



**NABET-CWA, LOCAL 41**

**AND**

**PROGRAM PRODUCTIONS**

**JANUARY 1, 2006**

**THROUGH**

**DECEMBER 31, 2010**

NABET-CWA (the Union) represents and warrants, and it is of the essence hereof, that it represents for collective bargaining purposes all of the employees of Program Productions (the Company) 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 and Employee Defined**

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

Program Productions must withhold income taxes, withhold and pay Employer's portion of Social Security and Medicare taxes and pay unemployment tax on wages paid to all employees (as defined by the Internal Revenue Service).

## **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, sexual orientation or national origin. It is understood that the preceding sentence will not be construed to prevent the Company from considering age when permitted to do so under applicable law.

## **ARTICLE II - EMPLOYMENT**

### **Section 2.1**

- a. 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 this Agreement.
- b. In lieu of the provisions of (a) above, employees hired on a daily basis shall, after twenty (20) days of employment (i.e., days paid under this Agreement in a calendar year, become members of the Union and remain members in good standing in the Union during the term of this 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 (i.e., days paid under this Agreement) in a calendar year, become members of the Union and remain members in good standing in the Union during the term of this Agreement.

- (d) The Company shall supply to the Local 41 office, on a show by show basis an advance report by e-mail or fax, which contains the following information: the date of the show, the name of the show and the names of all personnel assigned to work under this agreement. This report will be in addition to the monthly CWA report.

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 any opportunities for employment after the Company has done the initial hires in the classifications covered by this Agreement, and the maximum rate intended to be paid. Such notice shall be of as long a duration as practicable.

## **ARTICLE III – CHECK OFF**

### **Section 3.1**

The Company agrees to deduct one point six seven percent, (1.67%) from the gross wages of its NABET-CWA represented employees as shall such employee so request in writing, any periodic dues hereafter becoming due from such employee, and to transmit the money so deducted to the Sector Union Office as hereinafter provided. Any NABET-CWA represented employee desiring such deductions shall execute an effective dues checkoff authorization. Such assignment shall be automatically cancelled when the Employee is no longer in the collective bargaining unit represented by the Union. Further, the Company may invalidate the assignment upon written notice to the Local Union if any court or any agency of the United States holds, rules, or declares that any provision of this assignment violates either the Labor Management Relations Act of 1947 (as amended), or the Labor Management Report and Disclosure Act of 1959. The total amount of any deduction shall be promptly transmitted by the Company by a check drawn to the order of the appropriate Sector office of the National Association of Broadcast Employees and Technicians-Communications Workers of America, at 501 Third Street, N.W., 6th floor Washington, D.C. 20001 no later than the tenth (10<sup>th</sup>) day of the month following the deductions.

Upon issue of such check and transmission of same to the Assistant to the President, Chief Financial Administrator, of the above Union office, all responsibility on the part of the Company shall cease with respect to any amount so deducted. The Company shall

not be bound in any manner to see to the application of the proceeds of any check. The Union and Local Union hereby agree to indemnify and hold harmless the Company from any claim that may be made upon it for, or on account of, any such deduction from the wages of any employee.

#### **ARTICLE IV – NO STRIKES OR LOCKOUTS**

##### **Section 4.1**

It is agreed that there will be no stoppage of work, lockout or other interference with Company or its client operations. Any employees engaged in such activities may be subject to progressive discipline up to and including fines, suspensions or discharge. It is also understood 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, property or remote site, 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 Bargaining Unit the Company may continue to have such work performed outside the Unit to a degree no greater than heretofore.

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

##### **Section 5.2 – Claims by Other Unions**

In no event shall the Company refuse to assign an employee in any case where the Company would ordinarily assign an employee because of any claim made by any other Union in connection with the operation of specific technical equipment in any particular area, except where the other Union is a member of the AFL-CIO and has a bona-fide

written house contract over specific technical equipment or where there is a municipal or governmental regulation covering the work in question, a copy of which shall be supplied to Local 41. In any other circumstances the parties may exercise their rights as heretofore. The Company will endeavor to obtain a copy of the house contract and give it to the Union in advance of the pickup. Notwithstanding the foregoing, however, the Parties recognize that their industry is client driven and that various clients have historical or contractual relationships with other video production trade unions. As such, upon the request of a client having such historical or contractual relationship, the Company may perform work pursuant to a current, written collective bargaining agreement with such other video production trade union.

NABET-CWA, Local 41 will continue to perform current and future work assigned by the Company under this Agreement. Once the Company assigns work to Local 41, the Union cannot be removed from the assignment until the contractual obligation between the Company and its client is terminated.

### **Section 5.3 - Meal Expense Allowance**

The Company will provide meal allowances to employees outside the 75 miles radius. Due to the varying circumstances in connection with meal expense allowances, the Company needs a variety of payment methods to meet each set of circumstances, rather than one (1) inflexible rule. This new good faith application of meal expense allowance payment will be on a case by case basis and determined solely by the Company. This same flexibility and good faith pay principle will be applicable under Section 12 which deals with hours credited to the employee for travel time.

## **ARTICLE VI – DAILY HIRES**

### **Section 6.1**

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

Employees paid time will start at the time set by the call, provided the employees are present at the respective points of call. Example: a work call is assigned by Program Productions to employees to report to work at the Allstate Arena at 7:00 a.m. In order to be eligible for paid time employees must be present at the Allstate Arena at 7:00 a.m. If employees arrive after 7:00 a.m., paid time will commence upon their arrival at the Allstate Arena.

## **ARTICLE VII – MINIMUM WORK DAY**

### **Section 7.1**

Employees may be hired on a daily basis to work a minimum of five (5) hours on any day at a rate of pay equal to one-half (1/2) of their daily base rate, based on a ten (10) hour

work day, and shall not be entitled to any meal period. In the event that such employees are required to work more than five and one-half (5 ½) hours, they shall be paid the full daily base rate of ten (10) hours, and receive a full meal period.

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

### **ARTICLE VIII – REGULAR WORK DAYS**

#### **Section 8.1 (a)**

Employees involved in sports productions or any other production classified by Program Productions as an “A” event shall be guaranteed a ten (10) hour work day. Any hours worked after ten (10) shall be regarded as overtime and compensated at time and one-half (1 ½) times the employee’s regular rate of pay in quarter-hour segments.

#### **Section 8.1 (b)**

Employees involved in productions other than sports or any other production classified by Program Productions as a “B” event shall be guaranteed an eight (8) hour work day. Any hours worked after eight (8) hours shall be regarded as overtime and compensated at time and one-half (1 ½) times the employees regular rate of pay in quarter-hour segments.

### **ARTICLE IX – Reserved**

### **ARTICLE X – TURNAROUND/ OVERTIME**

#### **Section 10.1**

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

Assignments during any of the above turnaround periods shall be compensated for, in addition to the regular rate, at Eight Dollars (\$8.00) per hour for the portion of such assignment which encroaches on such turnaround period.

#### **Section 10.2 – Overtime /Long Tours**

If an employee works more than eight (8) or ten (10) hours in any single tour, pursuant to the provisions of Article VIII herein, he or she shall be paid for all the hours in excess of

eight (8) or ten (10) at one and one-half (1-1/2) times the regular rate of pay double time will be paid after fourteen (14) hours. Compensation for this excess time shall be in addition to any base pay to which such employee may be entitled regardless of the length of the tour in question.

### **Section 10.3 – Holiday Pay**

The following shall be deemed to be holidays irrespective of the day of the week on which the holiday may fall: NEW YEAR'S DAY (January 1<sup>st</sup>), PRESIDENT'S DAY (third Monday in February), MEMORIAL DAY (last Monday in May), THANKSGIVING DAY (fourth Thursday in November) and CHRISTMAS DAY (December 25<sup>th</sup>).

### **Section 10.4**

If an employee is required to work on any of the aforesaid holidays, the employee will receive, in lieu of other compensation, compensation at the rate of two times (2) his or her straight-time and overtime hours worked.

## **ARTICLE XI – MEAL PERIODS**

### **Section 11.1**

- a. The length of the employee's meal period shall be one (1) hour, and may be scheduled at the employer's discretion.

The Company may cater meals, in which event, the length of the employee's meal period shall be one-half (1/2) hour, and may also be scheduled at the employer's discretion.

## **ARTICLE XII – TRAVEL TIME**

### **Section 12.1**

- a. Employees covered by this Agreement shall travel in accordance with the prevailing policy of the Company at the time of travel.
- b. No employee shall be required to use a form of transportation which is excepted from coverage under a normal form of life, health or accident insurance which he or she has in effect unless the Company has made arrangements in advance to maintain such coverage or to provide an equivalent substitute. Employees whose individual insurance policies contain features which might require the Company to make arrangements under this subparagraph (b) shall so advise the Company.
- c. No modifications in the provisions of this Section shall be effective unless agreed to in writing by the Local Union and Program Productions.

**Section 12.2**

When available, the Company shall provide appropriate hotel accommodations with single occupancy.

**ARTICLE XIII- USE OF EMPLOYEE'S CAR**

**Section 13.1**

Compensation at the current Internal Revenue Service (IRS) mileage rate with a minimum of Six Dollars (\$6.00) for each work day involved shall be allowed an employee for use of his or her automobile with the consent of the Company in executing the business of the Company. Prior to the use of this Section, the Company will inform the involved employee as to what expenses will be paid in the execution of the business of the Company. If the Company increases the rate per mile for employees of Program Productions generally, such increase will be made applicable to the employees covered by this Agreement.

**Section 13.2**

Whenever it is used in this Article, the term "automobile" shall be defined as any land motor vehicle (excluding trailers) designed for travel on public roads.

**ARTICLE XIV – GRIEVANCES AND ARBITRATIONS**

**Section 14.1**

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 grievance shall be discussed promptly by the Steward or Officer and the designated management supervisor for the purpose of attempting settlement. 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 14.2**

The Local Grievance Committee shall be designated by the Union and its size shall be mutually agreed upon by the parties. Local Grievance meetings shall be held as required.

**Section 14.3**

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 Article, 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.

#### **Section 14.4**

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.

### **ARTICLE XV – REST PERIODS**

#### **Section 15.1**

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

### **ARTICLE XVI EQUIPMENT EXCESSIVE IN WEIGHT**

#### **Section 16.1**

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

### **ARTICLE XVII CLASSIFICATIONS AND WAGE SCALES**

#### **Section 17.1**

Groups for the purpose of Scope of Unit, classification and minimum wage scales shall be as follows:

*(Program Productions shall not be required to employ or assign one or more employees to the classifications or groups set forth below except as required by the needs of the production as determined solely by Program Productions).*

**Group 1 -Television Assistants**

(Who may perform one or more of the following duties):

Field Setup Person's duties/Utility/ Assist in lighting operation in the field

Cable Puller

Dolly Grip

Parabolic/Shotgun Operator

Game Box Operator and Tape Camera Operator classifications have been added.

The minimum Group 1 wage scale will now have four levels of pay. Program Productions has stated that these are new hire rates and that those employees currently working for Program Productions will receive pay equal to or next above the pay scales that they are currently receiving.

**Minimum Wage Scale:**

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Level 4				
Weekly	600.00	620.00	640.00	660.00
Hourly	15.00	15.50	16.00	16.50
Level 3				
Weekly	900.00	940.00	980.00	1020.00
Hourly	22.50	23.50	24.50	25.50
Level 2				
Weekly	1,000.00	1,040.00	1,080.00	1,120.00
Hourly	25.00	26.00	27.00	28.00
Level 1				
Weekly	1,100.00	1,140.00	1,180.00	1,220.00
Hourly	27.50	28.50	29.50	30.50

**Operations Group 5**

Field Engineers

Video Camera Engineers

Recording Engineers

Transmitter Engineers

Light Direction Engineers

Receiver Maintenance Engineers  
 Microphone Boom Operators  
 Video Control Engineers  
 Video Recording Device Engineers  
 Video Recording Device Technical Editing Engineers  
 Sound Effects Technicians  
 Cuing Device Engineers (when device is mounted on technical equipment)  
 Video Tape Engineers  
 Audio Control Engineer  
 Camera Dolly Operator  
 Boom Dolly Operator  
 Graphic Design Engineer  
 Adjust microwave receive and transmitting parabolas  
 Architectural Design Engineer  
 Senior Video Control Engineer  
 Graphic Design Engineers  
 Maintenance Engineer  
 Transmission Engineer  
 Audio and Video Facilities Engineer  
 Light Direction Engineer  
 Audio Control Engineer

The minimum Operations Group 5 scale will now have five levels of pay. Program Productions has stated that these are new hire rates and that those employees currently working for Program Productions will receive pay equal to or next above the pay scales they are currently receiving.

Minimum Wage Scale

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Level 5				
Weekly	740.00	780.00	820.00	860.00
Hourly	18.50	19.50	20.50	21.50
Level 4				
Weekly	1,060.00	1,100.00	1,140.00	1180.00
Hourly	26.50	27.50	28.50	29.50
Level 3				
2 - 3 years				
Weekly	1,100.00	1,140.00	1,180.00	1,220.00
Hourly	27.50	28.50	29.50	30.50
Level 2				
Weekly	1,240.00	1,280.00	1,320.00	1,360.00

Hourly	31.00	32.00	33.00	34.00
Level 1				
Weekly	1,600.00	1,640.00	1,680.00	1,720.00
Hourly	40.00	41.00	42.00	43.00

**Operations Group 6**

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

The minimum Operations Group 6 wage scale will now have two levels of pay. Program Productions has stated that these are new hire rates and that those employees currently working for Program Productions will receive pay equal to or next above the pay scales they are currently receiving.

Minimum Wage Scale:

	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Level 2				
Weekly	1,500.00	1,560.00	1,620.00	1,680.00
Hourly	37.50	39.00	40.50	42.00
Level 1				
Weekly	1,600.00	1,660.00	1,720.00	1,780.00
Hourly	40.00	41.50	43.00	44.50

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

**ARTICLE XVIII**  
**MISCELLANEOUS PROVISIONS**

**Section 18.1 Entertainment Industry Flex Plan**

In addition to the wages set forth in Section XVII, Program Productions will contribute in 2007 five and a half (5 ½ %), seven percent (7%) in 2008, eight and a half percent (8 ½%) in 2009, ten percent (10%) in 2010 of each employees' gross daily earnings into the Entertainment Industry Flex Plan (Flex Plan).

The Union and Program Productions understand and contemplate that daily employees may elect, through payroll deduction, to have their own monies allocated and paid by the Company on their behalf to the Flex Plan, subject to any limits set forth in the terms of the plans and/or any applicable laws, rules or regulations.

Program Productions obligations under this Section shall be conditional upon the Flex Plan and the remaining "qualified plans" as defined by the Internal Revenue Code or other applicable laws, rules and regulations.

**Section 18.2 Vendor Assignment**

Notwithstanding any other provisions of this Agreement, on a remote assignment not more than a total of four (4) non-bargaining unit persons employed by a vendor(s) may be assigned by Program Productions to maintain technical equipment owned by such vendor(s) but which has been turned over to Program Productions for operation at the remote site.

**Section 18.3 Post Production Video Tape Editing**

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

**Section 18.4 Five Year Term of Agreement**

This Agreement shall remain in effect until midnight December 31, 2010. Upon written notice by either party served at least sixty (60) days prior to December 31, 2010. Both parties agree to commence negotiations on November 14, 2010 for extension or modification of this Agreement for a period to commence January 1, 2011.

Ray W. Taylor  
NABET-CWA, Local 41

9/19/07  
Date

[Signature]  
NABET-CWA Sector

29 October 2007  
Date

Robert E. Gyl  
Program Productions

10/17/07  
Date