

**AGREEMENT BETWEEN  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**AND**

**FOX SPORTS PRODUCTIONS, INC.**

**August 1, 2016 to July 21, 2019**



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## **AGREEMENT**

This Agreement, as amended, is made and entered into this 1st day of August 2016, by and between Fox Sports Productions, Inc. hereinafter called the "Employer" or "Company" (including any successors, assigns, purchasers, transferee, and lessees) and the International Brotherhood of Electrical Workers on behalf of its Local Unions 4, 45, 1200, 1212, and 1220, hereinafter called the "Union." This agreement confirms the Parties mutual understanding as to the wages, hours and conditions of employment of freelance Technicians, hereinafter called "Freelance Employees" or "Employees," when employed in connection with the pick-up of live sport competitions broadcast by Fox Broadcasting Company.

### **SECTION 1 – EFFECTIVE DATES OF AGREEMENT**

(a) This Agreement, as amended, shall take effect the 1<sup>st</sup> day of August 2016, and shall remain in force and effect through the 31<sup>st</sup> day of July 2019. It shall continue in effect from year to year thereafter from the 1<sup>st</sup> day of August through the 31<sup>st</sup> ay of July each succeeding year, unless changed or terminated in the manner provided for hereinafter.

(b) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to July 31, 2019, or sixty (60) days prior to July 31st of any subsequent year. However, changes may be made at any time by mutual consent.

(c) Any change, amendment, or understanding supplemental to this Agreement shall be reduced to writing, signed by both parties hereto and be subject to the approval of the International President of the International Brotherhood of Electrical Workers, in the same manner as this Agreement.

### **SECTION 2 – BARGAINING REPRESENTATIVE**

(a) The Employer recognizes the Union as the exclusive bargaining representative for all Freelance Employees performing work for the Employer on live sports competitions broadcast by FOX Broadcasting Company. The work covered by this Agreement, to be performed by Employees, shall include all work in connection with the installation (except the installation of conduit and wires therein, the wiring of power circuits up to the final distribution panel), operation, maintenance and repair of all radio, television, graphics, facsimile, all digital, video and audio equipment and apparatus by means of which electricity is applied in the transmission of transference, production or reproduction of voice, sound, or vision, including all types of recordings and the placement, adjustment and operation of lights and lighting equipment when such is within the Employer's control. The work jurisdiction of this Agreement is also inclusive of driving any owned and leased vehicles involved in the Employer's operation of pick-ups of live sports competitions as stated above. All sporting events broadcast over cable broadcasting systems are expressly excluded from coverage of this Agreement (with express exception of those events covered by Sideletter #6 and Sideletter #13, respectively).

(b) The Company may utilize the truck vendor, truck personnel, to supplement the crew if such vendor is an IBEW signatory and the personnel are IBEW members, i.e., driver and assistant. The Company may utilize a member of a mobile unit company, to drive a double headed sideline cart on game day. It is understood that this individual will be designated as a Utility and appropriately paid the Technician rate per Section 8(b). It is also understood that the individual so assigned must be in good standing with the IBEW.

(c) All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment, or the effective date of this Agreement, whichever is later.

(d) The provisions of Subsection (c), above shall not apply in any location where it is prohibited by state law, and if so prohibited, it shall apply whenever the law is changed so that it may be effective.

(e) The Company shall provide to the Union a crew list of core members as soon as possible prior to a scheduled event covered by this Agreement. The entire crew list shall be provided to the Union at least ten (10) days in advance. In addition, the Company shall provide the Union with a list of employees who actually worked each event within fourteen (14) days after the event.

### **SECTION 3 – MANAGEMENT’S RIGHTS**

The rights of Management in the operation of its business are limited only by the provision of this Agreement as specifically stated herein. The Union and Bargaining Unit members retain their inherent rights as provided by common and generic statutory law.

### **SECTION 4 – REFERRAL PROCESS**

(a) It is the intention of the parties to cooperate in the manner of securing competent freelance employees. To that end, the Employer shall seek freelance employees from the Union. The Union agrees to provide freelance employees to perform remote work for the Employer. Should the Employer determine, in its sole discretion, that the Union can't supply sufficient qualified freelance employees to fulfill the specific needs of the Employer, the Employer may then seek freelance employees from other sources.

(b) After a freelance employee has worked for consecutive years with the Employer, such freelance employee will have preference of employment, meaning that a freelance employee will not be eliminated from the referral process for arbitrary or capricious reasons.

### **SECTION 5 – DUES**

Upon receipt of voluntary written authorization, the Employer agrees to deduct and forward monthly to the Local Union, the Union membership dues and/or the additional working dues

from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

## **SECTION 6 – GRIEVANCE AND ARBITRATION**

(a) If there is any grievance, dispute or difference between any employee covered by this Agreement and the Union or the Company or among any said parties with respect to the interpretation or application of any provision of this Agreement, such grievance, dispute or difference shall be reduced to writing and processed in accordance with the following steps in this grievance procedure:

### **Step One**

The Employee Relations Representative for the Company and the Union's Business Representative shall attempt to settle the grievance. If no settlement is reached within five (5) days, the grievance may be submitted to Step Two.

### **Step Two**

The Senior Vice President, Labor Relations of the Company, or his/her designated representative, and the International President of the Union, or his/her designated representative, shall attempt to settle the grievance. If no settlement is reached within a reasonable time (not to exceed thirty (30) days), the grievance may be submitted to arbitration as set forth in Step Three.

### **Step Three**

Any grievance not satisfactorily disposed of in accordance with the steps of the grievance procedure outlined above may be submitted to arbitration at the request of either party. Arbitration of the issue(s) shall proceed at the city of origin of same accordance with the procedures of the American Arbitration Association.

(b) The authority of the arbitrator shall be limited to determining questions involving the interpretation or application of the terms of this Agreement. It shall have no authority to add to, to subtract from, or to change any of the terms of the Agreement, to change an existing wage rate, or to establish a new wage rate. The decision or award of the arbitrator shall be final and binding upon each of the parties and they will abide thereby subject to such laws as may be applicable. Each party shall bear the expenses of preparing and presenting its own case. The cost, if any, of the neutral arbitrator and incidental expenses mutually agreed to in advance shall be borne equally by the parties hereto.

(c) All grievances shall be presented as soon as practicable after the occurrence upon which the same is based, but in no event later than seven (7) days if the same is a dismissal grievance or later than thirty (30) days if the grievance arises from any other cause. The failure to submit a grievance within such periods shall constitute a bar to further action thereon.

## SECTION 7 – NO STRIKE AND NO LOCKOUT

(a) During the term of this Agreement there shall be no strikes by the Union and no lockouts by the Company.

(b) No employee shall be penalized, discharged or disciplined by the Employer for refusal to cross a lawfully established picket line, nor will the Employer assist any Company in breaking a strike or effectuating a lockout by using the services of any freelance employee to perform any work that is customarily performed or produced by such Company.

## SECTION 8 – SENIORITY

Freelance employees employed on a per event basis are recognized as not being members of a regular staff and therefore do not accumulate seniority for layoff, vacation, health, and welfare and similar other vested rights and benefits, however, they shall receive compensation as specified herein.

## SECTION 9 – WAGES

(a) The minimum hourly wage rate of freelance employees shall be:

Wages	8/01/2016-	8/01/2017-	8/01/2018-
	7/31/2017	7/31/2018	7/31/2019
Utility Tech.	\$33.86	\$34.54	\$35.58
Technician I	\$55.78	\$56.90	\$58.61
Technician II / Maint.	\$59.09	\$60.27	\$62.08
Technician III / TD	\$61.53	\$62.76	\$64.64

The wage chart above represents the following wage increases:

- August 1, 2016 through July 31, 2017: Two Percent (2%)
- August 1, 2017 through July 31, 2018: Two Percent (2%)
- August 1, 2018 through July 31, 2019: Three Percent (3%)

The wage increases described herein reflect an increase to the Scale Wage Chart Rates above, only. As it relates to Employees who are paid at wage rates above the Scale Rates, the following hourly increase (as opposed to a percentage increase) shall apply:

- August 1, 2016 through July 31, 2017: \$1.21 per hour
- August 1, 2017 through July 31, 2018: \$1.23 per hour
- August 1, 2018 through July 31, 2019: \$1.88 per hour



(b) Any employee hired as a sideline camera cart driver (e.g., Chapman or similar) shall be paid the Utility Tech. rate on set days and at the Technician I rate on game day.

(c) Any employee assigned as a Lead Utility shall be paid a \$50 Craft Fee for the shift in question.

(d) The Company shall provide for payroll direct deposit.

(e) The Employer reserves the right at its sole discretion to pay wages above those listed in this Section.

## **SECTION 10 – CANCELLATION POLICY**

(a) Any technician or utility that is offered and accepts work by the company shall be compensated in the following manner if such work is later canceled by the Company:

1. Cancellation within one-hundred and eight (108) hours of the event will receive one-day's pay for the first day of the event and 50% of one-day's pay for each subsequent day which was canceled; and
2. The time zone of the event location will be utilized in determining the one-hundred and eight (108) hour cancellation rule.

(b) The Union and impacted crew will be formally notified as soon as possible when any broadcast schedule is updated and will cause re-assignment of that crew.

## **SECTION 11 – FORCE MAJEURE**

In the event that operations are temporarily curtailed in whole or in 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.

## **SECTION 12 – 401(K) AND FLEX PLAN**

In lieu of other benefits, the Company will pay for each individual a contribution based upon his/her applicable base pay into the Entertainment Industry Benefits Plans for Freelance Technicians. This contribution will be divided as follows:

### **Entertainment Industry 401(k) Plan-**

August 1, 2016 through July 31, 2017: 6%

August 1, 2017 through July 31, 2019: 7%

### **Entertainment Industry Flex Plan-**

August 1, 2016 through July 31, 2019: 8.5%

## **SECTION 13 – HOURS AND OVERTIME**

Eight (8) or ten (10) consecutive hours shall constitute a work-day, which includes a one (1) hour paid meal. Employees who work in excess of eight (8) hours in any one eight (8) hour day or in excess of ten (10) hours in any one ten (10) hour day or in excess of forty (40) hours in any work week, shall receive one and one-half (1½) times their regular straight-time hourly rate for all hours in excess of the hours so stipulated. The parties agree that the paid meal period shall not be considered as time worked in calculating overtime and shall be paid at the applicable straight-time rate.

All wages shall be calculated and compensated in fifteen (15) minute (or one quarter 1/4 of an hour) increments.

Technicians' recorded hours and timesheets will be posted at the work site for inspection whenever possible and based upon best efforts. In-times and out-times for the previous day must be posted by the noon of the following day.

## **SECTION 14 – MEAL PERIODS**

(a) All first meal periods shall be compensated and will be one (1) hour in length. The meal period shall be scheduled as near to the midpoint in the work-day as possible and not to exceed the 6th elapsed hour. In the event a crew member misses a meal break due to work, he/she will be compensated an additional hour paid at time and one-half (1½) times his/her straight-time rate of pay for the hour worked during the meal period.

(b) A second or subsequent meal shall be due 6 hours after the employee returns to work from the 1st meal. In the event a meal is missed, the subsequent meal shall not occur later than six (6) hours after the start of the previously scheduled meal. If such meal(s) are missed, the same aforementioned penalty shall apply.

(c) Paid meal periods that are taken shall not be counted towards Overtime as contained in Section 13. However, any missed meal periods do count towards the Overtime calculation.

## **SECTION 15 – BOOKINGS AND SCHEDULING**

All bookings are to be ten (10) hour unless otherwise specified, in writing, at the time of the booking. Except that the normal booking for a Travel day, as contained in Section 19 is eight (8) hours.

Event call times must be given in a timely manner. Onsite Technicians and utility technicians must be notified of their following day's call-time at the time of their release on the prior day. For technicians and utility technicians not on site, there must be no less than 10 hour notice given

for the following day's in-time. For the purposes of this section, the event's local time zone shall apply.

## **SECTION 16 - BREAK PERIODS**

Employees will be afforded reasonable break periods during the work day and all such break periods will, at minimum, comply with the law of the State in which a sporting event takes place.

## **SECTION 17 – REST PERIODS AND SHORT TURNAROUND**

An Employee shall be allowed a ten (10) hour rest period between the completion of any one (1) day's tour of duty and the beginning of the next day's tour of duty. An Employee shall receive, in addition to any compensation that is otherwise due for such work, additional half-time (1/2x) penalty payment for each hour worked, pro-rated for each quarter-hour (1/4) worked, that shortens his/her rest period.

## **SECTION 18 – HOLIDAYS**

- (a) Additional straight time for all hours worked or paid on (but in no event less than eight (8) hours) New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- (b) If an Employee is on a "dark day" that is also a Holiday contained herein, the Employee shall receive an additional "half time" rate for said "dark day."

## **SECTION 19 – TRAVEL TIME AND EXPENSES**

It is understood that the Employer shall reimburse each Employee for all travel and living expenses, when travel by such Employee is required or authorized. Additionally, Travel time in connection with any such assignment shall be credited as time worked.

- (a) **Local Travel.** A local hire is an individual who lives within fifty (50) miles of the event location assigned for work. Any such individual is not paid for travel time or mileage to or from the venue. As such, the Technician's time starts and ends at the site of assignment.
- (b) **Nearby Travel.** A nearby hire is an individual who lives more than fifty (50) miles and less than seventy-five (75) miles from the event location so assigned. While such individual is not paid travel pay, as a convenience to the Employee, they shall receive reimbursement for mileage.

- (c) **Distant Travel and Per Diem.** Distant travel applies to all Employees who travel more than seventy-five (75) miles from home to the event location so assigned.
- (i) When on distant travel, all such Employees shall receive per diem expenses for overnight assignments at the rate of \$77.22 for the duration of the Agreement.
  - (ii) If an individual is authorized and travels by car to the location, mileage will be reimbursed and actual hours required for the drive will be paid at the hourly travel rate described below (and a minimum of eight (8) hours).
  - (iii) On Travel Only Days: In lieu of paying a minimum wage on travel only days, the Employer agrees to pay the following premium wage based on an eight (8) hour day, not inclusive of a one (1) hour unpaid meal period:

**Utilities:**

August 1, 2016 through July 31, 2017:	\$ 29.78 per hour
August 1, 2017 through July 31, 2018:	\$ 30.38 per hour
August 1, 2018 through July 31, 2019:	\$ 31.29 per hour

**All Other Technicians:**

August 1, 2016 through July 31, 2017:	\$ 48.29 per hour
August 1, 2017 through July 31, 2018:	\$ 49.26 per hour
August 1, 2018 through July 31, 2019:	\$ 50.73 per hour

- (iv) As it applies to all air travel (domestic or foreign), it is expressly understood that the basic travel day is paid as an eight (8) hour day. This eight (8) hours 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 considered paid time and (1) hour is an unpaid meal period. The meal period time shall be assigned at the beginning of the fifth (5<sup>th</sup>) hour.
- (1.) Travel time commences two (2) hours prior to the scheduled flight departure and stops one (1) hour after the actual flight arrival.
  - (2.) In situations wherein the travel day is extended due to unusual circumstances and takes longer than nine (9) hours, the Employee will submit a request with their timecard for the additional time required to complete the travel. Such requests shall be coordinated directly with Management and will not be unreasonably denied. While travel day rates will be used for overtime incurred during a travel day, if the Technician is due weekly overtime during the travel day, payment will be based upon their individual rate, as opposed to the travel day rates contained herein.
- (d) **Lodging.** 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.

- (i) A Technician's time starts and ends at the hotel location and the time spent in transit between the hotel and the event shall be considered work time.
  - (ii) If a Technician is on Distant Travel and also drove a personal vehicle, the Technician shall be compensated for all parking expenses for vehicles parked at a hotel. Additionally, the Technician will be paid reimbursement for mileage between the hotel and event location, provided that the Company has expressly authorized the Technician to use their personal vehicle. Otherwise, the Technician shall use the crew transportation provided for by the Company.
- (e) **Parking.** A parking expense payment shall be given to each employee for each round-trip assignment in which the employee was entitled to receive a daily per diem expense.
- (i) Parking expense payments shall be paid as follows:
    - (1) Actual cost of parking at a "Long-Term" location, with a receipt.
    - (2) On consecutive events, the above stated value for parking expenses will be applied to each such event.
- (f) **Dark Days.** For each scheduled day off occurring during any such traveling assignment, a Technician shall be credited with a minimum of eight (8) hours at straight-time rates, provided that no work is performed on such day off.
- (g) **Health and Welfare Contributions.** The Fringe contributions contained in Section 12 shall also apply to Travel Day Wages contained herein.
- (h) **Travel/Work Days.** The Agreement does not prohibit the Company from assigning "travel-work days" at the end of the remote assignment. FOX has expressed an interest in taking advantage of such assignments in the future. Should the Company do so, they shall provide a "Change facility" for the technicians involved in such assignments.

## SECTION 20 – COOPERATIVE COMMITTEES AND TRAINING

### (a) **Labor / Management Committee**

- (i) As part of an ongoing cooperative effort, representatives of the Company & Union agree to meet on a semi-annual basis to discuss issues of mutual concern. Such meetings will typically be held once during NFL Football season and once during the NASCAR season.

**(b) Safety Committee**

- (i) The Company and Union agree to form a safety committee comprised of a maximum of five (5) IBEW Representatives and five (5) Company Representatives. This committee shall meet quarterly, in conjunction with Labor / Management Committee meetings, and discuss matters related to safety on Fox Sports Productions.

**(c) Training Committee**

- (i) The Company and Union agree to form a training committee comprised of a maximum of five (5) IBEW Representative and five (5) Company Representatives. This committee shall meet quarterly, in conjunction with Labor / Management Committee meetings, and discuss training initiatives to deal with emerging technologies. The Company and Union also agree to discuss partnership opportunities to further training for IBEW represented Employees working on Fox Sports Productions.

**(d) Training Days**

- (i) The parties agree that for “stand-alone” training that is not conducted on a regular working day, the rate of pay shall be the hourly travel rate, contained in Section 19, and not the Technician rates of pay contained in Section 9. The minimum call for a “stand-alone” training day shall be 4 hours. Should the training exceed the 4-hour minimum call, the day will continue to be calculated at the hourly travel rate until complete. Any overtime incurred on a “stand-alone” training day will be calculated using the hourly travel rate.
- (ii) If training is conducted on-site during a regular work-day, then the Technician rates of pay contained in Section 9 shall apply.
- (iii) It is expressly understood that a Technician’s participation in such training is strictly voluntary. Training is intended to be in addition to regular work-days and not meant to reduce the work-days in which a Technician would otherwise be employed.

**SECTION 21 – UNION ACCESS**

Authorized representatives of the Union shall be allowed access to the remote locations of the Employer to inspect or investigate operations of the Employer with respect to compliance with the terms and conditions of this Agreement. The Union may appoint a Steward for any event; however, the Company will be informed of such Steward appointment.

**SECTION 22 – OTHER INSURANCE AND PAY PERIODS**

(a) All Freelance Employees shall be covered by a Travel and Accidental Death Insurance policy paid in full by the Employer. The minimum amount of coverage shall be \$500,000.00.

(b) Employees shall be paid on a per event basis or weekly (if event exceeds one (1) week). Payroll deductions shall conform with applicable laws. The work week shall be defined as Monday through Sunday.

(c) All pay for events will be received by the Technician within ten (10) business days (14 calendar days) from the date in which the event was worked.

#### **SECTION 23 – WORK OUTSIDE OF THE UNITED STATES OF AMERICA**

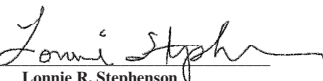
Individuals hired in the United States and sent to Canada to cover a sporting event shall work and are covered by the terms of the FOX/IBEW Agreement. The Agreement does not cover the employment of Canadian nationals, however, the Company is not prohibited from employing local IBEW members.

#### **SECTION 24 – SEPARATION CLAUSE**

Should any provision(s) of this Agreement be declared illegal by any court of competent jurisdiction, such provision(s) shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provision(s) which are in conformity with the applicable laws.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

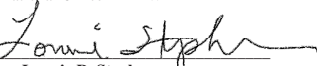
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS, AFL-CIO, CLC

By:   
**Lonnie R. Stephenson**  
International President

FOX SPORTS PRODUCTIONS, INC.

By:   
**Michael J. Campolo**  
Senior Vice President, Labor Relations

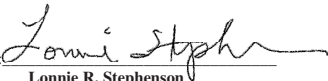
APPROVED:  
International Office – IBEW

By:   
**Lonnie R. Stephenson**  
International President  
International Brotherhood of  
Electrical Workers, AFL-CIO, CLC



The following Sideletters have been agreed to by the parties and are part of this agreement. The Sideletters are titled for ease of identification only.

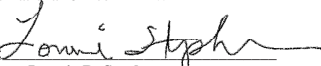
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By:   
**Michael J. Campolo**  
Senior Vice President, Labor Relations

APPROVED:  
International Office – IBEW

By:   
**Lonnie R. Stephenson**  
International President  
International Brotherhood of  
Electrical Workers, AFL-CIO, CLC

### **SIDELETTER #1 - Waiver of Paid Sick Leave Ordinances**

To the fullest extent permitted, this Agreement shall operate to waive any provision of any City, County, State, or Federal Paid Sick Leave Ordinance or Law. This collective bargaining agreement shall supersede and be considered to have fulfilled all requirements of said Ordinance or Law as presently written, and or amended during the life of this Agreement. It is further understood that in any location that Sick leave is otherwise required and not waivable through collective bargaining, the Paid Time Off (PTO) provisions of Sideletter #4 satisfy the underlying obligations.

## **SIDELETTER #2 – Future Transmission Method Change**

During the course of the 2012 and 2016 negotiations, the Union expressed concerns that as transmission methods change, the Company may contend that the Union no longer has any jurisdiction. In order to alleviate concerns of the Union and the employees it represents, the Company has assured the Union it has no intention of replacing Technicians who perform functions for the primary program service if other than the current technological methods of transmission are utilized.

The foregoing does not confer any additional jurisdiction to Technicians or to the Union.

### **SIDELETTER #3 – Fox / IBEW Partnership Opportunities**

In recognition of the rapid changes that are occurring in the broadcasting industry and the impact on FOX (“the Company”) and the International Brotherhood of Electrical Workers (“the Union”), the parties express their intent that a forum be formed to address areas of common interest and promote principles of partnership between the Union and the Company. The Union and the Company agree to the following:

1. Continue to utilize the labor-management meetings as a forum for business discussion for early communication and discussion between the parties on business developments that affect the Company and the Union and concern their constituencies.
2. Explore the opportunity for FOX to participate in the IBEW Code of Excellence program.
3. Discuss and review innovative approaches to equip the Company to maintain high levels of excellence in service, operations, products and technology in an increasingly competitive marketplace in both traditional and newly emerging technologies. This will improve the employees’ competitive responsiveness while protecting and enhancing opportunities for employment security.
4. Maintain the excellent communications and relationships between the parties and thereby avoid unnecessary disputes by cooperatively addressing significant changes, competitive threats, cost challenges and developments in both the Union and Company environments.
5. Provide an opportunity at the labor-management meetings for the Union to discuss at a national level various work being conducted outside of the IBEW jurisdiction and for the Union to suggest how employees might perform the same work in a practical and effective manner that meets the cost and timeline objectives of the business. In appropriate circumstances the Company may consider such suggestions and as appropriate the parties may mutually agree that such discussions be continued between designated local management and union representatives.
6. This agreement is not intended to displace the collective bargaining process.

#### **SIDELETTER #4 - Paid Time-Off (PTO)**

The Company agrees to accrue PTO for all individuals covered by the terms and conditions of this Agreement on the following basis:

1. Core Crew Members (those who work at least 720 hours in the prior year) - shall be awarded three (3) PTO days on January 1 of each contract year. This time will be retroactive to January 1, 2016 for all core crew members who qualified during 2015.
2. All other Employees – shall accrue PTO at the rate of one (1) hour of PTO time for every thirty (30) hours worked.

Accrual – The maximum award or accrual of PTO shall be twenty-four (24) hours. This is based on three (3) days of eight (8) hours, each.

Rate of Pay – The hourly rate of pay used for PTO time shall be the same rate as that used for a Travel day established in Section 9.

PTO Used for Sick Leave – Earned or accrued PTO may be taken in four (4) hour increments for illness of the individual or to care for a family member.

PTO Used for Other Purposes – PTO may be used for any other purpose, provided that the Employee pre-schedules the use of such PTO time.

Unused PTO - Any unused awarded or accrued PTO will be paid out as part of the last paycheck of each calendar year. As such, there shall be no carry-over of PTO from one year to the next.

PTO shall not be used by the Company in lieu of any Cancellation time provided for under this Agreement.

## **SIDELETTER #5 - Application of Paid – Unworked Hours**

During the course of the 2016 negotiations, the IBEW (“Union”) and Fox Sports (“Company”), collectively referred to herein as (“the parties”) discussed the accounting of unworked but paid hours. To that extent, the parties have agreed on the following. Dark days or days off in town, unworked holidays, paid travel days while in a technician’s home market, or PTO days shall not be counted towards the overtime payment calculation in any week nor will such time count towards PTO accrual.

It is further understood that for unworked compensated hours during work days, a minimum of 9 hours (7 hours if booked on an 8-hour day) will be counted towards the overtime payment calculation in the week and such time will count towards PTO accrual. By way of example, if a technician is released after 7 hours on a 10-hour day booking, 9 hours will be credited (based upon the one (1) hour meal deduction).

## **SIDELETTER #6 – Fox Sports 1 and Fox Sports 2 Events**

During the 2016 Negotiations the Company and Union codified the following prior Letter Agreement:

1. Union agrees to withdraw the NLRB charge associated with this case.

2. Company agrees to assign all Golf events for which Company has underlying rights deals to Union (commencing in December 2014). These events are known as the “PGA” and “USGA” events, of which the Union has received a broadcast schedule. Said Golf events will remain assigned to IBEW for however long the rights deals exist with the Company and all such work shall be performed under the IBEW/Fox Sports National Collective Bargaining Agreement.

3. Company agrees to assign all MLB Post-Season baseball events for which the Company has underlying rights deals to the Union. This shall include all series games (Wild Card, Divisional, Championship, and/or World Series) that may air exclusively on Fox Sports 1 (FS1) or Fox Sports 2 (FS2). This provision shall be in effect for however long rights deals exist with the Company for these MLB Post-Season properties and all such work shall be performed under the IBEW/Fox Sports National Collective Bargaining Agreement.

4. Company agrees to assign additional NASCAR Sprint Cup Series events to Union that air exclusively on Fox Sports 1 or Fox Sports 2 and all such work shall be performed under the IBEW/Fox Sports National Collective Bargaining Agreement. These events are further described as the Sprint Cup events at the following locations (it is understood that if the nomenclature of “Sprint Cup” changes, any successor sponsored events are still covered):

- a. Pocono;
- b. Michigan; and
- c. Sonoma.

5. The Company also agrees that where combined events exist (defined as events that Fox Sports Productions manages the production elements and such events ultimately airs on a combination of Fox Broadcasting Company (FBC) and/or FS1 and/or FS2), the Company shall perform this work using IBEW technicians under the IBEW/Fox Sports National Collective Bargaining Agreement.

By way of example:

- a. Soccer coverage where there is an event on Saturday that airs on FS1 and a separate event at the same location that airs on FBC on Sunday; IBEW technicians shall be used.
- b. MLB Postseason and/or World Series coverage where the Company has multi-use remote facilities servicing needs of FBC and FS1 and/or FS2, IBEW technicians shall be used.

## **SIDELETTER #7 – Re-Openers (2016-2019)**

During the term of the agreement, the IBEW (“Union”) and Fox Sports Productions, Inc. (“Company”), collectively referred to herein as the parties (“the parties”) agree they may reopen negotiations for the sole purposes of:

1. Discussing either the use and/or replacement of the Entertainment Industry Flex Plan (“Flex Plan”) or,
2. If the NFL moves a team outside of the United States (to discuss the impacts on the Bargaining Unit and/or continued utilization of Bargaining Unit members outside of the United States).

Fox Sports agrees that upon 60 days’ written notice from the IBEW stating it wishes to exercise this re-opener clause, a meeting will be scheduled to discuss the matter at hand.

It is understood that any proposals to amend the parties’ use of the Flex Plan, or replace it with an alternative, must be cost neutral to the Company. Absent an agreement to amend the parties’ use of the Flex Plan or related to any move of an NFL team outside of the United States, the provisions shall remain as set forth in the 2016 collective bargaining agreement.



### **SIDELETTER #8 – Deal Memos**

During the term of the Agreement and prior to utilizing a “deal memo,” the Company and Union agree to review and agree upon template language contained in said “deal memo” used for Technicians. It being understood that a Deal Memo is intended to be a binding contract which has bilateral obligations between the Company and Technician.

### **SIDELETTER #9 – Work After Being Assigned a Dark Day**

If employee who assigned a ten (10) hour work schedule with an intervening eight (8) hour dark day is subsequently assigned to work said Dark Day, they will be paid for a ten (10) hour work day as opposed to an eight (8) hour work day.

### **SIDELETTER # 10 - Recording of Work Hours**

During the 2016 negotiations the recording of actual work hours was discussed in detail. It has been agreed that all Employees will record the actual in and out time on their time cards independent of the methods agreed upon for the proper payment of said wages.

### **SIDELETTER #11 – Relief Employees on Golf Events**

During the 2015 Golf Season and again during the 2016 negotiations, the parties discussed the need for appropriate relief personnel to be assigned on Golf Events. The Company agrees to cooperate with the Union and give best efforts in determining the appropriate crew complement such that all Employees will have appropriate relief.

## **SIDELETTER #12 – Utility Classifications**

During the 2016 negotiations the parties agreed to use the following definitions for the Utility Classification:

### **Utility**

The Scope of work for utility technicians (“Utilities”) shall be defined as the following. A utility’s primary role is to assist technicians. Their duties shall include the running of cable, unloading and loading of equipment, unloading and loading of trucks, sorting and staging of technical equipment, and transportation of technical equipment within a venue. Utilities are also responsible for cable paging, the operation of parabolic and/or shotgun type microphones or similar equipment, and the operation of certain lighting equipment, such as but not limited to, portable lights used during sideline interviews.

### **Lead Utility**

A Lead Utility (“Lead”) can perform all the duties of a utility as defined in the preceding paragraph of this sideletter. A Lead also assists technical management in determining work assignments for utilities, staging of technical equipment, coordination of set-up and teardown assignments, as well as the notification and assistance to the crewing department on additions, or replacements of sick or absent utilities.

## **SIDELETTER #13 – Fox Sports 1 and 2 Events**

The Company and the Union hereby agree as follows:

### **1. Agreement / Applicability**

The Company and Union have met for the purpose of entering into this Special Agreement/Sideletter that allows certain core crew/travel work to be covered by the Collective Bargaining Agreement between the Company and Union as described below.

### **2. Locations of Bargaining Units**

A core crew/travel member is covered by the terms of the Fox/IBEW National Agreement when the individual Employee agrees to be dispatched by FS1 Remote Production, LLC for work at any location for production of live remote events airing on Fox Sports 1 and Fox Sports 2.

### **3. Non-Exclusive Traveling Core Crews**

The parties acknowledge that Employees performing work as a core crew/travel member shall be non-exclusive.

### **4. Applicability of Base Bargaining Agreement**

It is expressly understood that any events broadcast on Fox Network will be subject to the terms and conditions of the parties' network collective bargaining agreement. As such, the core crew provisions described above are inapplicable to network events.

### **5. NASCAR Sprint Cup Events**

It is agreed that any NASCAR Sprint Cup Events that have historically been aired on Fox Sports (Network) will continue to be covered by the Fox Sports Productions/IBEW National Agreement if such events are aired on Fox Sports 1 or Fox Sport 2 instead of the Fox Network.

## Appendix 1: Sample Dues Authorization Form

### Dues Deduction Authorization

I hereby authorize and direct FOX to deduct from my pay an amount equal to X of my gross wages, which represents the working dues in accordance with the Bylaws of Local Union X.

This authorization is voluntarily made in order to pay my fair share of the Local Union's cost of representing me for the purposes of collective bargaining, and this authorization is not conditioned on my present or future membership in the Union.

This authorization shall be irrevocable for a period of one year from the date hereof or until termination date of said agreement, whichever occurs sooner, without regard to whether I am a member of the Union during that period, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union within the ten (10) day period prior to the anniversary of this authorization. I understand that under current law the payments covered by this authorization are not deductible as charitable contributions for federal income tax purposes.

Name (printed) \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

## FREQUENTLY ASKED QUESTIONS

**Q: When I am booked for an event directly by FOX or my Local Union office, what should I do?**

**A:** Be sure to get an e-mail confirmation when you are booked for an event. The confirmation should include:

- Position
- First Day
- Last Day
- Travel Days

**Q: Are work days eight (8) or ten (10) hours? (CBA SECTION 15)**

**A:** Work days are ten (10) hours. Eight (8) hour days must be specified in writing at the time of booking. If this is not the case, contact your Business Manager/Representative or Local Union office.

**Q: Who should I report to when I arrive on site?**

**A:** Check in with the Technical Producer.

- If you are new or have not recently worked for FOX you will need to fill out new hire forms. FOX Sports payroll and paperwork is now done online. Please have your local send your contact information including email to the Broadcasting and Telecommunications Department so you may be sent a link to fill out the forms online.
- Bring original picture identification (driver's license or passport) and your Social Security card. For other acceptable forms of identification go to <http://www.uscis.gov/i-9>.

**Q: When should I sign out?**

**A: You must sign out at the end of each work day. Never sign a blank timesheet.** Always check your timesheet for accuracy. Make sure that all the following items are filled in:

- In Time
- Out Time
- Total Hours
- Overtime (OT)
- Missed Meals
- Rest Period

**Q: If my paycheck is incorrect or missing, what should I do?**

**A:** Contact your Business Manager/Representative or Local Union office. Do not contact FOX Sports Directly.

**Q: If I am cancelled from an event, what should I do? (CBA SECTION 10)**

**A:** Ask for cancellations to be put into writing.

- If you are cancelled within one hundred and eight (108) hours of your travel and/or work day, you are entitled to compensation.



- If you are cancelled outside the one hundred and eight (108) hour cancellation window because of crew reassignment, you may be entitled to crew compensation. Check with your Business Manager/Representative or Local Union Office.

**Q: Do I get a meal break? (CBA SECTION 14)**

**A:** Yes. A one (1) hour meal break must start by the end of the sixth (6<sup>th</sup>) hour (1<sup>st</sup> meal break). If you do not receive a meal break or you receive a meal break outside of the times listed in the CBA you are entitled to the missed meal compensation.

**Example:** If your call time is noon, your one-hour meal break must start no later than 6:00 p.m. If you are entitled to a second or subsequent meal break it must begin no later than the 6<sup>th</sup> hour after the previous one-hour meal break.

**Example:** If your first meal break ended at noon, your second one-hour meal break must start no later than 6:00 p.m.

**Q: What is a “Rest Period”? (CBA SECTION 17)**

**A:** You are allowed ten (10) hours of rest between shifts. If you do not receive ten (10) hours between shifts you will be compensated additional half time for each hour worked that occurs inside the ten (10) hour rest period.

**Example:** You work noon to 10:00 p.m. on your first day. On your second day you are scheduled to work 6:00 a.m. to 4:00 p.m.

	In Time	Out Time	Hours	Rate	Total
<b>Day One</b>	Noon	10:00 p.m.	10	x \$46.23	= \$462.30
<b>Rest Period</b>	10:00 p.m.	6:00 a.m.	8 (2*)		
<b>Day Two</b>	6:00 a.m.	4:00 p.m.	10	x \$46.23	= \$462.30
	6:00 a.m.	7:00 a.m.	1*	x \$23.11	= \$23.11
	7:00 a.m.	8:00 a.m.	1*	x \$23.11	= \$23.11

*\* Hours inside the ten (10) hour rest period*

**Q: When is traveling to and from the company-provided hotel and the venue considered time worked? (CBA SECTION 19)**

**A:** When staying in a company provided hotel, your workday is calculated portal to portal. Your in-time begins upon your departure from the hotel, and your out-time is when you arrive back at the hotel.

**Q: If I have a question or concern while working on site at an event, what should I do?**

**A:** If there is a Shop Steward on site contact him/her immediately. Otherwise, contact your Business Manager/Representative or Local Union office.

**Q: How do I learn about becoming a Shop Steward?**

**A:** Contact your Business Manager/Representative or Local Union office to find out more about becoming a Shop Steward. There are training courses available through your Local Union.

**Q: Can I have my dues deducted from my paycheck?**

**A:** Yes, contact your Business Manager/Representative or Local Union office for instructions.

**Q: What are my union dues used for?**

**A:** Union dues are used to run your union. Dues support the handling of contract negotiations, pay rates, grievances, arbitrations, safe working conditions, health benefits and 401K programs. If you itemize taxes, **union dues are usually tax deductible**. Check with your tax advisor for complete details.

**Q: What is the difference between *base dues* and *working dues*?**

**A:** *Base dues* are paid to your “home local,” usually on a monthly or quarterly basis, and are a fixed amount. *Working dues* are calculated on your actual earnings. The state you live in determines which “signatory local” your *working dues* are paid to. The CBA contains the list of states and their “signatory local” (see “Local Union Contacts Information”). Your “signatory local” may differ from your “home local” depending on where you work and/or live.

**Q: If I am informed that I am a member “not in compliance,” what should I do?**

**A:** Contact your Business Manager/Representative or local union office to find out how to rectify the situation. This may include providing missing documentation, completing paperwork or fulfilling financial obligations.

**Q: I have a new address and/or phone number, who do I contact?**

**A:** Your Business Manager/Representative or local union office as soon as possible with your new contact information.

**Q: How do I learn more about specific health and 401K benefits that are covered under the CBA? (CBA Section 12, Page 5)**

**A:** Contact the following organization:  
Entertainment Industry Flex Plan  
[www.flexplan.com](http://www.flexplan.com)  
Toll-free phone: (888) 353-9401  
Main phone: (323) 993-8888  
Fax: (323) 993-8834  
Los Angeles, CA

**Q: Is there a place I can submit a resume?**

**A:** The IBEW has set up a web page for anyone in the industry to contact us. Please visit [www.ibewbroadcasting.com](http://www.ibewbroadcasting.com) for more information.

**Q: What do I do if I believe a discussion with a supervisor could lead to discipline?**

**A:** As a union member you are protected under federal law by the Weingarten Rights. You have the right to and should say the following:

*I believe this discussion could lead to my being disciplined. Therefore, I request that my Union Steward or Representative be present to assist me at this meeting. I further request reasonable time to consult with my Union Representative regarding the subject and purpose of this meeting. Please consider this a continuing request and, without representation, I shall not participate in the discussion. I shall not consent to any searches or test affecting my person, property or effects without first consulting with my Union Representative.*

## LOCAL UNION CONTACT INFORMATION

**Union membership requirements for freelance employees shall be processed by the following locals;**

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Mr. Michael Pendergast, Business Manager  
Local Union 4, IBEW  
5850 Elizabeth Avenue  
St. Louis, MO 63110  
(314) 664-0202  
www.ibewlocal4.com

**States Covered:** Missouri

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Ms. Elaine Ocasio, Business Manager  
Local Union 45, IBEW  
6255 Sunset Blvd, Suite 721  
Hollywood, CA 90028  
(323) 851-5515  
www.ibew45.org

**States Covered:** Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oklahoma, Oregon, Texas, Utah, Washington, and Wyoming.

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Mr. Ken Brown  
Local Union 1200, IBEW  
4426 Upper Beckleysville Road  
Hampstead, MD 21074  
(443) 691-6033  
www.ibew1200.org

**States Covered:** Alabama, Arkansas, District of Columbia, Florida, Georgia, Louisiana, Maryland, Mississippi, North Carolina, Puerto Rico, South Carolina, Tennessee, Virginia, and West Virginia.

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Mr. Ralph Avigliano, Business Manager  
Local Union 1212, IBEW  
225 West 34<sup>th</sup> Street, Suite 1120  
New York, NY 10122  
(212) 354-6771  
www.ibew1212.org

**States Covered:** Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont.

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Mr. John Rizzo, Business Manager  
Local Union 1220, IBEW  
1311 Butterfield Road  
Suite 306  
Downers Grove, IL 60181  
(773) 714-1220  
[www.ibew1220.org](http://www.ibew1220.org)

**States Covered:** Illinois, Iowa, Indiana, Kansas, Kentucky, Michigan, Minnesota, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.

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