

NABET-CWA

AND

TUPELO HONEY RAYCOM, LLC

March 16, 2019 – March 15, 2021

ARTICLE 1

TERM OF AGREEMENT

This Agreement shall be effective as of March 16, 2019 and continue through March 15, 2021.

ARTICLE II

SCOPE OF THE UNIT

NABET-CWA (The Union) represents and warrants, and it is of the essence hereof, that it represents for collective bargaining purposes all of the employees of or as defined in the Scope of Unit clause, and Tupelo Honey Raycom, LLC (the Company) recognizes the Union as the exclusive bargaining agent for all such employees of the Company.

The term "employee" as used in this agreement as outlined in Section 6.1, applies to all technical employees and daily hires and includes, but is not limited to, employees whose classification and wage scales are contained herein.

Whenever in the wording of this Agreement the masculine gender is used, it shall be understood to include the feminine gender.

ARTICLE III

NO DISCRIMINATION

The Company will not discriminate against any employee for anything said, written or done in furtherance of the policies and aims of the Union. Neither the Union nor the Company will discriminate against any employee because of race, creed, age, sex, color or national origin.

ARTICLE IV

EMPLOYMENT

Section 4.1

- a) It shall be a condition of employment that all employees covered by this agreement who are members of the Union in good standing on the effective day of this agreement shall remain members in good standing, and those who are not members and are freelance employees shall as a condition of their continued employment by the employer become members of the union on the day worked following their fifth (5th) day of actual employment with the employer in one year or following the eleventh (11th) day in two years, and they shall thereafter maintain their membership in good standing during the term of this agreement. Good standing for the purpose of this agreement shall mean the payment or tender of periodic dues and initiation fees uniformly required by the union.
- b) The Company will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues or initiation fees, as required by the preceding paragraphs.

Section 4.2

The Company shall give written notice to the President of the Local Union of job opportunities and the rate to be paid. Such prior notice shall be of as long a duration as practicable. As soon as reasonably practicable, the company shall provide the Union with crew sheets for all events and programs covered by this collective bargaining agreement.

Section 4.3

Upon receipt of a signed authorization of the employee involved, in the form set forth below, the Company shall deduct from the employee's pay check the Union Initiation Fee and dues payable by the employee to the Union and, at the option of the Local Union, the Local Dues.

Section 4.4

Deductions for Initiation Fee and for Local Union Dues shall be remitted to the Local Union involved and deduction for Union Dues shall be remitted to the International Office of the Union in each case no later than the tenth (10th) day of the month

following the deductions. The Company shall furnish the International Union and the Local Union, upon request, with an alphabetical record of those for whom deductions have been made and the total amount of each deduction.

Section 4.5

The parties agree that the Check-Off authorization shall be in the following form:

"NAME: _____ DEPT: _____
(Please Print)

I hereby authorize Tupelo Honey Raycom, LLC ("Company") to deduct from each paycheck, a sum equal to one and one-third percent (1-1/3%) of my total earnings for the previous pay period, including all overtime and penalty payments on account of membership dues in NABET-CWA. I further authorize the Company when notified in writing to do so by the Local Union to deduct from my wages on account of Union Initiation Fee the sum of _____ dollars (\$ _____), which shall be paid at the rate of five percent (5%) per pay period. I further authorize the Company, when notified to do so by the Local Union in the area involved, to deduct from my wages on account of dues payable to that Local Union .0023 of my daily base rate. The sums thus to be deducted are hereby assigned by me to NABET-CWA and are to be remitted by the Company to the Union and the Local Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current Collective Bargaining Agreement between the Company and NABET-CWA, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within ten (10) days prior to the expiration of any irrevocable period hereof. Such revocation shall be affected by written notice by registered mail to the Company and the Union within such ten (10) day period."

Section 4.6

The Company will provide to NABET-CWA Local 11, upon request, written information of each daily hire employed and that employee's name, address, telephone number, social security number and wages earned.

ARTICLE V

NO STRIKES OR LOCKOUTS

Section 5.1

There shall be no stoppage of work, lockout or other interference with Company operations and no dispute between the Union and/or the Local Union with any third party including but not limited to WNBC, its parent or affiliated companies, shall affect the duties of the parties hereto. Employees hereunder will perform their regular and customary duties for the Company until one of the parties has failed to comply promptly with any final decision of the Impartial Umpire or an arbitrator.

Section 5.2

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

ARTICLE VI

JURISDICTION AND TRANSFER OF WORK

Section 6.1

All technical work performed by the Company for the sports and entertainment television programs specified below will be done by bargaining unit employees in accordance with the terms and conditions of this Agreement:

- a) those telecasts originating in the New York City Metropolitan Area of New York Football Giants Pre-Season Home Football games, and any regular season New York Giants Home and Away Game pre-game and post-game shows being recorded at or near the Giant's New Jersey facilities;
- b) those broadcasts of professional boxing originating in the United States and intended for initial distribution over the NBC Television Network;
- c) those broadcasts of professional rugby originating at the Red Bull Arena in Harrison, NJ;

- d) those broadcasts of professional Mixed Marshall Arts competitions originating from Madison Square Garden in New York, NY and/or from Barclays Center in Brooklyn, NY;
- e) those broadcasts of college team sports competitions originating from Madison Square Garden in New York, NY and/or from Barclays Center in Brooklyn, NY; and
- f) such other telecasts as the parties may agree in writing during the Term.

The parties agree that the terms of this Agreement, as modified by mutual agreement, may apply to technical work performed by the Company on a project by project basis as determined by the parties, including the production and distribution of programming for broadcast, cable, web or other methods, and including stadium operations within the NYC metropolitan area, so long as such work is not covered by another collective bargaining agreement.

Section 6.2

The Company agrees that it will not transfer or subcontract any work or functions covered by this Agreement and presently being performed by employees in the bargaining unit, or to which employees are entitled under the terms of this Agreement, to persons outside the bargaining unit.

Section 6.3

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

ARTICLE VII **REGULAR WORK DAY AND WEEK; MEAL PERIODS;** **BENEFITS PAYMENT; RECOGNIZED HOLIDAYS.**

Section 7.1

A regular work day is defined as consisting of not less than eight (8) hours in any work day, which shall be computed by totaling the number of hours between the time an employee reports for work and the time of completion of the employee's duties for such work day, including meal periods where applicable.

Section 7.2

Hours worked outside of a regular forty (40) hour work week, or in excess of eight (8) hours per day will be compensated at time and one-half (1-1/2 or 150%) of hourly wage. The ten-hour rate is computed by adding two hours of time and one-half overtime to the eight hour wage rate

Section 7.3

A paid meal period of forty-five (45) minutes shall be granted around the midpoint of the work day. In the event an employee receives no meal period, a penalty of one (1) hour's pay at the employee's regular hourly rate will be added to the end of the tour.

Section 7.4

The Company agrees, in addition to all wages and other sums required to be paid hereunder, to make contributions on behalf of each employee covered by this agreement to the Entertainment Industry Flex Plan ("the Flex Plan") or its lawful successor.

During the period from March 16, 2019 through March 15, 2021, the Company will make contributions on behalf of each such employee per day as follows (except that a tour of twelve (12) hours or less that begins on one calendar day and ends on another calendar day shall require only one (1) such payment):

- a) Twenty Dollars (\$20.00) per day worked to the Entertainment Industry Flex Plan for the employee; and
- b) Forty-Five Dollars per day worked shall be added to the total wages due to the employee.

The Flex Plan is a Trust, operated pursuant to the terms and provisions of a written Trust Agreement and the employer agrees to be bound by all the terms and conditions of the Trust Agreement(s) as they may be amended from time to time, including all decisions and determinations made by the Trustee(s) or any impartial umpire as authorized by the Trust Agreement(s).

Payment of contributions to the Flex Plan as herein provided shall be due the first day of each month for the previous month, shall be received not later than the 15th of each month and shall be deemed delinquent thereafter. Payment of contributions to the Flex Plan is otherwise subject to the rules, regulations and procedures of the Flex Plan.

Payment and remittance report should be mailed to:

Entertainment Industry Benefit Plans
PO Box 60669
Los Angeles, CA 90060-0669
(323) 993-8888

Section 7.5

The following travel and accommodation provisions shall apply for broadcasts originating outside of the New York City Metropolitan Area:

- a) when the broadcast venue location is more than fifty (50) miles from the employee's home and the employee drives his or her personal automobile, the Company shall pay the employee mileage to and from the venue at the rate for mileage that is established each year by the Internal Revenue Service;
- b) when the broadcast venue location is more than fifty (50) miles from the employee's home, the Company shall provide the employee with standard hotel accommodations of Company's choosing and per diem at the rate of Fifty-Three Dollars (\$53.00) per night spent in a hotel;
- c) when reasonably required to travel by common carrier or charter to the broadcast venue location, Company shall provide employees with a round-trip coach-class airline ticket and ground transportation determined in Company's sole discretion; and
- d) when employees fly on Company provided airline flights that are scheduled for four (4) hours or longer, the employee shall be paid a travel rate equal to one (1) full daily wage rate (eight [8] hour rate) for each travel day, and for Company provided airline flights that are scheduled for less than four (4) hours, the employee shall be paid a travel rate of one-half (1/2) of his or her daily wage rate (eight [8] hour rate) for each travel day.
- e) when a day is a combination of travel and work, the day begins when the mode of transportation starts - for driving, it's when the employee gets in the car and starts traveling, for flying, it is the scheduled departure time. The day ends when the employee is released from work.
- f) when it is only a travel day and no work is performed, the travel time will be at the straight time rate (unless on a Holiday) and such travel time does not count against the accumulated weekly time (40 hours) that triggers overtime.

Section 7.6

The following days are recognized as holidays (each, a "Holiday") when the wage rate of time-and-one-half overtime (based on 8-hour rate) shall be paid for all work performed regardless of the rate in effect when Holiday work commences: 1) New Year's Day; 2) Easter Sunday; 3) Memorial Day; 4) Independence Day; 5) Labor Day; 6) Thanksgiving Day; and 7) Christmas Day.

ARTICLE VIII

GRIEVANCES AND ARBITRATIONS

Section 8.1

A duly authorized representative of NABET-CWA may investigate or inspect operations of the Company covered by this Agreement at reasonable hours and in such manner as not to disturb the normal operations of the Company.

Section 8.2

The employer may not discipline or terminate an employee except for just cause.

Section 8.3

A grievance shall be defined as any dispute regarding the application or interpretation of this agreement. Grievances should be discussed informally between the parties as a means to resolve such disputes. If the parties are unable to reach a resolution, either party may submit the dispute to arbitration. The decision of the arbitrator shall be final and binding between both parties. The arbitrator shall be mutually selected by both parties. In the event that the parties are unable to agree on an arbitrator then either party may request a panel from the American Arbitration Association. Fees and expenses shall be equally divided between the Union and the Company.

ARTICLE IX

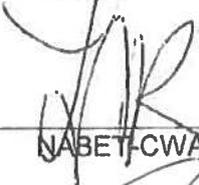
REST PERIODS

Reasonable rest periods will be granted during the course of each job function. The Company will grant a rest period of fifteen (15) minutes between the conclusion of a program or event (and the return of the Hand Held cameras to the Mobile Unit) and the final technical breakdown.

ARTICLE X

DURATION

This Agreement shall become effective as of the ratification date herein and shall remain in full force and effect through March 15, 2021.



NABET-CWA LOCAL 11

3/26/19

DATE



TUPELO HONEY RAYCOM, LLC

4/5/19

DATE



NABET-CWA

April 5, 2019

DATE

APPENDIX A

WAGES AND CLASSIFICATIONS

- 1) For work commencing on or after March 16, 2019 and for the period running through March 15, 2020, the following are the classifications and minimum rates of pay in effect for NCAA Division 1 Football, NCAA Playoffs, Horse Racing, and Professional Sports for the term of this Agreement (3.0% increase):

Position	8-Hour Rate	10-Hour Rate
Tech Manager / Ops Producer	\$537.11	\$738.54
TD	\$467.51	\$642.82
A-1	\$467.51	\$642.82
A-2s	\$396.72	\$544.86
Parabolic Ops	\$214.85	\$295.41
Video (V-1)	\$467.51	\$642.82
Video 2 nd (V-2)	\$396.72	\$544.86
EVS Operator	\$396.72	\$544.86
VTR Ops	\$396.72	\$544.86
Hard Cameras	\$396.72	\$544.86
Hand Held	\$396.72	\$544.86
Utilities	\$322.27	\$443.13
Graphic Operator	\$396.72	\$544.86

- 2) For work commencing on or after March 16, 2019 and for the period running through March 15, 2020, the following are the classifications and minimum rates of pay in effect for sports production other than the forgoing and for all other productions for the term of this Agreement (3.0% increase):

Position	8-Hour Rate	10-Hour Rate
Tech Manager / Ops Producer	\$537.11	\$738.54
TD	\$418.53	\$575.47
A-1	\$418.53	\$575.47
A-2s	\$363.87	\$500.31
Parabolic Ops	\$214.84	\$295.41
Video (V-1)	\$418.53	\$575.47
Video 2 nd (V-2)	\$396.26	\$544.86
EVS Operator	\$363.87	\$500.31
VTR Ops	\$363.87	\$500.31
Hard Cameras	\$363.87	\$500.31
Hand Held	\$363.87	\$500.31
Utilities	\$322.27	\$443.13
Graphic Operator	\$363.87	\$500.31

- 3) For work commencing on or after March 16, 2020 and for the period running through March 15, 2021, the following are the classifications and minimum rates of pay in effect for NCAA Division 1 Football, NCAA Playoffs, Horse Racing, and Professional Sports for the term of this Agreement (2.5% increase):

Position	8-Hour Rate	10-Hour Rate
Tech Manager / Ops Producer	\$550.54	\$757.00
TD	\$479.20	\$658.89
A-1	\$479.20	\$658.89
A-2s	\$406.64	\$558.48
Parabolic Ops	\$220.22	\$302.80
Video (V-1)	\$479.20	\$658.89
Video 2 nd (V-2)	\$406.64	\$558.48
EVS Operator	\$406.64	\$558.48
VTR Ops	\$406.64	\$558.48
Hard Cameras	\$406.64	\$558.48
Hand Held	\$406.64	\$558.48
Utilities	\$330.33	\$454.21
Graphic Operator	\$406.64	\$558.48

- 4) For work commencing on or after March 16, 2020 and for the period running through March 15, 2021, the following are the classifications and minimum rates of pay in effect for sports productions other than the forgoing and for all other productions for the term of this Agreement (2.5% increase):

Position	8-Hour Rate	10-Hour Rate
Tech Manager / Ops Producer	\$550.54	\$757.00
TD	\$428.99	\$589.86
A-1	\$428.99	\$589.86
A-2s	\$372.97	\$512.82
Parabolic Ops	\$220.22	\$302.80
Video (V-1)	\$428.99	\$589.86
Video 2 nd (V-2)	\$406.17	\$558.48
EVS Operator	\$372.97	\$512.82
VTR Ops	\$372.97	\$512.82
Hard Cameras	\$372.97	\$512.82
Hand Held	\$372.97	\$512.82
Utilities	\$330.33	\$454.21
Graphic Operator	\$372.97	\$512.82