

**Broadcast Agreement for Chicago and Surrounding Area(s) between  
Castle Way Productions LLC,, the I.A.T.S.E., and its Local 762**

This Agreement is made and entered into on January 1, 2025, by and between Castle Way Productions LLC, ("CASTLE WAY PRODUCTIONS LLC,," "Employer," or "Company"), 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, and its Local 762 ("IATSE" or "Union") as follows:

**ARTICLE I**

**Recognition, Jurisdiction, and Application of Agreement**

**a.** The Employer hereby recognizes the IATSE as the exclusive bargaining representative and agent for all freelance operators employed by Employer as technical production crew members, in the job classifications described below, in connection with the live broadcast or recording of sporting and other events including pre-production, production, and post-production occurring within seventy-five (75) miles of the Richard J. Daley Center, Chicago, in the state of Illinois, including pre- and post-game shows. This recognition is restricted to the Employer and shall not be deemed to extend to any parent, affiliate or subsidiary corporation of the Employer, or to any operations of the Employer outside of those described herein.

**b.** Inclusions: Technical Director (TD), Audio Mixer (A1), Audio Assistant (A2), Camera Operators (stationary, mobile, and remotely operated), Video Controllers (V1 and V2), Graphic Operators, Capture/Playback Operators (CPO1 and CPO2), Score-box Operators, Utility Technicians, and others performing the above technical duties, without regard to their designation.

**c.** 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, Driver - Technicians) clerical personnel (e.g., Runners, Messengers, Statisticians, management/supervisory personnel (e.g. Unit Managers, Technical Managers), and security personnel.

**d.** This Agreement is intended to cover the employment of the above technicians for all live (or recorded/delayed telecast) sporting events. If the Employer is engaged to crew events other than as identified in this paragraph, Employer shall meet and confer with the designated Union Representative as to the appropriate wages, terms, and conditions for the event(s) 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.

**e.** The Union acknowledges Employer's contracts for video production services under collective bargaining agreements with other video production trade unions and

understands and agrees that this Agreement shall not be applicable where Employer (or Employer's client) is providing video production services under such other collective bargaining agreements. The Union may however seek to represent technicians working events for which no collective bargaining exists.

f. It is understood that the business of Employer includes providing crew and services for live-to-air broadcast and recording pursuant to the request(s) of its client companies, and Employer and client companies shall determine the nature and extent of the labor services required.

## **ARTICLE II**

### **Union Security**

a. Within thirty (30) calendar days of initial hire of any employee covered by this Agreement, Employer shall notify IATSE of the name, address, date of hire, classification, dates of employment and gross wages earned by each employee on an ongoing basis. Any employee who is engaged by the Employer within the above-described bargaining unit for a cumulative (may be non-consecutive) total of thirty (30) actual work days within any two (2) consecutive calendar years is required, as a condition of continued employment, to meet the financial obligations of Union membership, such amount of dues and initiation fees normally required by that local. Any employee who fails to comply with the above obligations within two weeks after having received an appropriate written notice of delinquency from the Union (with copy to the Employer) shall be deemed ineligible for future engagements by the Employer. Written notice of such ineligibility shall be given by the Union to the Employer, with a copy to the employee.

b. The Employer agrees that it will deduct Union dues payments from all taxable gross wages earned by employees covered by this Agreement. The Union shall notify the Employer of the amount to be withheld from the employee's wages, and will maintain a signed dues deduction authorization form for each employee. The Union will provide such authorizations to the Employer effective with the start date of this Agreement or as they are executed in the first year of this Agreement, and thereafter on an annual basis. The dues deduction authorization must be received by the Employer one calendar week prior to the end of the pay period for which dues are withheld from an employee's wages. The Union will also submit to the Employer, on an ongoing basis, a list of all employees who have chosen to withdraw their authorization of said check-off forms. Employer reserves the right to cease the deduction of Union dues from any employee from whom it receives a signed form withdrawing his or her authorization for same so long as Employer notifies the Union business representative that it has received such notice.

c. The foregoing obligations are to be interpreted and applied consistent with applicable law. The IATSE shall indemnify and hold Employer harmless against any claims or liability arising from Employer's compliance with any IATSE request to terminate an employee pursuant to Section a. and any deduction/withholding/transference of dues in Section b. of this Article.

### **ARTICLE III**

#### **No Sub-Contracting**

- a. Employer shall not subcontract with third parties for the performance of work within the scope of this Agreement unless the Employer determines that insufficient qualified freelancers are available in the market and/or special skills or equipment is needed and cannot be supplied by the Union. Employer reserves the right to contract with another business entity / individual only insofar as there exists a valid collective bargaining agreement between that entity/individual and the IATSE, applicable to the work by such business entity / individual.
  1. Before subcontracting, the Employer shall give notice to the Union of such necessity and shall provide an opportunity to discuss any subcontracting situation before implementation, unless the Employer's needs are immediate for an upcoming event.
  2. The Employer shall inform the Union of subcontracting needs at least thirty (30) days before implementation or as soon as practicable if crew changes requiring subcontracting are to be made with less than thirty (30) days' notice. In all cases the Employer shall inform the Union of any subcontracting in a timely fashion.
- b. The requirements of this Article (III) 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 hire and to direct the work force and to establish and modify the terms and conditions of the employees' employment, except as such right is expressly limited by specific provisions of this Agreement. The exercise of these management rights is vested exclusively with the 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;
  - lay off, terminate or otherwise relieve employees from duty;
  - determine the size and composition of the workforce and to eliminate, change, or consolidate jobs;
  - install new jobs;
  - direct the method and process of doing work and to introduce new and improved work methods or equipment;

- 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;
- determine the location where work is to be performed;
- determine the starting and quitting times, the time for lunch and rest breaks, and the number of hours to be worked; *and*
- demand such other work requirements, so long as they do not violate the express provisions of this Agreement.

## **ARTICLE V**

### **Hiring and Hiring Practices**

**a. The Referral List:** The Union will maintain and provide the Employer a Referral List of qualified individuals as well as 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 and has determined that the person is qualified to perform the jobs indicated. The Union will accept to the Referral List all qualified employees of the Employer without discrimination of any kind and regardless of Union membership; however any individual who fails to meet the financial obligation of membership in the appropriate local, per Article II.a. of this Agreement, shall not be eligible for the Referral List. Notifications shall be sent to the Company via e-mail at: \_\_\_\_\_.

**b. Preference of Employment:** To the extent that the Employer is in need of qualified persons to perform work covered by this Agreement, it will give preference of employment, provided qualifications as determined by the Employer are acceptable, to employees currently referred for work by the Union (*via* the Referral List) so long as a qualified person is available. The Union agrees that the Employer is not obligated to recognize seniority when hiring from the Referral List; however, in assigning employees for work, Employer shall apply, in no particular order and with no specific weight, the following criteria:

- The historical assignment of the particular position;
- The request of the client;
- Any prospective employee's relative length of employment within the local market;
- Any prospective employee's past and current availability;
- Any prospective employee's skill, knowledge, and ability;
- Any prospective employee's prior performance, work record, and adherence to Employer standards and expectations; *and*
- Employer's obligation(s) under any other trade union agreement.

**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

the Employer. The Union agrees not to impose any fees in excess of the maximum fees required of members of the Union upon eligible employees of the Employer who wish to join the Union or wish to be represented by the Union.

**d. Irregularities and Exceptions:**

1. The Employer may hire any person for one (1) workday outside of the Referral List, but such person must be referred to the Union for evaluation to be included on the Referral List if their performance was deemed acceptable by the Employer.
  - i. Employer shall be limited to an aggregate total of ten (10) days of non-Referral List of hire per year.
  - ii. Employees from other jurisdiction(s) hired and traveled by Employer to the jurisdiction covered by this Agreement shall not count towards the aggregate ten (10) days of non-Referral List hire, *immediately above*.
2. Employer provided experienced personnel shall staff all positions that are requested/required by its client(s) unless training arrangements are made in advance, consistent with Article XIX.b., of this Agreement, *below*.
3. If Employer has engaged and confirmed dates of work for an individual who subsequently becomes ineligible for Referral, per Article II.a. of this Agreement, all actual work dates for such individual beyond the end of the next complete pay period after Employer receives written notice of his/her ineligibility *shall* count towards the aggregate ten (10) days of non-referral hire permitted per year.

**e. 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 Employer may make hiring decisions based as well on client feedback/request(s), as well as Employer's own business/crewing decisions, and Employer agrees to convey to the local's Business Representative the nature of such feedback/request(s) or other information impacting an individual's future hireability. If the Hire List is exhausted, Employer will give preference to other technicians on the Referral List before hiring non-referred employees for crafts covered by this Agreement. The Employer and the Union agree that qualified, experienced personnel, as determined by the Employer, shall staff all positions unless training arrangements have been made in advance.

**f. Employee Cancellations:** If an employee has been offered an event to work and the employee confirms such assignment, the employee may not cancel unless a replacement satisfactory to the Employer has been found. The Employer shall assist the employee by providing names and phone numbers of other workers that would be acceptable replacements, but it is the responsibility of the employee to find the replacement. Criteria for such "satisfactory replacement" shall consist of an individual:

1. being on referral list in the specific craft;
2. having previously worked for the client in that position without issue; *and*
3. confirmation that the replacement employee is available and willing to work.

Employee will not accept bookings with Employer if the employee has or is aware of a prior scheduling conflict.

Employee will give notice of replacement to Employer at the earliest reasonable opportunity. If Employer deems the identified replacement to be unsatisfactory, Employer must respond to the employee within forty-eight (48) hours of such notice, or, where notice of replacement is received after Employer's business hours, Employer shall have until the end of the second business day to respond. On timely response by Employer,

- the original employee will be responsible for the committed event and may continue to seek a suitable replacement or resolve himself/herself to work the committed event; *or*
- Employer may release original employee from the booking and hire from outside the referral list, in which case such non-referral hire will not count as one of Employers referral list exceptions detailed in Section h. of this Article, *below*.

If Employer does not respond to employee within forty-eight (48) hours or the end of the second business day, the identified replacement is considered to be suitable and employee is released. If the Employer agrees to accept responsibility for a substitution, no further action is needed on behalf of the employee.

This Section (Article V(f)) shall not apply to cancellations due to medical or other emergencies. The Union agrees that if an employee cancels for medical reason or other emergency, and if circumstances require that Employer replace employee from outside the Referral List, such non-referral hire will not serve as one of Employer's Referral List exceptions detailed Section d. of this Article.

**g.** The parties shall meet at least bi-annually to discuss any crewing concerns that may arise. A designated representative of the IATSE and a Company representative responsible for crewing, along with other Employer representatives as may be deemed necessary shall be at this meeting which may be in-person or by telephone/videoconference (noting that any meeting held under the Agreement can also be held via videoconference. If crewing concerns arise between quarterly meetings, either side may call a meeting by sending the other written notice. Within ten days of such notice a meeting must be scheduled to take place.

## **ARTICLE VI**

### **Discipline and Discharge**

**a.** The Employer maintains the right to make and modify reasonable work and conduct rules (Castle Way Productions Field Employee Handbook) and require their observance. Employees may be disciplined up to and including suspension of duties and/or termination for failure to adhere to the Castle Way Productions Field Employee Handbook.

**b.** Whenever disciplinary action is taken, the Employer agrees to issue a "Notice of Termination" or a "Notice of Discipline" letter to the Union and affected Employee. The Union agrees that the issuance of "Notice of Termination" and/or "Notice of Discipline" letter 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. The employee may bring a Union Representative to such meeting which may be in-person or by telephone.

c. Employer may send a "Notice of Discipline Letter" to the Union for infraction of Employer's rules including but not limited to:

1. Abusive or inappropriate behavior, including harassment;
2. Not working effectively with other crew members and/or client representatives;
3. Excessive cancellation (outside of stated policy in Article V(f)); and
4. Failing to arrive on time and ready for work.
5. Violation of the Castle Way Productions Field Employee Handbook, described above in (a).

d. Employees may be terminated by the Employer by sending a "Notice of Termination / Do not Dispatch Letter" to the Union for serious or repeated infractions of Castle Way Productions Field Employee Handbook rules including but not limited to any of the following:

1. Violation of Employer's Drug and Alcohol Policy;
2. Violent or abusive behavior, including harassment
3. Excessive tardiness;
4. Stealing or theft of any kind;
5. Willful destruction of property; *and*
6. Not performing work assigned.

e. Notwithstanding the provisions of this Article (VI), Employer may, at its sole but reasonable discretion, in certain exigent circumstance, terminate an employee and have him/her removed from the workplace immediately if Employer believes the employee's continued presence at the worksite will have a significant detrimental impact on the work product, workplace safety or the safety of third parties, including but not limited to 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 upon 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 against another employer or CASTLE WAY PRODUCTIONS LLC, in another jurisdiction, sanctioned by the International President, shall not constitute cause for discipline as defined by this Agreement.

## **ARTICLE IX**

### **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 his/her duties as steward and acting by the authority of the Union, provided he/she continues to perform his/her job responsibilities.

## **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 or credentialing policies, but will use reasonable efforts to assist Union representatives with access difficulties.

## **ARTICLE XI**

### **Grievance and Arbitration**

a. In the event that the IATSE or an employee covered by this Agreement contends that the Employer has violated a provision of this Agreement or the Employer contends that the IATSE or an employee has violated a provision of this Agreement, the following procedures shall be applicable:

1. Within twenty (20) business days of the time a party alleging a grievance knew (or reasonably should have known) of the event(s) giving rise to the grievance, such party must give written notice of such event(s) to the other party, but in no case more than three (3) months after the event(s) which gave rise to the alleged grievance occurred. To the extent grievances related to the timely and proper payments under the health and welfare plan may be grieved, this provision shall have no application assuming such grievances are not barred or preempted by the governing plan or federal law. The failure to submit a complaint within the time periods specified shall constitute a bar to further action thereon. The written grievance shall include the specific sections of the Agreement which are alleged to have been violated, the date(s) or approximate date(s) of the alleged violation(s), the facts on which the grievance is based, the name of the individuals aggrieved (if applicable), and the remedy sought.
2. A representative of the IATSE and a designated representative of the Employer shall, within ten (10) business days after service of written notice of the claim, meet and discuss the matter and attempt to effect a settlement of said controversy or dispute. Any agreement reached at this stage shall be reduced to writing and shall be final and binding on all parties.
3. In the event that such controversy or dispute is not settled by the Employer and the IATSE within twenty (20) business days after the written notice given pursuant to paragraph (1) above, or within ten business days after the meeting referred to



in paragraph (2) above, then such controversy or dispute resolution 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.

4. The parties will attempt to establish a mutually agreeable panel of permanent arbitrator(s) for the duration of this Agreement. If the parties are unable to agree upon such arbitrator(s), the arbitrator shall be selected from a lot obtained from the American Arbitration Association (AAA), by alternate striking of names, with the Union going first.

- i. If the dispute requires a tripartite (three involved parties) or multi-party (more than three involved parties) arbitration (collectively "Multiple Party Arbitration"), as more fully discussed in Section (e) of this Article, *below*, the labor rules of the applicable mediation or arbitration service shall govern, except that the arbitration shall be held within sixty (60) days of the request to arbitrate.

**b.** 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.

**c.** The Arbitrator may use past practices or understandings in interpreting, applying, or expressing terms of this Agreement, only insofar as such interpretation or application is not in conflict with any express terms, herein.

**d.** The decision of the Arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.

**e. 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 Section (XI.e.) 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 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. Specific to this Section e. Jurisdictional Disputes, in the event of picketing by one of the competing unions 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 reserves the right to submit the dispute to the NLRB for resolution.

f. All time limits are subject to extension, but only by mutual written agreement.

g. The grievance and arbitration procedure is to be the sole and exclusive remedy for any alleged breach of this Agreement or any other grievable dispute relating to the employment by the Employer of employees covered by this Agreement and the parties agree that any Arbitrator shall be bound by the provisions of this 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 an employee's report to work time (hereinafter "call time") and the time the employee is dismissed by the management representative on site at the end of such work day, including meal periods. Employer shall provide employee forty-eight (48) hours' notice of his/her call time, or as much notice as is reasonably possible.

c. **10 Hour Minimum Call**: All employees shall be guaranteed at least ten (10) hours of pay.

d. **Work Week**: The workweek shall be Monday through Sunday. The workweek and ending days may be amended from time to time at Employer's discretion, as necessary

to meet any changes in Employer's payroll systems. The Union will be notified as soon as is practicable in advance of such change.

**e. Overtime:**

1. An employee's ten (10) hour minimum call will consist of nine (9) hours at the straight time rate (which is inclusive of a one (1) hour paid meal period that is not considered to be time worked), set forth in Appendix A of this Agreement, and one (1) hour at one and one-half (1.5) times his/her straight time rate. For any actual hours or fractions thereof worked in excess of ten (10) hours up to and through the thirteenth (13th) elapsed hour in any one (1) work day (including meal period) and/or any actual hours worked in excess of forty (40) straight time hours in any one (1) work week, employees shall be compensated at one and one half (1 ½) times the straight time rate (hereinafter the "Overtime Rate").
2. An employee shall receive two (2) times his/her straight time (hereinafter the "Double-time Rate") for all actual hours or fractions thereof worked in excess of thirteen (13) elapsed hours on any workday.
3. It is understood that any time not worked by an Employee which would otherwise count towards overtime in a work week will not be deducted under circumstances wherein the PDER released the Employee from the job site early. As such, the time in question will continue to apply towards the weekly overtime calculation. By way of example, an Employee who is released from an event early by the PDER, say after working seven (7) hours, will still receive credit for the balance of unworked time which would otherwise count towards weekly overtime for that workday included in the Employee's weekly overtime calculation.

**f. Pyramiding:** It is specifically understood that there shall be no pyramiding of over-time pay made under any of the provision of this Agreement.

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

1. A regular Double Header will have a fourteen (14) hour minimum call with overtime being paid after eight (8) hours of actual work in accordance with the overtime provisions of this Agreement. Employer may use a second crew for the second game of a Double Header to avoid the 14-hour minimum call provision of this subsection (XII.g.1.).
  - The 14-hour minimum call for Double Headers shall not be applicable if second game is for alternate (different from first game's) client or rights holder.
2. A Multiple Event in which the venue is cleared of fans/patrons between events and/or one that requires patrons to purchase two separate admissions, including a "day-night double header," and/or occurring in two (2) separate venues (e.g. baseball then hockey) shall be paid as two (2) 10-hour minimum calls. In such case, the overtime provisions after ten (10) hours in one (1) work day / event are specific to that single event; any time worked or paid in the first event shall not compound or be cumulative to a second or subsequent event.
3. A nutritionally balanced meal shall be provided for and delivered to those employees unable to take a meal break.

4. Employees will be notified at least one (1) week in advance regarding the existence of multiple events in a single day. Such employee will be given the option to decline without retribution.
5. If an employee has confirmed assignment for a Double-Header or single day Multiple Event, the employee shall not be replaced nor have his/her call time changed (unless otherwise prescribed/agreed to herein) to avoid payment of premiums or penalties.

#### **h. Meal Periods:**

1. All meal periods shall be compensated and will be one (1) hour in length. The meal period shall occur no sooner than the beginning of the third (3rd) hour and no later than the beginning of the sixth (6th) hour from the employee's commencement of work. A second meal period shall commence no later than the beginning of the sixth (6th) hour after conclusion of the previous meal period. If at the time a meal period would be necessary, the crew is engaged in wrap of the show or within thirty (30) minutes of being dismissed for the day, the applicable meal period shall be waived and employees shall receive an additional one-half (.5) hour at their prevailing wage.
2. In an employee misses or incurs a substantially delayed first meal break due to work, he/she will be compensated an additional hour at their Overtime Rate. If an employee misses or incurs a substantially delayed second or subsequent meal break, in addition to premium pay, he/she will be compensated an additional one hour at their Double-time rate. In either such case, the additional hour shall not be considered actual work for the purpose(s) of triggering/calculating overtime pay detailed in Section XII.e.1., *above*. "Substantially" here shall mean a delay of one-half (.5) hour or more; however, frequent or consistent delays of less than thirty (30) minutes will be reviewed *via* impromptu labor-management meetings and may thereafter be subject to the penalty compensation detailed in this subsection (XII.h.2.).
3. In the event the company elects to cater meals on site, such will be nutritionally balanced hot meals appropriate to the time of day. The Employer will make arrangements for food to be served in a comfortable space that is out of the weather.
4. In the event that the company does not elect to cater meals on site, where restaurant facilities are remote, crew members will be given an extended meal period for extra travel time reasonably incurred.

#### **i. Rest Periods:**

1. All technicians shall be granted at least two ten (10) minute breaks, one of which shall be within thirty (30) minutes of the start of the event and the other shall be after the event, in addition to a meal break during a ten-hour event. The Employer will not unreasonably deny a relief break when necessary.
2. Employees shall be given eight (8) continuous hours off between the time of dismissal and reporting for the next day's work. 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 eight (8) hours in

between calls are given, the employee and the Employer shall provide one of the following remedies:

- A premium of one and one half (1 ½) times the employee's rate shall be paid for hours invading the eight (8) hour rest break; *or*
- Provide an adjusted call time. The adjusted call time will also count as the employee's "in time" for the day.

The 8-hour minimum rest period in this subsection (2), *immediately above*, shall not apply if the infringing call time is for work with a second/separate client or rights holder.

3. Employees that must travel after working hours shall be given adequate time and appropriate facilities to clean up before traveling whenever practical to do so.
4. Outdoor Events: Additional rest periods and/or relief personnel will be discussed and agreed upon, whenever practicable, in advance of crewing any outdoor event where extreme temperatures (heat or cold) and/or exposure to other severe weather elements (e.g. high winds, persistent and/or driving rain, etc.) are likely. In the absence of any specific agreement by the parties on staffing and/or relief breaks in such conditions, the parties will consult and abide by the relevant OSHA guidelines for same.

**j. Cancelled Calls:**

1. If the Employer cancels an assignment of a previously booked employee, the employee shall be compensated eight (8) straight-time hours' pay for less than forty-eight (48) hours' notice, and a full minimum day rate for less than twenty-four (24) 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 equal to the cancelled call. Any payment received under this subsection (XII.j.1.) shall not be considered actual work for the purposes of calculating/triggering overtime in Section XII.e., *above*.
2. In such case(s) where cancellations are due to a sports team being eliminated during playoffs, unless it is shown that Employer was regardless paid under contract or other agreement, there shall be no compensation due to employee(s) whose assignment(s) are so cancelled.
3. If an employee is restricted from working in a venue
  - i. due to a determination made by the management/representatives of that venue;
  - ii. upon written proof of same; *and*
  - iii. Employer hires that employee without knowledge of the restriction and is subsequently required to cancel and replace that employee; *then*

There shall be no penalty for the cancellation and, if circumstances require that Employer replace that employee from outside the Referral List, such a non-referral hire will not serve as one of Employer's Referral List exceptions detailed in Section d. of Article V.

**k. Parking:** Employees' actual parking costs, up to thirty dollars (\$30.00) will be reimbursed by Employer. Employer may pre-pay or pre-arrange parking at secure lots

within reasonable distance from the venue. Employees shall provide notice to Employer of parking and all other reimbursable expenses within twenty-four (24) hours after the expense is incurred and original receipt or other documentation must thereafter be provided to Employer within fourteen (14) days. The parking reimbursement under this Section k. does not apply to events held at U.S. Cellular Field or United Center; however, if employee parking costs at U.S. Cellular Field or United Center substantially increase, the parties agree this Section k. shall become applicable thereto.

### **ARTICLE XIII**

#### **Holidays**

a. The following shall be deemed holidays, irrespective of the day of the week on which the holiday may fall: New Year's Day, Martin Luther King Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. The Christmas and New Year's holiday shall start on 6:00 p.m. the day preceding the holiday and end on midnight at the end of the actual holiday.

b. If an employee is engaged to work or travel on any of the holidays listed above, the employee will be compensated his/her regular hourly rate for all time worked, in accordance with the guarantees of this Agreement, and the employee will be compensated a "Holiday Pay Bonus" at additional eight (8) hours at their straight-time rate. The parties acknowledge that the Holiday Pay Bonus shall not be considered hours worked for the purpose of computing hours over forty (40).

### **ARTICLE XIV**

#### **Payment of Wages**

a. Employer shall maintain a regular payroll period. Employees' checks are issued and mailed on the third (3rd) Friday following their work week.

b. Employer shall regularly provide to each employee a detailed accounting of all monies and benefits paid and any deductions made within the previous payroll period.

c. No employee covered by this Agreement shall be responsible for handling Employer's cash.

### **ARTICLE XV**

#### **Crafts, Manning, and Fees**

a. Technical Directors: Shall work under the direction of the Client's Producer, Director, and/or Employer's Representative (PDER) to implement his/her instructions for providing the visual portion of the telecast. The Technical Director shall have the required skills to program and operate the required switcher, DVE's, capture/playback equipment/fast forward channel outputs, still store, and other related equipment necessary to fulfillment of his/her job skills/responsibilities. Additional skills include, but are not limited to: layout of the monitor wall and tallies, coordination of the tech schedule, and performing fax and transmission checks.

**TDs – Additional Feeds:**

- TD shall receive an additional seventy-five dollars (\$75.00) (“Feed Adder”) for providing a Feed that requires dedication of a portion of the switcher (e.g. one ME) and requires a different transition by the primary TD that is not included in the primary broadcast.
- This Feed Adder shall not be due when standard feeds are provided to the relevant leagues, conferences, or venues, and shall not apply to feeds between home and visitor productions, unless the visitor production feed requires a transition from the primary broadcast.
- Absent any exhaustive list of all feeds that *would* satisfy this provision / trigger the Feed Adder additional compensation, the Parties specifically identify feeds provided directly to NHK, NBATV, MLS World feed, and ESPN among those for which the Feed Adder shall be due, and agree to confer regarding any subsequent additional or unanticipated feeds required by Employer’s clients during the course of this Agreement. The TD workflow for the NBA App feed is herein determined not to trigger the additional compensation / Feed Adder in this provision.

**b. Audio A-1:** Shall work under the direction of the PDER to implement his/her instructions for providing the audio and communications portion of a telecast. The Audio A1 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 to operate/perform other related equipment/services necessary to the fulfillment of his/her 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.

**c. Audio A-2:** Shall work under the direction of the PDER to implement his/her instructions for providing the audio portion of a telecast. The Audio A2 shall have the required skill to setup and troubleshoot microphones, intercom, and cabling related to the audio, communications and RF portion of a telecast and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills/responsibilities. Additional skills include, but are not limited to: assisting/relieving the A1 with his/her direct skills as may be required and running and interfacing of multiple building-to-truck, truck-to-truck, and other interconnecting cabling.

**Audio:**

- On a show where there are two (2) or more “on camera” positions used back to back during a single production, the company shall engage at least two (2) Assistant Audio (A-2) technicians.
- At least two (2) Assistant Audio (A-2) technicians shall be employed on productions utilizing RF equipment.
- Audio Assistants shall not be asked to perform the duties of the Stage Manager, or operate cameras.
- For dual feeds there will be a separate audio crew.
- At least one (1) Audio A-2 will be employed for each production.

**d. Video Controller / V-1:** Shall work under the direction of the PDER to implement his/her instructions for providing the image portion of a telecast. The V-1 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 his/her job skills 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.

**e. Assistant Video Controller / V-2:** Shall work under the direction of the V-1, and PDER to implement his/her instructions for providing the image portion of a telecast. The V-2 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 his/her job skills 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.

Video:

- A single video operator can paint and/or iris no more than nine (9) cameras including color corrected feeds. Clock, scoreboard, and locked off POVs are not included unless the Video Controller is asked to actively color correct the POVs. After nine cameras a second experienced Video Controller is required.
- In the event of a dual feed there shall be a second video operator engaged.
- Where a second video operator is engaged, he/she shall be assumed to share the overall video workload.

**f. Graphics Operator:** Shall work under the direction of the PDER to implement his/her 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 his/her job skills and responsibilities.

Every effort shall be made to notify a Graphics Operator at the time of booking by the crewing service when a Graphics Coordinator or Score Box Operator will not be employed. If a Graphics Coordinator or Score Box Operator is not employed, the Graphics Operator shall be paid an additional fee adder for each position as follows: \$160.00.

An Additional premium of sixty dollars (\$60.00) per event shall be paid for additional, on-site design work, animation, or font creation. Approval for this premium payment must be arranged with the employer prior to billing the client.

An Additional premium of ninety dollars (\$90.00) per event shall be paid if a Graphics Operator is assigned to operate a graphics machine that has an automated system data failure such that the operator is required to control the system manually.



**g. Hard Camera Operator:** Shall work under the direction of the PDER to implement his/her 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 and assist with cabling and setup of video monitors, lighting, telestrator, and radar/speed gun. Operators shall have the ability to assist the Video Controllers and truck engineers in troubleshooting and to operate perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include, but are not limited to: running of multiple building-to-truck, truck-to-truck, and interconnect cabling.

**h. Handheld Camera Operator:** Shall work under the direction of the PDER to implement his/her instructions for providing handheld camera operations. The Handheld Camera Operator shall have the required skills to cable, assemble and operate handheld video cameras and assist with cabling and setup of video monitors, lighting, telestrator, and radar/speed gun. Operators shall have the ability to assist the Video Controllers and truck engineers in troubleshooting and to operate/performance other related equipment/services necessary to the fulfillment of his/her 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.

**i. Robotic Camera Operator:** Shall work under the direction of the PDER to implement his/her instructions for providing remote-controlled camera operations. The Robotic Camera Operator shall have the required skill to cable, assemble, balance, operate, and tear down the robotic-style camera crane as well as the ancillary equipment that goes with robotics. The Robotic Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and to operate/performance other related equipment/services necessary to the fulfillment of his/her 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.

**j. ENG Camera Operator:** Shall work under the direction of the PDER to implement their instructions for providing quality ENG camera recordings from the shoulder and/or from a tripod. ENG camera operators shall have the ability to move throughout the venue, inside or out, at the discretion of the PDER to record and subsequently deliver audio/video content for later use. The ENG operator may work independent of the production's communications system. The ENG Camera Operator shall have the required skills to assemble and operate ENG cameras, including knowledge of and familiarity with ENG recording formats, audio levels, camera iris control, lighting, camera batteries, and battery chargers. The ENG Camera Operator shall have the ability to assist the Video Controller(s) and truck engineers in troubleshooting and operate/performance 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.

**Camera:**

- Robotic Camera Operators shall receive a call in time the same as the earliest Camera Operator for the event. Robotic Operators shall not be required to operate more than two (2) cameras at any one time or set up more than one camera system without assistance (from a Utility or another Camera Operator).
- Camera Operators when directed by the PDER to perform ENG duties shall receive a premium of \$75.00 per event.

**k. Capture Playback Operator 1 (Lead EVS/CPO1):** Shall work under the direction of the PDER to implement his/her instructions for providing record/playback/slomo operation and playlist execution of a multi-channel video recording device. The CPO1 shall have the required skills to record, edit (assembly of various elements), slomo, playback, construct, and execute elements/playlists and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills. Additional skills include, but are not limited to: monitor and router layout and organizing and assembling melts.

**l. Capture Playback Operator 2 (RO/CPO2):** Shall work under the direction of the PDER to implement his/her instructions for providing record/playback/slomo operation of one or more videotape machine(s). The CPO2 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 his/her job skills and responsibilities. Additional skills include, but are not limited to: monitor and router layout and organizing and assembling melts.

**Capture Playback:**

- Operators shall not be responsible for more than two (2) playback channels or assigned to run more than two (2) slow motion machines at one time.
- If an Operator is required to create playlists or is assigned a super slow motion machine that requires the slow-motion capture be triggered *via* a separate controller, the Operator shall be paid at the CPO1 rate.
- Multi-channel machines: If more than four (4) playback channels are utilized, a minimum of three (3) Operators shall be employed. A CPO2 will not be responsible for more than four (4) production-controlled channels during a show. A 6-channel machine Operator will be paid at the CPO1 rate.

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

- The Score Box Operator's call in time shall be three (3) hours before the game/event start time. If Employer requires/requests a Score Box Operator to report for work more than three (3) hours before the game/event start time, prior arrangements regarding additional compensation will be made with that employee.

If the Score Box is used as the sole graphics device on a production and is utilized to perform functions more extensive than are customary for the score box as it is used throughout the sports broadcast industry, the operator shall be paid at the Graphics Operator rate and be entitled to all applicable fee adders for that job classification.

A Score Box operator shall not be required to download or update information for any client or company other than the one Castle Way Productions has employed them to service.

n. Utility: Shall work under the direction of the PDER to implement his/her instructions for assisting camera and/or other operations. The Utility shall have the required skills to cable and assist with the operations of all video, audio, and lighting equipment, provide active cable assistance to moving camera operators during all phases of camera operations, assist other crew and truck engineers in troubleshooting, and to perform other related services necessary to the fulfillment of his/her job skills and responsibilities. Additional skills include, but are not limited to: running of multiple building to-truck, truck-to-truck, and other interconnecting cabling and setup of monitors, radar/speed gun, and telestrator (also including sets and stage materials).

- A dedicated Utility worker shall be assigned to all Handheld Camera Operators, unless the handheld camera is at a location that does not substantially move during the event.
- There shall be a second (2nd) Utility hired for set/strike days on "Dual" shows where the venue is converted from one type of event to another.

## **ARTICLE XVI**

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

a. An employee whose call was for a given classification but is then assigned the duties of higher paid classification shall be paid at the rate of the higher paid classification for the entire day.

b. When an agent of the rights holder requests or compels a technician(s) to provide any of services which require the Employer to pay an additional fee or premium or incur a penalty for such work, they shall initial a check off sheet that indicates the request(s), and/or have such duties approved by the appropriate Employer designee.

## **ARTICLE XVII**

### **Employer's Policies**

Employees are subject to the Employer's policies, as outlined in the "Program Productions Field Employee Handbook," whether downloaded via Employer's website or distributed in hard copy. Employer shall provide same to the Local Union's business representative.

## **ARTICLE XVIII** **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 provide a representative on site that will have knowledge of the client's requirement for the broadcast and will supervise the crew.
- c.** If a possible unsafe situation occurs during an event, the potential problem should immediately be reported to the management representative on site. 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 one (1) member of the local and sufficient number of management representatives (relevant to issues being addressed) shall be established and shall meet, whether in-person or by telephone, 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. Outside of emergencies, such meetings shall not occur during work hours.
- e.** Any employee can inform the safety committee of possible unsafe working conditions. The committee will investigate and within five (5) workdays and, 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) days and corrected as needed.
- f.** Where access to rest rooms is considered inconvenient, the Employer will make every reasonable effort to provide adequate facilities near the truck location. Cool water will be made available at the truck location from the start to the end of the work call.

## **ARTICLE XIX** **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 his/her regular rate; otherwise, the trainee is unpaid. The provision for such training is subject to

Employer and any employee serving as trainer mutually agreeing on compensation to train or supervise training of another employee/freelancer.

c. Employer shall contribute to the IATSE Training Trust in the amount of one dollar (\$1.00) per day worked or paid on behalf of each Employee under this Agreement, effective January 1, 2020.

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 hours 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 to 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.

d. The Parties acknowledge either side may identify training needs and/or suitable training candidates within the jurisdiction. The Union is committed to working with Employer to coordinate training and, wherever possible, training cost reimbursement *via* the IATSE Training Trust.

## **ARTICLE XX**

### **Joint Training Committee**

The Employer and the Union agree that advances in technology require a forum to discuss and resolve issues related to the training of employees covered by this Agreement. To that end, the parties hereby establish a Joint Training Committee. The Committee will research and develop training programs, which are of mutual benefit to the Employer and the Union. The Committee members will be selected on an *ad hoc* basis and will meet and confer at a time agreeable to both parties. Such meetings may be in-person or by telephone.

## **ARTICLE XXI**

### **Labor-Management Committee**

A Labor Management Committee shall be established, with sufficient number of representatives from each side to address the issues before it. The committee shall meet at least bi-annually. Such meetings may be in-person or by telephone. Any member of the committee can submit issues for committee consideration.

## **ARTICLE XXII**

### **Travel**

**a.** Employees shall establish and report to Employer their local residence / home area, and any mileage and time computed in Section e. of this Article, *below*, shall be calculated thereon. A Distant Location is thereafter any work site more than fifty (50) miles from the Richard J. Daley Center, or the employee's reported home, whichever is closer to the work location.

**b.** Employer shall pay customary travel costs for any employee asked to report to a Distant Location including, where applicable:

1. Hotel, cost of common carrier, cabs, tolls, rental cars, gas, and parking to be reimbursed at the actual cost to the employee. Employees shall provide notice to Employer of such expenses within twenty-four (24) hours after the last work or travel day and original receipt must be provided to Employer within fourteen (14) days.
2. A *per diem* of fifty-five dollars (\$55.00) shall be paid for each day or fraction thereof such employee is working outside their local residence / home area, inclusive of travel days.

**c.** Expenses will normally be billed directly to the Employer; however, in cases where such direct billing is not possible, the employee will pay his/her own travel costs and thereafter be reimbursed in accord with Employer's normal payroll and expense reimbursement procedures. Employee will be notified in advance of such expenses to be self-paid.

**d.** Employees traveling by common carrier at Employer's request shall be compensated at one-half (.5) of his/her regular rate of pay 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 compensated his/her 10-hour minimum call rate of pay. Travel time under this Section (d) shall begin one (1) hour before scheduled departure time and end upon reasonable arrival at the event location or hotel.

**e.** Employees who travel by personal car in excess of fifty (50) miles to or from work will be compensated at one-half (.5) 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, employee shall be paid his/her 10-hour minimum call. This includes passengers of a carpool.

1. Employees will receive applicable healthcare and retirement benefits for each hour driven/paid.
2. Employees will be paid a minimum call at their agreed craft rate with healthcare, annuity, and full pension contribution if drive-time exceeds six (6) hours.

Where a determination of driving time is not agreed, for the purpose of this subsection (XXII.e.2.), the driving time in hours shall be computed by dividing the miles between the Richard J. Daley Center (or employee's home, whichever is closer to the work location)

by fifty-five (55). In addition the driver/vehicle owner will also be compensated for mileage equal to the maximum allowed by the IRS, as adjusted from time to time.

f. If an Employee is offered a common carrier travel by the Employer, but chooses to travel by car rather than by common carrier, he/she shall be compensated at the applicable common carrier rates as outlined in Section d. of this Article.

g. Employees will not use personal vehicles to transport equipment or perform any Company business.

h. 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).

i. Employees based in Other IATSE Jurisdictions: Consistent with industry practice, if an employee is transported into the jurisdiction of a local union of the IATSE from another IATSE local union's jurisdiction where Employer or any subsidiary or dba of Employer holds a collective bargaining agreement with the IATSE, the following shall apply:

1. The wage, benefit, travel, and per diem sections of the CBA of the employee's home local shall apply and travel with the employee
2. The working conditions (e.g. rest periods, meal breaks, staffing, parking, etc.) of the CBA in the jurisdiction that the employee travels to – this Agreement – shall apply.

Employees that are traveled in from another jurisdiction shall not count against any accumulated Referral List waiver exceptions in Article V, Section d.

### **ARTICLE XXIII** **Health and Welfare**

a. Employer shall contribute based on the appropriate geographical jurisdiction, the following:

1. For each hour worked by an employee or paid for by Employer, Employer shall contribute to the IATSE National Benefit Funds (Health and Welfare Plan) the following:
  - From January 1, 2025 to December 31, 2027: \$8.65 per hour
2. The Employer shall contribute to the IATSE National Benefit Funds (Annuity Fund) on behalf of each employee the following percentage of such employee's gross wage:
  - From January 1, 2025 to December 31, 2027: 4.60%
3. The Employer shall make the following defined pension plan contributions to the IATSE National Benefit Funds (Pension Fund) on behalf of each employee:
  - From January 1, 2025 to December 31, 2027: \$11.00 per day worked

- b. Employer shall appropriately transmit all contributions by separate checks to the “IATSE Health and Welfare Fund” and the “IATSE Annuity Fund” and the “IATSE National Pension Fund” 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.
- c. In addition to the mandatory uniform Employer contribution for all eligible employees, each such employee may elect in writing to Employer to defer part of his/her 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 15th day of each month following the end of the month in which the covered services were performed.
- d. The Employer further agrees to be bound by the all of the terms and conditions of The Agreement and Declaration of Trust for each respective Fund, to wit: (1) the IATSE National Health & Welfare Fund, (2) the IATSE National Pension Fund, and (3) the IATSE Annuity Fund, all as restated September 22, 2005, and as amended, respectively, and each respective Fund’s Statement of Policy and Procedures for Collection of Contributions Payable by Employers, as related to the contributions due as set forth hereinabove.
- e. Contributions under this Article (XXII) shall be made by separate checks to the “IATSE Health and Welfare Fund,” the “IATSE Annuity Fund,” and the “IATSE National Pension Fund,” no later than twenty-eight (28) days after any month in which payment for work under this Agreement was due/paid.

### **ARTICLE XXIII**

#### **Accommodation of Sick-pay and Paid-leave Ordinances**

To the fullest extent permitted, this Agreement shall operate to waive any applicable municipal sick-pay and/or paid-leave ordinances as they may exist now or in the future. This Agreement shall supersede and be considered to have fulfilled all requirements of such ordinances as presently written and/or amended during the life of this Agreement.

### **ARTICLE XXIV**

#### **National Telecasts**

Employer agrees that when Employer is engaged by FS1 Remote Production, LLC to provide technical production crew employees to FS1 Remote Production, LLC for “Fox Sports 1” and Fox Sports 2” for remote sports production events produced by/for FS1 Remote Production, LLC within the geographic jurisdiction of this Agreement, the wages paid by Employer as shown in Appendix “A” will be increased by five percent (5%) percent.



**ARTICLE XXV**  
**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 XXVI**  
**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, epidemic, pandemic, or events which frustrate the purpose of broadcast or make it impossible to continue operations.

**ARTICLE XXVII**  
**Entire Agreement**

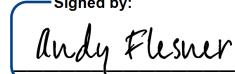
This Agreement is intended to cover all matters affecting wages, hours, and other terms and conditions of employment and all similar or related subjects. During the term of this Agreement, neither the Employer nor the Union will be required to negotiate any further matters affecting these or any other 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 a writing making specific reference to this provision and signed by authorized representatives of the parties.

**ARTICLE XXVIII**  
**Term of Agreement**

This Agreement shall be effective as of January 1, 2025 and shall continue to and including December 31, 2027. It is expressly understood that the Employer has maintained compliance with the pattern increases to wage and benefits, as detailed in the relevant appendices. As such, increased costs associated with any terms and conditions changed from Employer's prior Agreements shall not be applicable until this Agreement has been fully executed.

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

Castle Way Productions, LLC  
2295 S. Hiawasse Road  
Suite 405 Orlando FL 32835.

Signed by:  
  
F28CF5F4856D44B...

Its: Andy Flesner / VP of Production

Date: 2/25/2025

Company EIN # 27-4593895

Employer contact email:  
andy@broadcastservicegroup.com

Employer Phone Number:  
407-761-7246

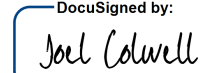
INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS, AND ALLIED CRAFTS

DocuSigned by:  
  
F41B6090DBB84F6...

Its: international Representative

Date: 2/25/2025

IATSE LOCAL 762

DocuSigned by:  
  
1F5754F0ED13467...

Its: Business Manager

Date: 2/25/2025

## **APPENDIX A – WAGES**

### Hourly Rates

<b>Craft</b>	<b>1/1/25- 12/31/25</b>	<b>1/1/26- 12/31/26</b>	<b>1/1/27- 12/31/27</b>
TD	\$65.90	\$69.20	\$72.66
V1	\$63.73	\$66.92	\$70.26
V2	\$63.73	\$66.92	\$70.26
A1	\$62.54	\$65.66	\$68.95
A2	\$51.81	\$54.40	\$57.12
Graphics	\$61.35	\$63.19	\$65.08
Hard Camera	\$54.33	\$57.05	\$59.90
Hand Held Camera	\$57.10	\$59.95	\$62.95
Robo Cam	\$60.83	\$62.65	\$64.53
CPO1	\$64.55	\$67.78	\$71.17
CPO2	\$58.85	\$61.79	\$64.88
Utility	\$33.60	\$34.61	\$35.64
Score Box	\$41.58	\$42.83	\$44.11


No individual may have his/her wage reduced as a result of this Agreement.

**Side Letter 1 re: ENG Assignments**

When the ENG operator is using a hand-held stabilized camera system, he/she shall receive the same minimum rate for the Robo Operator listed in Appendix A.


**Side Letter 1 above are hereby agreed and accepted:**

CASTLE WAY PRODUCTIONS LLC,

Signed by:  
  
F28CF5F4850D44B...

Date: 2/25/2025

INTERNATIONAL ALLIANCE OF  
THEATRICAL STAGE EMPLOYEES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS, AND ALLIED CRAFTS

DocuSigned by:  
  
F41B6090DBB84F6...

Date: 2/25/2025

IATSE LOCAL 762

DocuSigned by:  
  
1F5754F0ED13467...

Date: 2/25/2025