assign an employee in any case where the Company would ordinarily assign an employee because of any claim made by any other Union to the operation of all technical equipment in any particular area.

Section 5.3

Any sports production or other production crewed by Clarion will be performed by bargaining unit employees under this agreement.

ARTICLE VI

DAILY HIRES

Section 6.1

Work Call: A work call is the time and place the Company's client sets for employees to report to work.

Employees paid time will start at time set by the call, provided the employees are present at the respective points of call.

Employees will be given as much advance notice as possible of their work call. If less than 48 hours notice is given for a client's cancellation, and Clarion enjoys financial reimbursement from the client, each employee shall receive one-half (1/2) days straight time pay for each day so cancelled.

ARTICLE VII

WORK DAY

Section 7.1

A regular work day is defined as consisting of not less than a guaranteed ten (10) hours (or a guaranteed eight (8) hours if applicable), in any work day, which shall be computed by totaling the number of hours between the time an employee reports for work and the time of completion of the employee's duties for such work day, including meal periods where applicable. A tour of duty starting any day and continuing into the following day shall be considered as one tour of duty and attributed to the first day.

Section 7.2 - Daily Hire Work Day

Employees may be hired on a daily basis to work a minimum of ten (10) hours on any day unless the event has been negotiated and set as an eight (8) hour minimum day. A minimum ten (10) hour workday shall be considered standard, unless otherwise specified. The length of the meal period shall be one (1) hour and may be scheduled at the employer's discretion. Meals and/or meal breaks, which occur within the workday, shall be considered work hours. Partial or missed meal breaks will be deemed to be overtime and shall be paid at a rate of pay equal to one and one-half (1-1/2) times the regular rate of pay.

Section 7.3 - Overtime

Hours worked outside of a regular work week or for a daily hire in excess of ten (10) hours per day (or eight (8) hours if an eight (8) hour assignment) shall be regarded as overtime and compensated at one and one-half (1-1/2) times the regular base rate of pay.

ARTICLE VIII

TRAVEL TIME

Section 8.1

(a) Travel time shall be all time reasonably consumed by employees when traveling on assignment from their home or normally assigned office, and return thereto.

(b) Employees shall receive full credit for all travel time, including overtime or other penalties or premiums associated with time worked, except for travel time compensated under subparagraphs (c) and (d) below which shall not be considered time worked and shall be paid at applicable straight-time rates.

(c) When an employee leaves from his or her home and travels by air to a field assignment, the employee shall be credited with one and a quarter (1-1/4) hours for traveling from the employee's home to the airport. Such time shall be measured from the plane's scheduled departure. A credit of one and a quarter (1-1/4) hours, measured from the plane's arrival time at the gate shall be allowed if, at the conclusion of such assignment, the employee travels from the airport to his or her home. In all situations covered by this subsection (c), an additional hour shall be allowed in the case of a departure or return by international flight where customs or immigration procedures apply.

(d) When an employee is scheduled to travel from his or her home to an assignment that does not require an overnight stay, the employee shall be credited with the time normally required traveling from the home office to such assignment. If such employee is not scheduled to return to the home office from such assignment, the employee shall be credited with a like amount of time for the return to his/her home. However, employees will not be credited for time used in reporting from or returning to his/her home with regard to remote sites within Cook County, unless the employee is transporting equipment not normally kept at the employee's home.

(e) When on an out-of-town assignment, an employee's tour shall start when the employee is scheduled to leave his or her hotel or other accommodation for the assigned location and shall end when the employee is returned to his or her hotel or other accommodation.

(f) If employees are given days off while out of town, such days off will be with straight-time pay (ten (10) hours pay if the employee is normally scheduled for 10-hour workdays).

Section 8.2 - Meal Expense Allowance

(a) An employee assigned to a scheduled field pickup or other authorized Company business that requires out of town traveling (i.e., over 50 miles from Chicago city limits or as defined by the Company) and/or work away from the home office overnight shall receive a per diem allowance of Forty-eight Dollars (\$48.00) per day, for each calendar day that the employee is away from the home office for the contract years of 2006 and 2007. Per Diem allowance of Fifty Dollars (\$50.00) per day will be compensated for the contract years of 2008 and 2009.

ARTICLE IX

USE OF EMPLOYEE'S CAR

Section 9.1

Clarion will reimburse employees for mileage incurred for travel fifty (50) miles outside of the Chicago city limits at the current IRS rate per mile, provided it is understood Clarion will not pay below thirty-one cents (.31) per mile under any circumstances. Prior to the use of this Section, the Company will inform the involved employee as to whether and which expenses will be paid in the execution of the business of the Company. If the Company increases the rate per mile for employees of Clarion generally, such increase will be made applicable to the employees covered by this Agreement.

ARTICLE X

GRIEVANCES AND ARBITRATIONS

Section 10.1

Should a grievance arise during the term of this Agreement, the aggrieved Employee or Employees of the Company shall contact the designated Union Steward or Officer. The Steward or Officer and the designated management supervisor for the purpose of attempting settlement shall discuss the grievance promptly. Should the grievance remain unresolved after such discussion, it shall be reduced to writing on appropriate forms and signed by the Steward or Officer or, in the case of a grievance filed by the Union or the Company, by a Union or Company representative. The written grievance shall state the essential facts involved. Such written grievance shall be filed with the management supervisor and with the Union for processing to the Local Grievance Committee.

Section 10.2

The Local Grievance Committee shall be designated by the Union and the parties shall mutually agree upon its size. Local Grievance meetings shall be held on a regular, periodic basis as required.

Section 10.3

A duly authorized representative of NABET may investigate or inspect operations of the Company covered by this Agreement at reasonable hours and in such manner as not to disturb the normal operations of the Company. At sites not controlled by the Company at which employees covered by this Agreement are working and at which credentials to permit access are required, the Company will, upon request and whenever possible, supply such credentials to the President of the Local involved or, in his or her absence, to the President's designee.

Section 10.4

If the grievance is not settled at the grievance meeting, the Union or Company may request arbitration by delivering a signed, written notice to that effect directed to the other party, and to the American Arbitration Association.

(a) A final decision or award of the arbitrator shall be made within thirty (30) days after the close of the hearing. Such decision shall be binding on both parties and each of them will promptly comply. Each party will bear its own expense in carrying out the provisions of this Agreement but will share equally the expense of the arbitrator.

(b) In no event shall the arbitrator modify or amend the provisions of the Agreement, nor shall the same questions or issue be the subject of arbitration more than once, except upon a showing of new evidence, change of condition, or circumstances.

ARTICLE XI

REST PERIODS

Section 11.1

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

ARTICLE XII

EQUIPMENT EXCESSIVE IN WEIGHT

Section 12.1

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

ARTICLE XIII

CLASSIFICATIONS AND WAGE SCALES

Section 13.1

Employees involved in the production of sports events shall be guaranteed a 10 hour day. Employees for all other productions negotiated as such, shall be guaranteed an 8 hour day. Hourly wages will be calculated in one-half (1/2) hour increments. Groups for the purpose of classification and minimum wage scales shall be as follows:

Minimum Wage Scale: Utility Personnel Cable Puller Dolly Grip Parabolic/Shotgun Operator				
Year	Guaranteed Per Day		Hourly	
	10 Hour Day	8 Hour Day	10 Hour Day	8 Hour Day
2006 – 8%	181.71	147.42	16.39	18.72
2007 – 5%	190.80	154.79	17.21	19.66
2008 – 5%	200.34	162.53	18.07	20.64
2009 – 5%	210.36	170.66	18.97	21.67

Minimum Wage Scale: Main Audio EVS Operator **Video Shader Graphics (Chyron, Infnit! or Duct)				
Year	Guaranteed Per Day		Hourly	
	10 Hour Day	8 Hour Day	10 Hour Day	8 Hour Day
2006 – 8%	362.88	283.50	31.65	36.29
2007 – 5%	381.02	297.68	33.23	38.10
2008 – 5%	400.07	312.56	34.89	40.01
2009 – 5%	420.07	328.19	36.63	42.01

Section 13.1- Classifications and Wage Scales (cont'd)

Minimum Wage Scale:				
Audio Assistant				
**Camera Operator-Hand Held Camera				
Camera Operator-Hard Camera				
**Video-Tape Operators				
Year	Guaranteed Per Day		Hourly	
	10 Hour Day	8 Hour Day	10 Hour Day	8 Hour Day
2006 – 8%	324.00	272.16	30.57	34.02
2007 – 5%	340.20	285.77	32.10	35.72
2008 – 5%	357.21	300.06	33.71	37.51
2009 – 5%	375.07	315.06	35.40	39.39

Minimum Wage Scale: Television Show Technical Directors				
Year	Guaranteed Per Day		Hourly	
	10 Hour Day	8 Hour Day	10 Hour Day	8 Hour Day
2006 – 8%	373.95	294.84	32.71	37.42
2007 – 5%	392.65	309.58	34.35	39.29
2008 – 5%	412.28	325.06	36.07	41.25
2009 – 5%	432.89	341.31	37.87	43.31

The classification of employees in this Article is solely for the purpose of establishing minimum wage scales.

The percentage increases listed above are to be applied to all employees providing services for the Company, including those whose rates are above the minimum rates set forth above. The 8% increase for 2006 shall be effective February 20, 2006. Each subsequent increase will be effective January 1 of the year indicated.

For employees that have provided services for the Company during the period October 1, 2005 to February 19, 2006, who already received a rate increase for that work, there will not be an additional increase effective February 20, 2006 unless the percentage increase received for October 1, 2005 through February 19, 2006 period was less than 8%. In that case, the employee will receive the appropriate percentage increase to bring their total increase up to 8% effective February 20, 2006. For example, if an employee received a 5% increase in October, 2005, he/she will receive an additional 3% effective February 20, 2006.

Employees hereunder will be paid for each day worked no later than thirty (30) days from the day such work is completed.

***** Videotape operators who operate more than (1) slo-mo machine during a show will receive a flat fee of fifty dollars (\$50.00) in addition to their regular rate, for each day of such operation.***

*****Video engineers shading more than six (6) manned cameras during a show will receive a flat fee of fifty dollars (\$50.00) in addition to their regular rate, for each day of such operation.***

*****Camera personnel operating a hand-held camera during a show will receive a flat fee of forty dollars (\$40.00) in addition to their regular rate, for each day of such operation.***

Daily Hire and Independent Contractor Sideletter

This will confirm our understanding and agreement that daily hire employees and independent contractors that are hired under this Agreement by Clarion Productions Services, Inc. are solely responsible, due to the limited and sporadic nature of their employment, to provide their own medical insurance, life, auto and personal insurance.

It is further understood and agreed that daily hire employees and independent contractors that are hired under this Agreement by Clarion Productions Services, Inc. are solely responsible, due to the limited and sporadic nature of their employment, for paying all Federal, State and local taxes as well as any Union dues or initiation fees.

It is also understood and agreed that, for the entire term of this Agreement, Clarion Production Services, Inc. will provide workers compensation insurance coverage for all "employees" as defined in the "Scope of the Unit" clause of this Agreement and shall, on an annual basis, provide to the Union a certificate of such insurance coverage and a copy of such insurance policy.

TERM OF AGREEMENT

This Master Agreement shall remain in effect until midnight December 31, 2009. Upon written notice by either party served at least sixty (60) days prior to December 31, 2009 both parties agree to commence negotiations on November 2, 2009.

Kelley S. Dornier
Kelley S. Dornier
Clarion Production Services, Inc.

April 17, 2006
Date

Ray W. Taylor
NABET-CWA, Local 41 President

4/7/06
Date

[Signature]
NABET-CWA Sector President

7 April 2006
Date