# BIG TEN NETWORK, LLC and I.A.T.S.E.

### **MICR AGREEMENT**

April 1, 2024 – June 30, 2028

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#### BIG TEN NETWORK, LLC and I.A.T.S.E. MICR AGREEMENT

This Agreement is made and entered into on April 1, 2024, by and between The Big Ten Network, LLC ("BTN") and Sports Media Services LLC ("Employer" or "Company") and 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 ("IATSE" or "Union") as follows:

#### ARTICLE I

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

- a) The Employer hereby recognizes the IATSE (and it's local #762) as the exclusive bargaining representative and agent for all full-time ("Staff") and part-time ("Freelance") television broadcast technicians employed by the Employer at its Chicago, Illinois facility in Multi Camera Insert Control Rooms (MICR) performing work in connection with the telecast of live sporting events and pre and post-game shows (except BTN Network Operations Workshop Programs). 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 Directors (TD), Audio Mixers, Graphics Operators, Associate Producers, MICR Capture/Playback Operators, Score Box Operators, MICR Associate Directors, and Statisticians.
- c) Exclusions: All other employees such as employees covered under other collective bargaining agreements, participants in the BTN Network Operations Workshop Program, managers, confidential employees, guards, professional employees and supervisors as defined in the Act.
- d) This Agreement is intended to cover the employment of the above technicians for sporting events affiliated with the Big Ten Network. If the employer is engaged to crew events other than defined above, the parties shall meet and confer with the designated Union Representative as to the appropriate wages, terms, and conditions for the event in question. The wage scales and working condition provisions of this Agreement shall be minimums and employees shall not be precluded from obtaining better conditions than those outlined in this Agreement. Any employee enjoying such better conditions shall not have their wages or working conditions reduced as a consequence of this Agreement.
- e) Listing of the above classifications is not intended to create individual or collective exclusive jurisdictions, staffing requirements or manning requirements. There is full interchange of duties and cooperation among the crew, and also between the crew and other personnel who are involved in or responsible for the production.

# ARTICLE II Union Security

- a) Within thirty (30) calendar days of initial hire of any employee covered by this Agreement, Employer shall notify IATSE Local 762 of the name, address, social security number, 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 abovedescribed bargaining unit for a cumulative (may be non-consecutive) total of thirty (30) actual work days within any two consecutive calendar years is required, as a condition of continued employment, to meet the financial obligations of Union membership, 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 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 make such authorizations available to the Employer effective with the start date of this Agreement, and thereafter on an annual basis. The Union will also submit to the Employer, on an ongoing basis, a list of all employees who have chosen to withdraw their authorization of said check-off forms.
- c) The foregoing obligations are to be interpreted and applied consistent with applicable law. The IATSE shall indemnify and hold harmless against any claims or liability arising from Employer's compliance with any IATSE request to terminate an employee pursuant to Section "a" of this Article.
- d) 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.

# ARTICLE III No Sub-Contracting

- a) The Employer may not subcontract with third parties for the performance of work within the scope of this Agreement, unless the Employer determines that insufficient qualified/skilled freelancers are available in the market, or that specialized equipment is needed and cannot be supplied by the Employer.
- b) Thirty (30) days prior to implementing substantive changes in past practices with respect to staffing/manning requirements or to subcontracting, the Employer shall give notice of such intended changes and the opportunity to discuss the situation prior to implementation

and the Union shall have the opportunity to offer a non-subcontracting solution. The requirements of this paragraph are not applicable to subcontracting caused by equipment limitations

### ARTICLE IV

#### Management Rights

The Union recognizes the Employer's inherent and traditional right to manage its business, to direct the work force and to establish and modify the terms and conditions of the employee's employment, except as such right is expressly limited by specific provisions of this Agreement. The exercise of these management rights is vested exclusively with the Employer. 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.

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 and efficiency;
- To lay-off, terminate, or otherwise relieve employees from duty;
- To eliminate, change or consolidate jobs;
- To install new jobs;
- To direct the methods and process of doing work and to introduce new and improved work methods or equipment;
- To determine the location where work is to be performed;
- To determine the starting and quitting times, the time for lunch and rest breaks, the number of hours to be worked; *and*
- To make and modify rules and regulations that the Employer deems necessary for the conduct of its business and to require their observance.

### <u>ARTICLE V</u> Hiring and Hiring Practices

- a) To the extent that the Employer is in need of qualified persons to perform work covered by this Agreement, it will give first consideration for employment to freelance employees registered to work with the Union. The Employer agrees to hire based on fair and equitable criteria.
- b) The Company retains the right to utilize Staff employees prior to engaging any Freelance employee.
- c) <u>The Freelance Referral List</u>: The Union will maintain and provide the Employer a Freelance Control Room Referral List and a Freelance Remote Referral List, both made up of qualified individuals as well as the positions for which each is qualified. Inclusion of an

individual on either Freelance 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 and resides in the [IATSE Local 762] jurisdiction. The Union will accept to the Freelance Control Room Referral List all qualified employees of the Employer without discrimination of any kind and regardless of Union membership.

- d) <u>Preference of Employment:</u> 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, first to employees currently referred for work by the Union on the Freelance Control Room Referral List, and secondly on the Freelance Remote 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 either Referral List.
- g) <u>Irregularities and Exceptions</u>: The Employer may hire any person for one (1) workday outside of either Referral List (hereafter "Exceptions") and may thereafter request the Union to place such person onto the Referral List if their performance was deemed acceptable by the Employer, and upon completion of applicable Referral registration process. Such hires are limited to an aggregate of fifteen (15) days of hire per year. Employees traveled in accordance with the provisions of this contract from another I.A.T.S.E. jurisdiction do not count toward this aggregate number of Exceptions per year.
- h) <u>The Freelance Hire List</u>: The Employer shall maintain their own Freelance Hire List based on fair and equitable criteria applied uniformly to each person on the Freelance Referral List. 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.
- i) The parties shall meet at least annually to discuss any crewing concerns that may arise. Designated representatives of the IATSE and the person within the Company responsible for crewing, along with other Employer representatives as may be deemed necessary shall be at this meeting. If crewing concerns arise between meetings, either side may call a meeting by sending the other written notice. Within ten (10) days of such notice a meeting must be scheduled to take place.

#### ARTICLE VI

#### **Staff Employees**

- a) Staff employees shall be paid an hourly rate of at least 80% of the minimum wage rates outlined in "APPENDIX A" of the employee's highest-paying classification (crewed for a minimum of 5 days for events defined under this contract) for all hours worked for the employer.
- b) Staff employees will be notified in advance when external 3<sup>rd</sup> parties (excluding Foxrelated entities, the Big Ten Conference and its member institutions) contract with the

Employer to produce content in the MICR facility. Staff Employees will have the option to decline the assignment and will be reassigned for the duration of the production or accept the assignment and be paid two (2) hours of non-worked discretionary pay.

c) <u>Paid Time Off</u>: Paid Time Off (PTO) is awarded based on how long an eligible employee has worked in a regular status and will be determined based on the benefit schedule described below. PTO hours are accrued on the basis of straight-time hours worked or paid (not including overtime) and will be credited at the end of each pay period.

Completed Years of Service	Accrual of PTO Hours	Maximum Accrual
0-2 Years (0-24 Months)	0.0385 hours per straight-time hour worked or paid (maximum of 80 hours per year)	140 Hours
2-6 Years (Over 24 Months to 72 Months)	0.0577 hours per straight-time hour worked or paid (maximum of 120 hours per year)	160 Hours
6+ Years (Over 72 Months)	0.0770 hours per straight-time hour worked or paid (maximum of 160 hours per year)	200 Hours

Staff Employees will accrue vacation as follows:

PTO pay will be computed at the employee's current hourly rate. As shown above, eligible employees may not accumulate more than the above allotment of PTO benefits. If an employee has accumulated the maximum amount of benefits, PTO accrual will cease until the employee has reduced their accumulated PTO benefits. Once the employee has used a portion of the benefits and their accrued PTO time falls below the maximum accrual, they will resume earning benefits from the next completed workweek forward.

PTO benefits do not entitle individuals to take time off without proper notice and approval or to call in at the start of a workday and announce they are taking PTO. Rather, employees should receive written or electronic approval from their supervisor at least five business days in advance to take a PTO day. While PTO can be requested year-round, the Company expects Staff Employees to be available during the school year and encourages PTO to be taken during the summer.

d) <u>Sick Leave</u>: In addition to the above PTO, each Staff Employee will be given 5 days of paid sick leave each year, such sick leave not to roll over or accrue from year to year.

e) <u>Fox Corporation Consolidated Savings Plan</u>: Eligible Staff Employees may participate in the Fox Corporation Consolidated Savings Plan. Specific provisions of the Plan are in a summary plan description, which is available from the Benefits or Human Resources Departments.

It is understood that all Staff Employees who participate in the Fox Corporation Consolidated Savings Plan do so on the same basis as non-bargaining unit employees (including salaried employees) generally and that, therefore, future changes in such plans which are applicable to non-bargaining unit employees (including salaried employees) generally shall apply equally and automatically to Staff Employees covered under this Agreement. Notice will be given to the Union and to the Employees of any such changes, but such changes will not be subject to negotiation or to the grievance and arbitration procedures under this Agreement, except to enforce the provisions of this Section.

f) <u>Holidays</u>: During the term of this Agreement, Staff Employees will observe Holidays on the same basis as provided to non-bargaining unit employees (including salaried employees) at the Company. 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 Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Future changes in observed Holidays which are applicable to non-bargaining unit employees (including salaried employees) generally shall apply equally and automatically to Staff Employees covered under this Agreement and the Company will not be obligated to bargain with the Union over such changes.

- g) <u>Ancillary Benefits</u>: During the term of this Agreement, the Company will extend particular/established ancillary benefits to all eligible Staff Employees on the same basis as provided to non-bargaining unit employees (including salaried employees) at the Company. It is expressly understood the Company has the unequivocal right to make changes, modifications, eliminations or additions to, in whole or in part, any staff benefits not addressed in this agreement, so long as such changes are applicable to all of the Company's eligible Staff Employees and non-bargaining unit employees (including salaried employees). Notice will be given to the Union and to the Staff Employees of any such change(s) at least 30 days prior to any such change going into effect, but such change(s) will not be subject to negotiation or to the grievance and arbitration procedure under this Agreement, except to enforce the provisions of this Section.
- h) <u>Crewing</u>: Full time staff employees can continue to make recommendations with the crewing coordinators related to staffing and crewing of events for employee's job classification.
- i) <u>Interchangeability</u>: Any covered Staff Employees can be assigned to work any covered position so long as the Staff Employee is sufficiently qualified and who's compensation is at least that position's Staff minimum wage rate as outlined in "APPENDIX B."

- j) <u>Probationary Period for Staff Employees</u>: New Staff Employees will be subject to a probationary period, which is defined as the first ninety (90) days of service with the Company. The Probationary Staff Employee shall not be subject to Article VII *Discipline and Discharge* or Article XII *Grievance and Arbitration* until the completion of the probationary period. Probationary Staff Employees are subject to any contractual wage increase implemented during their probationary period. The Company may extend this period by thirty (30) days upon notice to the Union.
- k) <u>Health & Welfare</u>: During the term of this Agreement, the Company will offer Group Insurance coverage to all eligible Staff Employees, on the same basis as provided to nonbargaining unit employees (including salaried employees) at the Company. It is understood that all Staff Employees in this unit who participate in any group insurance do so on the same basis as non-bargaining unit employees (including salaried employees) generally and that, therefore, future changes in such plans which are applicable to non-bargaining unit employees (including salaried employees) generally shall apply equally and automatically to Staff Employees covered under this Agreement. By way of example, but not limitation, changes in such plan(s) may include termination in accordance with the plan terms, substitution of, or merger with, another plan or part thereof, improvements and modifications in the plan(s), creation of new plan(s), adjustment in contributions, etc.; all subject to the condition that where the changes apply equally to non-bargaining unit employees (including salaried employees) generally, the Company will not be obligated to bargain with the Union. Entitlement to group insurance benefits shall be determined exclusively by the plan terms and not by arbitration under this Agreement. Eligible Staff Employee's coverage shall become effective on the first day of employment.

The Employer shall not be required to make contributions to the IATSE National Benefit fund as outlined in Article XXII (Health and Welfare) for any full-time staff employee under this contract who is covered by the employer's staff benefit plans.

### **<u>ARTICLE VII</u>** Discipline and Discharge

- a) The Employer maintains the right to make and modify reasonable work and conduct rules and require their observance.
- 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. Whenever practicable, management will offer the employee the right to schedule a meeting before issuance of either letter described above. The employee may bring a Union Representative to such meeting.

## ARTICLE VIII 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.

### <u>ARTICLE IX</u> No Strike, No Lock Out

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

## ARTICLE X 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 in an acceptable manner.

# ARTICLE XI

#### Access

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

### ARTICLE XII Grievance and Arbitration

- a) In the event that the IATSE or the Employer contends that the other party has violated a provision of this Agreement, the following procedures shall be applicable:
  - 1. Within ten (10) business days of the time the employee, Employer or the Union knew (or reasonably should have known) of the event giving rise to the grievance, the appropriate party must give written notice to the other party of the claim.

- 2. A representative of the IATSE and a designated representative of the Employer shall, within ten (10) business days after service of notice of the claim, meet and discuss the matter and attempt to affect a settlement of said controversy or dispute. Any agreement arrived at by such representatives shall be final and binding.
- 3. In the event that such controversy or dispute is not settled by the Employer and the IATSE within twenty (20) working days after the written notice given pursuant to paragraph (1) above, or within ten (10) business days after the meeting referred to in paragraph (2) above, then such controversy or dispute may be submitted to arbitration. The demand for arbitration must be made in writing, no later than forty (40) business days after written notice referred to in paragraph (1) above. Each party shall bear half the cost of the arbitrator's fees and expenses.
- 4. The parties shall first attempt to agree upon an arbitrator. If such agreement is not reached the arbitrator shall be selected from a list obtained from the American Arbitration Association by alternate striking of names with the Union going first.
- b) Processing a claim or discussing its merits shall not be considered a waiver of a defense that the matter is not arbitrable or that it should be denied for reasons which do not go to the merits.
- c) 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.
- d) The Employer is not bound by any past practices or understandings except to the extent such past practices or understandings are specifically stated in this Agreement. Past practice may be used in interpreting or applying an express term of this Agreement but shall not be used to add or modify the express terms of the Agreement.
- e) The decision of the arbitrator, within the limits indicated above, shall be final and binding upon the grievant and all parties.
- f) The grievance and arbitration procedure is to be the sole and exclusive remedy for any claimed breached of this Agreement or any other grievable dispute relating to the employment by the Employer of employees covered by this Agreement.
- g) If a grievance is not processed at any stage in accordance with stated time limits, it shall be deemed withdrawn. All time limits are subject to extension, but only by mutual written agreement.

# <u>ARTICLE XIII</u> <u>Minimum Conditions</u>

#### a) <u>Wages</u>

The minimum wage rates, and wage increases, shall be as outlined in "APPENDIX A".

- b) <u>Work Day:</u> A regular work day shall be computed by totaling the number of hours between the time an employee reports to work and the time the employee is dismissed by the management representative for the Control Room at the end of such work day, including meal periods. Employer shall provide employees forty-eight (48) hours' notice of his/her report to work time ("call time").
- Technical Director (TD): Nine (9) Hour Minimum Call Audio Mixer: Nine (9) Hour Minimum Call Graphics Operator: Eight (8) Hour Minimum Call Graphics Coordinator: Eight (8) Hour Minimum Call Capture/Playback Operator: Eight (8) Hour Minimum Call Assistant Director: Eight (8) Hour Minimum Call Score Box Operator: Six (6) Hour Minimum Call Statisticians: Six (6) Hour Minimum Call
- c) <u>Single Event Minimum Calls</u>:

Multiple Event Pay Structure for Freelance Employees:

On multiple event days, Freelance Employees will be paid on the basis of actual time worked inclusive of meal periods as follows (all premiums based on straight time rate)

First ten (10) hours elapsed:	Straight time rate
Hours eleven (11) through thirteen (13) hours elapsed:	One and one-half $(1\frac{1}{2}x)$

After thirteen (13) hours elapsed	Two (2x)	
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#### d) Work Week:

- 1. The workweek for staff employees is currently defined as Sunday through Saturday.
- 2. The workweek for freelance employees is currently defined as Monday through Sunday.
- 3. Workweeks may be amended from time to time, not to exceed two (2) times per calendar year, upon a thirty (30) day notification to the Union. If any party wishes to discuss this provision, such meeting will occur within the thirty (30) day notification period.
- e) <u>Overtime:</u>
  - 1. <u>Weekly Overtime</u>: Freelance and Staff Employees shall receive overtime of time and one-half (1<sup>1</sup>/<sub>2</sub>x) times their regular rate for all hours worked in excess of forty (40) hours in an employee's work week.
  - 2. <u>Daily Overtime</u>: Freelance Employees shall receive two (2x) times their regular rate for all straight time hours worked in excess of thirteen (13) elapsed hours in an employee's workday.
- f) <u>Pyramiding</u>: It is specifically understood that there shall be no pyramiding of over-time pay made under any of the provision of this agreement.
- g) <u>Multiple Event Days:</u>
  - 1. <u>Freelance Employees</u>: In emergency situations when a Freelance Employee is asked to work a second event with less than a 48-hours' notice prior to an events' airtime, the Freelance Employee will be paid two (2) minimum calls.
  - 2. <u>Staff Employees</u>: In emergency situations when a Staff Employee is asked to work a second event with less than a 48-hours' notice prior to an events' airtime, the Staff Employee will be paid two (2) hours of non-worked discretionary pay in addition to hours worked.
  - 3. When the Employer is aware seven (7) business days before multiple events in a single day, employees will be notified at least five (5) business days in advance. Such employee will be given the option to decline.
  - 4. The Company reserves the right to hire separate crews for multiple event days as well as the hiring of additional Employees for relief, at the Company's discretion.
- h) <u>Meal Periods:</u>
  - 1. All meal periods shall be compensated and will be thirty (30) minutes in length

when the company provides a meal for each employee and shall be sixty (60) minutes in length when a meal is not provided. The meal period shall be scheduled as near to the midpoint in the workday as possible and not to exceed the 6th elapsed hour from the employee's "in time" or return to work from a previous meal break. Meal periods are not counted as time worked for purposes of calculating weekly overtime.

- 2. In the event a crewmember misses a meal break due to work, he/she will be compensated an additional hour at his/her applicable rate of pay at the time when the meal break was due.
- 3. Any/all missed meals must be pre-approved by an authorized representative of the Company.
- 4. If at the time a second meal is due, the crew is within thirty (30) minutes of being dismissed for the day, the second meal shall be waived, and employees shall be compensated for an extra thirty (30) minutes at their prevailing wage.
- i) <u>Rest Periods:</u>
  - 1. All technicians shall be granted and not unreasonably denied appropriate relief breaks during their minimum call shift.
  - 2. Employees shall be given ten (10) 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 ten (10) hours in between calls are given, the Employer shall provide one of the following remedies:
    - i. A premium of one and one half (1.5) times the employee's rate shall be paid for hours invading the ten (10) hour rest break.
    - ii. Provide transportation to and from home. The cost of overnight parking will be reimbursed.
    - iii. Provide hotel accommodation upon mutual agreement between Employer and Employee. The cost of overnight parking will be reimbursed.
    - iv. Provide an adjusted call time. The adjusted call time will also count as the employee's "in time" for the day.
  - 3. Employees that must travel after working hours shall be given adequate time and appropriate facilities to clean up before traveling whenever practical to do so.
- j) <u>Cancelled Calls and Force Majeure:</u>
  - 1. If the Employer cancels an assignment of a previously booked employee the Employee shall be compensated one half (.5) of his/her day rate for less than seventy-two (72) hours' notice, and a full day rate for less than forty-eight (48)

hours' notice. If the employer offers (or finds a third party to offer) the employee another job during that same time period, no additional fee shall be due as long as the job compensation and circumstances relating to that job are equal to the cancelled call.

- 2. In the event that operations are temporarily curtailed in whole or part, neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, strikes, wars, riots, or events which frustrate the purpose of broadcast or make it impossible to continue operations.
- 3. <u>Employee Cancellations</u>: 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. This article 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, it will assist the Employer in obtaining proper verification from the employee. If the Employer agrees to accept responsibility for a substitution, no further action is needed on behalf of the employee.
- k) <u>FOX Commuter Program</u>: All employees are eligible to participate in the FOX Commuter Program. Employees should contact Human Resources to enroll.
- Freelance Sick Leave: Freelance employees will accrue 1 hour of paid sick leave for every 30 hours worked, with an annual rollover cap of 80 hours. The terms and conditions of this sick leave policy may be updated to account for updated minimum statutory requirements applicable to the Freelance Employees. Notice will be given to the Union and to the Employees of any such changes, but such changes will not be subject to negotiation or to the grievance and arbitration procedures under this Agreement, except to enforce the provisions of this Section. In the event such changes will result in a reduction of this benefit, the Union and the employees shall be given thirty (30) days' notice of said change.

# <u>ARTICLE XIV</u> <u>Holidays</u>

- a) <u>Freelance Employees:</u> The following shall be deemed holidays, irrespective of the day of the week on which the holiday may fall: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, Easter, and Memorial Day. Additionally, Christmas and New Year's holiday shall start on 6:00 p.m. the day proceeding 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 at the rate of one and one-half (1.5) times his/her straight time rate of pay for the daily guarantee (i.e., guaranteed hours at straight time plus

guaranteed hours of an additional half-time premium (50%)),and two (2) times his/her straight time rate of pay for the remainder of the shift.

### ARTICLE XV

#### **Payment of Wages**

- a) At no time shall the duties of any employee covered by this Agreement include the handling of Company cash.
- b) The Company shall institute the practice of sending detailed information to each employee providing a breakdown of all monies and benefits paid and deducted from the previous pay period.
- c) Employer shall maintain a regular payroll period. Freelance employees shall be paid on a weekly basis and staff employees shall be paid on a bi-weekly basis, assuming employees have performed work during the period corresponding to the pay date.

# ARTICLE XVI Job Classifications

- a) <u>Technical Director (TD)</u>: Shall work under the direction of the Coordinating Producer, Engineer, or Live Event Director for providing the visual portion of the telecast. The Technical Director (TD) shall have the required skills to program and operate the required switcher, DVE's, capture/playback clip player, still store, and other related equipment necessary to fulfillment of his/her job skills/responsibilities. Additional skills include but are not limited to: coordination of the monitor wall layout and tallies, coordination of camera schedule, and performing fax and transmission checks.
  - A Technical Director shall be present in the corresponding MICR control room for all remote set days.
- b) <u>Audio Mixer (A1)</u>: Shall work under the direction of the Coordinating Producer, Engineer, Game Producer and/or Director to implement his/her instructions for providing the audio and communications portion of a telecast. The Audio Mixer (A1) shall have the required skills to program and operate the required audio board and other equipment related to mixing and transferring of the required audio, communications, and RF portion of the telecast 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 performing fax and transmission checks.
  - Call time for MICR Control room audio personnel shall be no later than that of the earliest call time for on-location audio personnel.
  - An Audio Mixer (A1) shall be present in the corresponding MICR control room for all remote set days.

c) <u>Graphics Operator</u>: Shall work under the direction of the Coordinating Producer, Game Producer and/or Director 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 the graphics and operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities.

In the absence of a Graphics Coordinator being assigned to a production, the additional responsibilities placed upon a Graphics Operator will be limited to the following:

- Calling up pre-built graphics in game;
- Update pre-built lower third graphics with live statistical updates provided by Game Producer;
- Calling up pre-built graphics with downloaded information populated from a thirdparty statistical provider;
- Work in conjunction with Game Producer on assigning page numbers to all graphics; and
- Calling up all pre-built promos and sales enhancement graphics.

In the absence of a Score Box Operator being assigned to a production, the additional responsibilities placed upon a Graphics Operator assigned to operate a dual output machine (1. Score Board / 2. Graphics) will be limited to the following:

- Skills required to program, operate, and download all required graphics elements (manually or via download);
- Pre-build and update all pre-built graphics for in game use (includes lower thirds, slabs, full screens and any additional graphics requested for the show);
- Calling up all pre-built graphics, including promos and sales;
- Utilizing two channels of graphic output for pre-production and in game (1. Score Board / 2. Graphics);
- Utilizing data connectivity as available for the clock.

The use of the above referenced dual output machine will be limited to the following sports: Soccer, Lacrosse, Field Hockey, and Water Polo

Graphic Operators assigned to operate without an Associate Producer and/or operate the above referenced dual output device without a Score Box Operator will be paid a nine (9) hour minimum call, plus one (1) hour of non-worked discretionary pay.

Both existing Graphics Operators and Scorebox Operators will be given the opportunity to train on the above referenced dual output machine and be assigned to operate it.

d) <u>Associate Producer</u>: Shall work under the direction of the Coordinating Producer and Game Producer to implement his/her instructions for producing the graphics portion of a telecast as well as creating graphic ideas from prior research and producing graphics in-game based on game flow and storylines. The Associate Producer shall have the required skills to assist the Graphics Operator and/or produce the required graphics used on air and to operate/perform other related equipment/services necessary to the fulfillment of his/her job skills and responsibilities.

- e) <u>MICR Capture/Playback Operator</u>: Shall work under the direction of the Coordinating Producer, Game Producer and/or Director to implement his/her instructions for providing record/playback/slo-mo operation and playlist execution of a multi-channel output video recording device. The MICR Capture/Playback Operator shall have the required skills to record, edit (assembly of various elements), slo-mo, playback, construct, and execute 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 video/audio routing and organizing and assembling melts.
  - MICR Capture/Playback Operators shall not be assigned to operate more than one (1) controller, each controller controlling a maximum of two (2) output channels at one time.
  - On shows where super slo-mo is utilized, there will be a minimum of two (2) Capture-Playback Operators.
  - Multi-channel Machines: There shall be at least one (1) MICR Capture/Playback Operator assigned for every five (5) cameras capturing event action, with a limit of three (3) operator-controlled cameras assigned per MICR Capture/Playback Operator.
    - Exception: Wrestling and Lacrosse may have one (1) MICR Capture/Playback Operators assigned to four (4) operator-controlled cameras, excluding games that require operator to monitor additional game/match feeds to supplement the broadcast.
- f) <u>Score Box Operator</u>: Shall work under the direction of the Coordinating Producer, Game Producer and/or Director to implement his/her instructions for providing score box computer operations. The Score Box Operator shall have the required skills to 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.
- g) <u>MICR Associate Director</u>: Shall work under the direction of the Coordinating Producer, Game Producer and/or Director, to implement his/her instructions for coordinating and executing media breaks through supervision of Time Out Coordinator (TOC) and Master Control operator, additional site integration/transition, studio integration, tracking and executing sales and promotional elements through the creation of sales reads, and in the absence of a Stage Manager, utilizing the Virtual Stage Manager, monitoring pertinent game action for the Director, and assisting MICR Capture/Playback Operator with tracking/timing video elements.

h) <u>Statistician</u>: Shall work under the direction of the Coordinating Producer, Game Producer, and/or the Graphics Coordinator to provide statistical information for the Talent and the Graphics Coordinator that pertains to the event. The information will inform the talent and help build graphics for the broadcast. The statistician should have the knowledge and the ability to research game information as it pertains to the event.

# ARTICLE XVII Working Out of Classification and Extra Duty

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.

# ARTICLE XVIII Safety and Health

- a) The Employer recognizes the need to provide employees a safe and healthy working environment. If personal protective equipment is required for an assignment, the Employer shall provide such equipment at no cost to the employee.
- b) The Employer will provide a representative on site that will have knowledge of the Employer's requirement for the broadcast and will supervise the crew.
- c) If a possible or potential unsafe condition occurs at the facility, the condition will immediately be reported to the management representative. The management representative will consult with a Union Representative or shop steward and shall eliminate 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 unsafe conditions.
- d) An active and authoritative safety committee consisting of at least one (1) member of the local union and an equal number of management representatives shall be established and shall meet as needed to discuss safety problems. The designated union committee member(s) shall not suffer any loss of wages with respect to any meeting involving safety matters.
- e) Any employee can inform the safety committee of possible unsafe working conditions. The committee will investigate 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) Employees involved in or witness to an employee injury, property damage, or motor vehicle accident must participate in the incident investigation process. Failure to participate could result in disciplinary action, up to and including termination. If an Employee

observes or is aware of damage to any Company equipment which may impact, hinder, and/or frustrate an impending production/broadcast, he/she shall give notice of such damage to a management representative at the earliest reasonable opportunity.

# 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 will be to train current employees in the new technology to insure the availability of qualified employees.
- b) Any employee currently on the hire list can ask for training in a new or existing job category, and receive that training, as time and equipment is available (including at remote locations). Training positions will not be added to an event unless a normal full crew is assigned to the event, in addition to the trainee. A Freelance Employee shall be compensated at a training rate of \$25.00 per hour for actual time spent training, with a minimum call of 5 hours for in-person training. For company-required online training, Freelance Employees will also be paid the training rate of \$25.00 per hour for actual time spent training, with no minimum call. A Freelance employee shall be compensated at one and one-half (1½x) times their regular hourly rate to train or supervise training of another employee. The Employer will provide the Freelance Employee with ample notice of assignment as a trainer so they may decline an offer of an assignment as a trainer with the understanding that if declined, the Company will make their best effort to assign the Freelance employee to an equivalent assignment or reassign the trainee to another event.

#### 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.

### ARTICLE XXI Travel:

#### Freelance Employee Travel:

a) It is understood that the Employer shall reimburse each Freelance Employee for all travel and living expenses, when traveling to work at the BTN facility, when travel by such Employee is required or authorized. Additionally, all travel time in connection with any such assignment shall be credited as time worked. For the purposes of this Article, the following definitions apply:

Local Hire: A local hire is any Freelance Employee who lives within sixty (60) miles of the Employer's Chicago, Illinois facility. Any such individual is not paid for travel time nor mileage to or from the facility. As such, the Employee's time starts and ends at the facility.

<u>Distant Hire</u>: A distant hire is any Freelance Employee who lives more than sixty (60) miles from the Employer's facility. The facility, in this situation, shall be considered a Distant Location. Employer shall provide Distant Hires overnight lodging as necessary and, regardless, a per diem of \$55 for each day or fraction thereof spent traveling.

- b) <u>Travel by Common Carrier</u>: Freelance Employee compensation for time spent traveling by common carrier shall commence two (2) hours prior to the scheduled flight time and stops one (1) hour after the completion of the flight.
  - 1. Travel time of five (5) hours or less shall be paid at five (5) hours at the employee's straight time hourly rate.
  - Travel time in excess of five (5) hours up to and including eight (8) hours shall be paid at eight (8) hours straight time. It is expressly understood that an eight (8) hour travel day is exclusive of a one (1) hour unpaid meal period. Thus, a travel day is a total of nine (9) hours; of which eight (8) hours are paid and one (1) hour is an unpaid meal period.
  - 3. Freelance Employees traveling in excess of eight (8) hours up to and including ten (10) hours, shall be paid at ten (10) hours straight time.
  - 4. In the event a Freelance Employee travels by common carrier in excess of ten (10) hours, the employee will be paid straight time for all hours travelled.
- c) <u>Local Travel by Car</u>: A Local Hire is not paid for travel time nor mileage to or from the facility. As such, the Freelance Employee's time starts and ends at the facility.
- d) <u>Distant Travel by Car</u>: A Distant Hire must be authorized by the Employer to travel by car to the location. Mileage at the IRS rate will be reimbursed, and compensation will be as follows:
  - 1. <u>Work-and-Travel or Travel-and-Work Days</u>: Actual hours required for the drive from the Freelance Employee's residence to the facility will be paid as follows:
    - i. Freelance Employees traveling four (4) or less hours (one-way) shall be paid at an Hourly Travel Rate of twenty-five dollars (\$25.00) per hour.

- ii. If the Freelance Employee's travel hours are in excess of four (4) hours (one way), all travel time shall be paid at the Employee's straight time hourly rate.
- iii. All time shall be considered work time for the purpose of calculating overtime.
- 2. <u>Travel Only Days</u>:
  - Freelance Employees traveling five (5) hours or less shall be paid five (5) hours at the Hourly Travel Rate of twenty-five dollars (\$25.00) per hour.
  - ii. Freelance Employees traveling by car in excess of five hours (5) hours up to and including eight (8) hours shall be paid eight (8) hours at the Hourly Travel Rate.
- e) <u>Lodging</u>: The Employer shall provide for all hotel accommodations (which will also be full-service whenever possible). All hotel rooms will be provided on the basis of single occupancy. Any extenuating circumstances will be discussed with the Union and a request for waiver by the Company will not be unreasonably denied. A Freelance Distant Hire's time starts and ends at the hotel location, and the time spent in transit between the hotel and the facility shall be considered work time.
- f) A Distant Hire driving a personal vehicle or vehicle rented by the Company shall be compensated for all parking expenses for vehicles parked at a hotel. If the Freelance Employee is driving their personal vehicle, such Employee will additionally be reimbursed for mileage at the IRS rate between the hotel and the facility; however, only insofar as the Company has expressly authorized the Employee to use their personal vehicle.
- g) <u>Overnight Parking</u>: For events for which a Freelance Employee is entitled to per diem, overnight parking shall be reimbursed with proper documentation at the actual cost of parking at a "Long-Term" location. On consecutive events, the above stated value for parking expenses will be applied to each such event.
- h) <u>Dark Days</u>: For each scheduled day off occurring during any such traveling assignment, a Freelance Employee shall be paid a minimum of eight (8) hours at straight-time rates, provided that no work is performed on such day off.
- i) <u>Health & Welfare Contributions</u>: The Fringe contributions contained in Article XXIII – Health and Welfare shall be applicable to all travel time wages detailed herein.
- j) <u>Timely Payment</u>: Upon timely submission of expenses, Freelance Employees will be reimbursed within 30 days.

Staff Employee Travel:

a) It is understood that the Employer shall reimburse, per Company Policy, each Staff Employee for travel and living expenses when traveling to remote locations, when travel by such Employee is required or authorized. Additionally, all travel time in connection with any such assignment shall be credited to the employee's full-time workweek for purposes of calculating weekly overtime pursuant to this agreement. For the purposes of this Article, the following definitions apply:

<u>Local Hire</u>: A local hire is any Staff Employee who lives within sixty (60) miles of the event venue. Any such individual is not credited for travel time nor mileage to or from the venue. As such, the Employee's time starts and ends at the venue.

<u>Distant Hire</u>: A distant hire is any Staff Employee who lives more than sixty (60) miles from the event venue. The venue shall be considered a Distant Location.

- b) <u>Travel by Common Carrier</u>: A Staff Employee's time spent traveling by common carrier shall commence two (2) hours prior to the scheduled flight time and stops one (1) hour after the completion of the flight. All travel hours shall be considered work time for the purpose of calculating weekly overtime.
- c) <u>Local Travel by Car</u>: A Local Hire is not paid for travel time nor mileage to or from the venue. As such, the Staff Employee's time starts and ends at the facility.
- d) <u>Distant Travel by Car</u>: A Distant Hire must be authorized by the Employer to travel by car to the location. Mileage at the IRS rate will be reimbursed, and a breakdown of the hours to be credited toward the employee's workweek will be as follows:
  - 1. <u>Work-and-Travel or Travel-and-Work Days</u>: Actual hours required for the drive from the Staff Employee's residence to the venue shall be considered work time for the purpose of calculating weekly overtime.
  - 2. <u>Travel Only Days</u>: All travel hours shall be considered work time for the purpose of calculating weekly overtime.
- e) <u>Lodging</u>: The Employer shall provide for all hotel accommodations pursuant to the Company Travel Policy. A Staff Distant Hire's time starts and ends at the hotel location, and the time spent in transit between the hotel and the venue shall be considered work time for the purposes of calculating weekly overtime.
- f) A Distant Hire driving a personal vehicle or vehicle rented by the Company shall be compensated pursuant to the Company Travel Policy.

- g) <u>Overnight Parking</u>: Staff Employees are entitled to reimbursement for overnight parking per Company Travel Policy.
- h) <u>Dark Days</u>: For each scheduled day off occurring during any such traveling assignment, a Staff Employee shall have eight (8) hours credited for the purpose of calculating weekly overtime, provided that no work is performed on such day off.

### <u>ARTICLE XXII</u> Labor-Management Committee

Labor Management Committee shall be established yearly, with an equal number of representatives from each side. The committee shall meet at least quarterly to discuss issues brought before it. Any member of the committee can submit issues for committee consideration.

### ARTICLE XXIII

#### Health and Welfare

a) For each hour worked by an employee or paid for by Employer, Employer shall contribute to the IATSE Health and Welfare Fund the following:

From April 1, 2024 to June 30, 2025\$6.50 per hourFrom July 1, 2025 to June 30, 2026\$7.00 per hourFrom July 1, 2026 to June 30, 2027\$7.25 per hourFrom July 1, 2027 to June 30, 2028\$7.50 per hour

b) The Employer shall contribute to the IATSE Annuity Fund on behalf of each employee the following percentage of such employee's gross wage:

From April 1, 2024 to June 30, 2025	3.25%
From July 1, 2025 to June 30, 2026	3.25%
From July 1, 2026 to June 30, 2027	3.50%
From July 1, 2027 to June 30, 2028	3.50%

c) In addition to the mandatory uniform employer contribution for all eligible employees, each such employee may elect 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 10<sup>th</sup> day or each month following the end of the month in which the covered services were performed.

d) The Employer shall make the following defined pension plan contributions to the IATSE National Pension Fund on behalf of each employee:

From April 1, 2024 to June 30, 2025	\$4.00 per day worked
From July 1, 2025 to June 30, 2026	\$5.00 per day worked
From July 1, 2026 to June 30, 2027	\$6.00 per day worked
From July 1, 2027 to June 30, 2028	\$7.00 per day worked

- e) Contributions shall be made to the "IATSE Health and Welfare Fund" and the "IATSE Annuity Fund" and the "IATSE National Pension Fund" no later than the 10<sup>th</sup> of each month in respect to all employment during preceding month on 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, their dates of employment, shifts of employment by them as well as the amount of contributions paid for them.
- f) The Employer further agrees to be bound by all 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.

#### ARTICLE XXIV

#### **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 XXV 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 writing and signed by authorized representatives of the parties.

# ARTICLE XXVI Term of Agreement

This Agreement shall be effective as of April 1, 2024 and shall continue to and including June 30, 2028. All terms are effective upon execution of this Agreement. 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.

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

#### THE BIG TEN NETWORK, LLC

Francis O'Hern	David Normansell David Normansell (Apr 9, 2024 15:18 PDT)
Co-Director, Broadcast Department, IATSE	Executive Director, Labor Relations
Apr 9, 2024	Apr 9, 2024
Date	Date
Francis A. O'Hern Francis A. O'Hern (Apr 9, 2024 13:10 CDT)	
President, IATSE Local 762	
Apr 9, 2024	

Date

#### **APPENDIX A and B: Freelance and Staff Minimum Wage Rates**

APPENDIX A: Freelance Minimum Wage Rates				
	April 1, 2024 - June 30, 2025	July 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2027	July 1, 20217 - June 30, 2028
<b>Technical Director</b>	\$53.42	\$55.56	\$57.78	\$60.09
Audio Mixer	\$53.42	\$55.56	\$57.78	\$60.09
<b>Graphics</b> Operator	\$53.06	\$55.18	\$57.39	\$59.68
Associate Producer	\$39.87*	\$41.47	\$43.12	\$44.85
Capture/Playback Operator	\$53.06	\$55.18	\$57.39	\$59.68
Associate Director	\$41.75*	\$43.42	\$45.16	\$46.96
Fox Box Operator	\$37.51	\$39.01	\$40.57	\$42.19
Statisticians	\$24.75	\$25.74	\$26.77	\$27.85

The wage chart above represents the following wage increases:

- April 1, 2024 through June 30, 2025: Three and Three-fourths Percent (3.75%)
- July 1, 2025 through June 30, 2026: Four Percent (4.0%)
- July 1, 2026 through June 30, 2027: Four Percent (4.0%)
- July 1, 2027 through June 30, 2028: Four Percent (4.0%)

\*Associate Producer and Associate Director rate increases an additional \$2.00 effective April 1, 2024.

APPENDIX B: Staff Minimum Wage Rates				
	April 1, 2024 - June 30, 2025	July 1, 2025 - June 30, 2026	July 1, 2026 - June 30, 2027	July 1, 20217 - June 30, 2028
<b>Technical Director</b>	\$42.74	\$44.45	\$46.22	\$48.07
Audio Mixer	\$42.74	\$44.45	\$46.22	\$48.07
<b>Graphics</b> Operator	\$42.45	\$44.14	\$45.91	\$47.75
Associate Producer	\$31.90	\$33.17	\$34.50	\$35.88
Capture/Playback Operator	\$42.45	\$44.14	\$45.91	\$47.75
Associate Director	\$33.40	\$34.74	\$36.13	\$37.57
Fox Box Operator	\$30.01	\$31.21	\$32.46	\$33.75
Statisticians	\$19.80	\$20.59	\$21.42	\$22.28

#### Sideletter 1: SCOREBOX OPERATOR

As discussed during the 2019 BTN MICR Negotiations, the primary duties of the Scorebox Operator during pre-production include but are not solely limited to roster uploads and in-game statistical and promotional graphics.

Based on the Union's concern regarding the Scorebox Operator's workload for baseball and softball, the Parties agree to continuously monitor the workload and agree to meet and discuss any concerns during the term of the Collective Bargaining Agreement.

### Sideletter 2: ACCOMMODATION OF SICK-PAY AND PAID-LEAVE ORDINANCES

The parties waive, to the full extent permitted by law, application of the following to all employees employed under this Agreement: the Chicago Paid Sick Leave Ordinance (Section 6-105-045 of the Municipal Code of Chicago); the Chicago Paid Leave and Paid Sick and Safe Leave Ordinance (Chapter 6-130 of the Municipal Code of Chicago); the Cook County Earned Sick Leave Ordinance (Chapter 42, Article I, Section 42-1 et seq. of the Cook County Code); the Paid Leave for All Workers Act (Chapter 820, Act 192 of the Illinois Compiled Statutes) and any other ordinances, statute or law requiring paid leave that is hereafter enacted. This agreement shall supersede and be considered to have fulfilled all requirements of said ordinances as presently written, and/or amended during the life of this agreement.