

AGREEMENT

between

RIVER OPERATING COMPANY, INC.

and

**NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES & TECHNICIANS - COMMUNICATIONS**

WORKERS OF AMERICA, AFL-CIO, CLC

January 1, 2016 through December 31, 2019

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AGREEMENT made and entered into this first day of January 2016, by and between River Operating Company, Inc. (“Company”) and National Association of Broadcast Employees and Technicians - Communications Workers of America. AFL-CIO, CLC (“NABET” or “Union”).

In consideration of the mutual promises and agreements herein contained, the Parties hereto agree as follows:

**ARTICLE I
RECOGNITION AND SCOPE OF UNIT**

Section 1.1 - The Company recognizes NABET as the exclusive representative of all of the technical employees of the Company assigned to the unit which operates the video equipment, audio equipment and video tape machines located in the scoreboard control room and the Great Hall associated with the control of the scoreboards and video boards at Yankee Stadium (hereinafter “Operators”). Excluded are operators of manual scoreboards, rotational signage and closed caption screens as well as any employees of any subcontractor. All other employees of the Company, including guards, professional employees, and supervisors, as defined in the National Labor Relations Act, also are excluded from this unit.

**ARTICLE II
WORK JURISDICTION**

Section 2.1 – Operators shall operate video equipment, audio equipment and video tape machines located in the scoreboard control room (which also controls the Great Hall screens) associated with the control of the scoreboards and videoboards for all events at Yankee Stadium requiring the assignment of more than one Operator. Nothing shall require minimum staffing. Operators may be assigned to multiple positions during any work shift without any right to additional pay for such assignments. Other personnel not covered by this Agreement may also assist in the pre-game or pre-event entry of textual data into the computer memories of the

electronic equipment to ensure that game or event time deadlines are met. The Company shall notify NABET of any new equipment to be utilized which may materially affect the operational practices within the unit. The Director, Scoreboard & Video Production; the Senior Executive Producer, Scoreboard & Post Production; the Managing Executive Producer, Scoreboard & Video Production; the Senior Producer/On-Air Host, Scoreboard & Video Production; the Production Assistant, Scoreboard & Video Production; the Senior Executive Producer, Yankees Productions (Sr. Graphics); the Senior Producer, Yankees Productions; and the Production Assistant, Yankees Productions shall be permitted to operate any technical equipment during the off season. The Director, Scoreboard & Video Production shall be permitted to operate any technical equipment during the season, provided he/she shall not replace a Regular Operator. During an emergency only, the Senior Producer/On-Air Host, Scoreboard & Video Production; the Production Assistant Scoreboard & Video Production; and the Production Assistant, Yankees Productions, shall be permitted to operate any technical equipment during the season, provided he/she shall not replace a Regular Operator. Notwithstanding the foregoing, before, during or after the season the Director, Scoreboard & Video Production; the Senior Executive Producer, Scoreboard & Post Production; the Managing Executive Producer, Scoreboard & Video Production; the Senior Producer/On-Air Host, Scoreboard & Video Production; the Production Assistant, Scoreboard & Video Production; the Senior Executive Producer, Yankees Productions (Sr. Graphics); the Senior Producer, Yankees Productions; the Senior Producer, Yankees Productions; and the Production Assistant, Yankees Productions shall be permitted to operate any technical equipment hereunder for the purpose of the creation of graphics. The Managing Executive Producer, Scoreboard & Video Production; the Senior Executive Producer, Scoreboard and Post Production; and the Director, Scoreboard and Video Production, or persons

holding such titles and/or performing similar duties, can perform unit work whenever needed, provided that in the case of the Director, Scoreboard and Video Production, he/she shall not replace a Regular Operator.

Section 2.2 – NABET represents and warrants that its members have and will have the technical skills to perform the work contemplated by this Agreement in Yankee Stadium. NABET further agrees, if requested by the Company, to refer for employment such persons within its knowledge who are capable of performing the job functions contemplated herein. The Shop Steward will review and verify the qualifications of all such persons referred for employment, in advance of their referral.

ARTICLE III EMPLOYMENT AND CHECK-OFF

Section 3.1 - As a condition of employment, all Operators shall, thirty (30) days after the first day of employment, or thirty (30) days after the execution of this Agreement, whichever is later, become members of the Union and remain members in good standing during the term of this Agreement. The Company will refer new employees to the Union office within seven (7) days after commencement of work for information and advice on the union shop requirements hereof. Nothing herein contained shall require the Company to discharge any Operator who has been denied membership or whose membership has been terminated for any reason other than the failure of the Operator to tender the initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership.

Section 3.2 – Upon receipt of a signed authorization of the Operator involved, in the form set forth in Section 3.3, the Company shall deduct from the Operator’s pay check the Local Union initiation fee, and the dues payable by him/her to the International Union and/or to Local Union 11 during the period provided for in said authorization. Deductions for initiation fees and

dues shall be remitted to the Local Union office once every four (4) weeks. At the Union's request, dues and initiation reports shall be furnished in electronic form.

Section 3.3 – The check-off authorization shall be in the following form:

Name - _____

I hereby authorize River Operating Company, Inc. to deduct bi-weekly from my wages a sum equal to one and one-third percent (1-1/3%) of my total earnings on account of membership dues in NABET. I further authorize the Company, when notified in writing to do so by the Local Union, to deduct from my wages on account of Local Union initiation fee the sum of \$_____, which shall be paid in installments as set forth in the current Union bylaws. I further authorize the Company, when notified to do so by the Local Union, to deduct from my wages on account of dues payable to the Local Union the sum of (provide for amount or percentage to be deducted). The sums thus to be deducted are hereby assigned by me to NABET and the Local Union, as the case may be, and are to be remitted by the Company to NABET and to the Local Union, as required. I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from the date, or up to the termination date of the current collective bargaining agreement between River Operating Company, Inc. and NABET, 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 thereof. Such revocation shall be affected by written notice by registered mail to the Company and the Union within such ten (10) day period.

Signature

Date

Section 3.4 – The Union will indemnify and hold the Company harmless for any and all actions taken pursuant to this Article 3, including, but not limited to, any and all costs and attorney fees.

**ARTICLE IV
NO STRIKES/NO LOCKOUTS**

Section 4. – During the term of this Agreement, the Union and the Operators shall not engage in any strike (including a sympathy strike), stoppage of work or other interference, direct or indirect, with the Company operations. The Company agrees that there shall be no lock out for a like period.

Section 4.2 – The Company will not assign, transfer, or require Operators to perform the duties of employees who are on strike at Yankee Stadium.

**ARTICLE V
GRIEVANCE AND ARBITRATION**

Section 5.1 – Any grievance as to the interpretation, application, or performance of this Agreement (except as set forth in Article 6.2) shall be adjusted, if possible, by direct discussion between a representative of the Union and a representative of the Company. Grievances, to be timely, must be raised within 14 days of the event giving rise to the grievance or will be waived. In the event the grievance cannot be settled after such discussion, the grievance may be reduced to writing by the representative of the Union, and submitted within thirty (30) days after such discussion referenced above to arbitration, by submitting a written notice to the Company and to the American Arbitration Association. The arbitrator shall be selected and the arbitration shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association. The decision or award of the arbitrator shall be rendered within thirty (30) days after the close of the hearing; provided, that no such decision or award shall be made retroactive to a time earlier than six (6) months prior to the date the grievance was reduced to writing and shall be limited to backpay only. Each Party shall bear its own expenses of arbitration and shall share equally the fees and expenses of the arbitrator.

Section 5.2 – In the event that an Operator has a personal complaint, he may discuss the complaint with his management supervisor, a Union Steward, or both, provided, however, that the Steward shall have the right to be present at the resolution of the complaint if the complaint relates to the interpretation, application, or performance of this Agreement. If the complaint is not satisfied, it may be submitted as a grievance in accordance with Section 5.1. This section shall not serve to extend the time for the processing of any grievance.

Section 5.3 – A duly authorized representative of NABET may investigate or inspect operations of the Company covered by this Agreement, provided such visit takes place with reasonable advance notice to the Vice President of Stadium Operations and the Director, Scoreboard and Video Production and during reasonable hours and does not disturb or interfere with the operations of the Company. Upon arrival at Yankee Stadium he/she shall, from the front desk, advise the Senior Director, Scoreboard and Video Production, who shall make the necessary arrangements.

ARTICLE VI DISCIPLINE

Section 6.1 – Each Operator hired by the Company shall be subject to a probationary period which shall commence upon his/her first assignment to a New York Yankees Baseball Club (the “New York Yankees”) home baseball game and shall continue until he/she has worked twenty-seven (27) New York Yankees home baseball games. Probationary employees may be disciplined, suspended or discharged at the discretion of the Company, and such discipline, suspension or discharge shall not be subject to the provisions of Article V or Article VI of this Agreement.

Section 6.2 – The Company may discipline, suspend or discharge an Operator for just cause. In the event the Company disciplines, suspends or discharges an Operator, it shall

thereafter notify the Union thereof in writing. Notwithstanding any other provisions of this Agreement, if the Union wishes to challenge the discipline, suspension or discharge in arbitration, it shall, within five (5) days of its receipt of notice thereof, submit a written notice to the Company and to the American Arbitration Association that it desires to arbitrate the discipline, suspension or discharge. Every effort shall be made to have the arbitrator selected promptly and the arbitration hearing scheduled as soon as possible after the date of discipline.

ARTICLE VII MANAGEMENT RIGHTS

Section 7.1 – Except as specifically restricted or limited by this Agreement, the Company shall have the exclusive right to manage and operate its business, including, but not limited to the business activity to be undertaken, the training, hiring and selection of employees from any source whatsoever, the designation of job duties and job categories, the determination of staffing, the scheduling, assignment and layoff of/from work, the removal of equipment, the installation of new or improved equipment processes and/or procedures, and the promulgation of reasonable rules and policies for Company and employee conduct (including, but not limited to, the care and safety of equipment). If prior bargaining with respect to any decision by the Company relating to the removal of equipment, the installation of new or improved equipment or the institution of new procedures or processes in the operation of the business is legally required, the Union hereby specifically waives its right to such decision bargaining.

ARTICLE VIII WORK SCHEDULE

Section 8.1 – Operators are employed on a daily basis for the pre-season games, the regular season and the post-season home games of the New York Yankees and other events as defined in Side Letter #2 at which the scoreboards and videoboards at Yankee Stadium are

operated and which require the assignment of more than one Operator. At the sole option of the Director, Scoreboard and Video Production, the Company may call Operators in for training.

Section 8.2 –For each New York Yankees home game, each Operator shall report to work at the time designated by the Company, provided that the Company shall be required to have an Operator report to work no less than one and one-half (1-½) hours before the scheduled start of the game. Operators required to report to work at the call-times set forth below shall be paid for the following hours of work:

Daily Pay	Call Time Before Scheduled Start of Game
8 hours	4-½ hours or more
7 hours	3-½ hours
6 hours	2-½ hours
5 hours	1-½ hours

Section 8.3 – Work schedules showing the in-time and job assignment for each home game shall be posted at least one (1) week before a home series; (provided the Operators notify the Director, Scoreboard and Video Production of their availability). In the event of changes in the scheduling of a game, the Company may revise the in-time by notification to the Operators involved. In the event a scheduled home game is postponed or canceled for weather related or other reasons, including a strike by the Major League Players Association or a lockout by Major League Baseball, prior to the time an Operator reports to work for such scheduled game, the Operator shall nevertheless be paid for such game at the applicable rate in accord with Section 8.2. If, however, more than one (1) scheduled home game is postponed or canceled, the Operator

shall receive his/her applicable pay only for such postponed or canceled games that are remaining on the current homestand, notwithstanding that a work schedule may have been posted for more than one (1) home stand. Work schedules of events other than New York Yankees home baseball games requiring the assignment of more than one Operator shall be posted at least one (1) week in advance of the event, and the hours of assignment shall be determined by the Company in accordance with the requirements of the event.

For purposes of post-season play, homestand is defined to include all home games for a particular series (Wild Card, Division, League Championship, World Series, as the case may be); in the event a schedule is posted covering games in a separate post-season series, for which the team has not yet qualified as for example the World Series, while the team is still playing in the preceding series, at least 72 hours notice will be given for cancellation of games in that separate series, in the event the team does not qualify where such notice is not given, such scheduled dates will be included in the definition of homestand.

Section 8.4 – A “Regular Operator” is an Operator who has committed in writing to the Company at least sixty (60) days in advance of the scheduled home opener of the New York Yankees baseball season that he/she will be available on a full-time basis for the scheduled home games of the New York Yankees and whom the Company accepts as such. At least one (1) week prior to each home stand, unless an absence has been approved by the Director, Scoreboard and Video Production, each Regular Operator shall confirm to the Director, Scoreboard and Video Production his/her availability for the scheduled home games on the upcoming home stand. A Regular Operator shall forfeit his/her regular status if he/she was available for less than ninety percent (90%) of the scheduled home games for two (2) consecutive home stands, or was available for less than ninety percent (90%) of the scheduled home games of the New York

Yankees during the baseball season. In the event that an Operator loses his/her regular status, he/she shall be added to the list of substitute Operators. The Company shall provide the Union with a list of the Regular Operators and their dates of hire and with a list of substitute Operators, at the beginning of each season or upon date of hire, whichever is later.

Section 8.5 – In the event a Regular Operator is unavailable for a home game or other scheduled event, he/she shall be replaced by a substitute Operator who shall be paid the Regular Operator's rate. In the event a substitute Operator is unavailable, the Company may replace the unavailable Regular Operator with any other existing employee who, in that event, shall not be covered by this Agreement, except if such employee shall be other than a supervisory employee or an intern. The Company may add employees to the substitute list at its discretion. When Regular Operator positions become available, the Company may select the individual to fill such position.

Section 8.6 - All Operators shall be allowed at least nine (9) hours of rest between the completion of a day's work and the beginning of the next day's work, unless the Company requires said Operators to work during such rest period, in which event the Operator shall receive compensation at his/her overtime rate for each hour or portion thereof that the rest period is so invaded.

During each Yankees baseball season, Operators who indicate availability for full time work, whether in specific positions or as fill-in, and who commit to working at least 70% of scheduled home games shall be granted one day off, with pay, for training purposes. The Company shall furnish the Union a list of eligible employees by May 31 of the respective year for which the Operator has qualified. It is understood and agreed that the qualified Operator will take the training day, on advance notice to the Company, so as not to interfere with business

operations and also so as not to create any overtime payment requirements (as for example by scheduling it in a week when the New York Yankees are not at home).

Section 8.7 – All Operators will be entitled to a non-deductible meal break each work day, to be rotated and scheduled at the Company’s discretion, amounting to no more than thirty (30) minutes. In the event operational needs result in the Company not being able to provide a meal break, the Company will provide a catered meal, at Company expense, to the Operators affected. The Company shall make reasonable efforts to provide Operators with relief breaks when practicable.

Section 8.8 – In the event that Operators are employed for “other events” as set forth in Section 8.1, and Side Letter #2, each Operator shall be paid in accordance with the schedule set forth in Side Letter #2. An Operator must have the requisite skills to perform the specific(s) tasks required for any “other event” assignment. All Operators will be given the opportunity to volunteer some or all of their time during charitable events held at Yankees stadium, regardless of whether the charitable event is related to the New York Yankees.

Section 8.9 – Each Operator employed on the following holidays shall be paid time and one-half for the first eight (8) hours actually worked, and double time for all work required and actually worked after the first eight (8) hours (except events specified in Side Letter #2 shall not be governed by this provision):

New Years Day

Martin Luther King, Jr. Day

Presidents’ Day

Easter Sunday

Memorial Day

July 4th
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas

**ARTICLE IX
 WAGE RATES**

Section 9.1 – Operators shall be paid the following hourly wage rates during the term of this Agreement:

Rate	1/1/16-12/31/16	1/1/17-12/31/17	1/1/18-12/31/18	1/1/19-12/31/19
Straight Time	\$46.64	\$48.04	\$49.96	\$51.96
Overtime	\$69.96	\$72.06	\$74.94	\$77.94

Operators who are more than 15 minutes late for scheduled starting times will receive pay only for hours actually worked, and not any minimum, on the day of such lateness, provided that excused latenesses shall not be subject to this provision and that excuses will be reasonably granted if requested at least one hour prior to scheduled starting time.

Section 9.2 – Overtime at the rate of time and one-half (½) of straight time shall be paid for all work required in excess of eight (8) straight time hours in any work day or in excess of forty (40) straight time hours actually worked in any work week. In no event shall overtime accrue on overtime, i.e., hours worked in excess of eight (8) hours in any work day shall not be counted as hours worked in excess of forty (40) hours in any workweek in calculating overtime pay or overtime pay otherwise be pyramided, e.g. weekly hours worked over 40 hours on a

holiday. All overtime shall be computed in fifteen (15) minute units. The work week shall commence on Monday and end on Sunday.

Section 9.3 – Operators shall be paid on the fifteenth (15th) and end day of each month, for all regular and overtime hours worked through the tenth (10) day and twenty-fifth (25th) day of that month, respectively. In addition, at the Company’s discretion, Operators may be paid weekly for all regular and overtime hours worked during the previous work week.

Notwithstanding the foregoing, once a method of payment is adopted it may not be changed during the New York Yankees baseball season.

Section 9.4 – Regular Operators who have been employed as such during a New York Yankees baseball season shall have the first option to commit as Regular Operators for the following baseball season in accord with Section 8.4. In the event the Company determines at any point to reduce the number of Regular Operators, seniority by first date of employment shall govern.

ARTICLE X INSURANCE

Section 10.1 – The Company shall reimburse Regular Operators for the cost of individual medical and hospitalization insurance, not provided to the Operator by another employer (but including the cost of individual medical and hospitalization insurance required by COBRA), up to Four Hundred Dollars (\$400.00) per month, for each month from April through September, upon presentation by the Operator to the Company of a paid medical insurance bill for the month. Such paid medical insurance bill shall be submitted to the Company within 90 days of the close of the applicable month. The Company shall also reimburse Regular Operators, pursuant to the foregoing sentence, who work more than five (5) home games in October or who work ten (10) days or more in any month from October through March.

**ARTICLE XI
PARKING**

Section 11.1 – Regular Operators shall be provided free parking on game days in a Yankee Stadium parking lot.

**ARTICLE XII
COMPLIMENTARY TICKETS**

Section 12.1 – Regular Operators only shall be entitled to two (2) complimentary tickets for each of four (4) regular season home games during a season, based on availability determined at the Company’s discretion. Any issues concerning such tickets shall be referred only to the persons responsible for allocating such tickets. Complimentary tickets shall be deemed a privilege and not a right, hereunder. Any Regular Operator abuse of such privilege shall result in its revocation for all Regular Operators.

**ARTICLE XIII
TIME CLOCKS**

Section 13.1 – Nothing herein shall preclude the Company from mandating the use of Company-wide time keeping systems, including but not limited to requiring employees to swipe in and out at the beginning and end of the work day and before and after meal periods or breaks. If an Operator is found to have signed/swiped in or out for another, Operator(s) involved will be subject to immediate termination irrespective of seniority or an Operator’s discipline-free history.

**ARTICLE XIV
SEPARABILITY**

Section 14.1 – If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such

invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

This Agreement contains all of the covenants, stipulations and provisions agreed upon by the Parties hereto, unless otherwise provided in writing. No agent or representative of either the Company or the Union has the authority to make, and the Parties hereto shall not be bound by nor liable for, any statement, representation, promise, inducement or agreement not set forth herein.

ARTICLE XV SICK LEAVE

Section 15.1. The requirements of the New York City Earned Sick Time Act are waived pursuant to N.Y. Admin. Sec. 20-917 because comparable benefits are provided both in this Article XV and in other provisions of this Agreement.

Section 15.2. Commencing January 1, 2016, all Operators shall accrue sick leave at the rate of one (1) hour for every thirty (30) hours of time worked, up to a maximum of forty (40) sick leave hours per calendar year. Accrued and unused sick leave hours may be carried over to the next calendar year but an Operator shall not be able to use more than forty (40) sick leave hours per calendar year. Operators hired after January 1, 2016 may begin using accrued sick leave hours one hundred and twenty (120) calendar days after he/she begins employment.

Section 15.3. Accrued sick leave under Section 15.2, above, shall be taken in full shift increments (i.e., the Operator is required to call out for his/her entire shift for the applicable event, which: (i) for sporting events shall be based on the number of hours worked for the same sporting event immediately prior to the applicable sick leave; and (ii) for non-sporting events shall be based on the duration (in terms of number hours) of such non-sporting event). For example, if an Operator calls out for his/her 5 hour shift and only has three (3) hours of accrued

sick leave, he/she shall receive three (3) hours of straight time pay as sick leave pay and the remaining two (2) hours of the minimum call shall be unpaid. In the event such shift is at least four hours duration, the Operator must use a minimum of four hours of accrued sick leave. In the event an Operator must use sick leave after the commencement of a shift, the Operator may elect to use accrued sick leave for the duration of the shift. Sick leave may be taken for any reason permitted by the New York City Earned Sick Time Act.

Section 15.4. An Operator is required to notify the Company using the phone number (718) 579-4454 at least seven (7) days in advance of any reasonably foreseeable need to take sick leave. Barring unforeseen circumstances, as determined by the Company, an Operator is required to notify the Company of the need to take unforeseeable sick leave using the phone number (718) 579-4454, no less than four (4) hours in advance of his/her scheduled call time. An Operator shall be paid for accrued sick leave in accordance with Sections 15.2 and 15.3 above for which the Company has been provided the notice specified in this Section 15.4. An Operator must provide written verification that the Operator used sick leave for sick leave purposes. The Company agrees to prepare a written verification form for these purposes (set forth in Exhibit A). An Operator must present a note to the Company from a licensed healthcare professional certifying the need for such sick leave if such Operator uses twenty four (24) or more consecutive hours of sick leave. Regardless of the applicable event, sick leave pay shall be based on the regular hourly straight time rate of pay. Sick leave hours, paid or unpaid, shall not count as hours worked for overtime purposes or otherwise.

ARTICLE XVI NOTICE

Section 16.1 – Any notice required under the terms of this Agreement may be hand delivered, mailed, faxed, and/or electronically transmitted to:

If to the Company: Name: Greg Colello Title: Director, Scoreboard and Video Production
Address: One East 161st Street, Bronx, NY 10451

If to the Union: Name: Lou Marinaro, Title: President, NABET – CWA 11
Address: 145 West 30th Street, 12th Floor, New York, NY 10001

Each Party must notify the other Party, in writing, if the individual specified above is to be replaced for purposes of this Article. All notices shall be dated and signed by an authorized representative of the Party providing the notice. Mailed notices shall be deemed dated as of the date of the postmark.

Section 16.2 – For notices sent by U.S. mail, any time period will commence three (3) days after the postmark.

ARTICLE XVII APPLICABLE LAW

Section 17.1 – All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the Parties, however, shall be governed by applicable Federal laws and regulations and the laws of the State of New York. Subject to the parties' requirement to arbitrate disputes as set forth in Section 5 of this Agreement, the State and Federal courts within the State of New York shall be the sole and exclusive courts in which any actions appropriate for judicial resolution may be brought.

ARTICLE XVIII COMPLETE AGREEMENT/WAIVER

Section 18.1

(a) During the negotiations which resulted in the Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining. The understandings and

agreements arrived at by the Company and the Union, after the exercise of that right and opportunity, are set forth in this Agreement. As such, during the term of this Agreement the Company shall not be obligated to bargain with the Union with respect to any term and condition of employment.

(b) From time to time the Company may apply a benefit or practice to Operators in the bargaining unit which benefit or practice was not the subject of collective bargaining or is not specifically set forth in this Agreement. Nothing herein shall require the Company to maintain or continue any such benefit or practice.

ARTICLE XIX
TERM AND ENFORCEMENT OF AGREEMENT

Section 19.1 – This Agreement shall be effective as of January 1, 2016, and shall continue in effect until December 31, 2019. NABET Local 11 shall be responsible for the administration of this Agreement on behalf of NABET.

IN WITNESS WHEREOF, the parties have hereto affixed their respective signatures, as of the day and year specified in the first paragraph of this Agreement.

RIVER OPERATING COMPANY, INC.

By: /s/_____

NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS -
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, CLC

By: /s/_____

Charles G. Braico
Sector President, NABET-CWA

Date: _____

By: /s/_____

Louis Marinaro
President, Local 11, NABET-CWA

Date: _____

SIDE LETTER #1

January 1, 2016

National Association of Broadcast
Employees and Technicians - Communications
Workers of America, AFL-CIO, CLC
888 Seventh Avenue
New York, New York 10019

Ladies and Gentlemen:

This letter shall modify the collective bargaining agreement (the "Agreement") made and entered into as of the first day of January 2009 by and between the River Operating Company, Inc. (the "Company") and National Association of Broadcast Employees and Technicians - Communications Workers of America, AFL-CIO, CLC ("NABET").

The Company shall have the option, provided the designated employee agrees, to appoint a Crew Chief, who shall, when acting as Crew Chief, be paid three dollars and fifty cents (\$3.50) per hour over the hourly rate required under Article IX, Section 9.1 of the Agreement. The duties of Crew Chief shall include, among other assigned duties, assisting the Company in assuring that the facilities and equipment are in order and that personnel needed to satisfy staffing needs are available.

Once the designation has been made, either the Company or the designated Crew Chief shall have the option, on thirty (30) days notice, to cancel the designation and once the designee no longer is the Crew Chief, the wage increment set forth above shall cease.

The Company shall further have the option to select up to two (2) "Senior Operators" from the among the crew, who when so acting shall be paid \$.50 cents per hour over the hourly rate required under Article IX, Section 9.1 of the Agreement. The duties of the Senior Operators shall include, among other assigned duties, overseeing and managing Clips playback operations, overseeing and managing audio operations, including the music library and/or mixing board, overseeing and managing Daktronics Show Control operations, and overseeing and managing TD/switcher operations.

Very truly yours,

Lonn A. Trost

Accepted and agreed:

NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS -
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, CLC

By: /s/ _____
Charles G. Braico
Sector President, NABET-CWA

Date: _____

By: /s/ _____
Louis Marinaro
President, Local 11, NABET-CWA

Date: _____

SIDE LETTER #2

January 1, 2016

Lou Marinaro
President
NABET – CWA 11
145 West 30th Street
12th Floor
New York, NY 10001

Dear Mr. Marinaro:

This letter is to confirm our understanding of the description of the various categories of “other events” described in Section 8.8 of the collective bargaining agreement that may occur during the term of the contract and define the pay schedules for such “other events” as defined below:

Type of Event	Definition of Event	Minimum Hour Guarantee	Rate
Shoulder Events	Including, but not limited to, events occurring prior to gates opening or after a Yankees home game or NYCFC home match (such as, but not limited to, Kids Run the Bases, Premium Outfield Catch, Soccer Drills for Fans, etc.).	2 hours ¹	Shall be paid at the overtime rate set forth in Article IX, Section 9.1 for all hours worked.
Non-Profit, Charitable and Civic Events	Including, but not limited to, events such as Public School Athletic League and little league games	8 hours	Shall be paid at the straight time rate set forth in Article IX, Section 9.1
Concerts, Corporate Events, and Private	All non-sporting events such as, but not	4 hours	Shall be paid at the overtime rate set forth

¹ There shall be no pyramiding of minimum hour guarantees provided under this Side Letter or elsewhere in the Agreement. Thus, for example, any portion of a shoulder event which occurs during another minimum hour guarantee period shall only be paid in accordance with the non-shoulder event minimum hour guarantee period.

Parties	limited to, concerts, paid admission religious events, corporate events, trade shows and private parties (e.g. weddings and bar mitzvahs).		in Article IX, Section 9.1 for all hours worked.
Recurring Sporting Events	Recurring season long sporting events (other than New York Yankees home games) for which a team designates Yankee Stadium as its home venue (such as NYCFC).	8 hours in 2016 and 2017. 7 hours in 2018 and 2019.	Shall be paid in 2016 and 2017 at the overtime rate set forth in Article IX, Section 9.1 for all hours worked. Shall be paid in 2018 and 2019 at the straight time rate set forth in Article IX, Section 9.1 for all hours worked.
Single Event Sporting Events	Single event sporting events such as, but not limited, to Pinstripe Bowl, college football, soccer friendlies, boxing etc.	8 hours	Shall be paid at the overtime rate set forth in Article IX, Section 9.1 for all hours worked.
Once Per Year Rehearsal Day	Single annual rehearsal day for purposes of learning new equipment.	8 hours	Shall be paid at the straight time rate set forth in Article IX, Section 9.1
All Other Work, Including Non-Game Day Work	All other non-game day work and any other activities not specifically addressed in Section 8.2 or this Side Letter (such as, but not limited to, any activities related to the New York Yankees games, Major League Baseball games,	No minimum guarantee	Shall be paid at the straight time rate set forth in Article IX, Section 9.1.

	baseball games, baseball events and baseball exhibitions of any type, e.g. Little League and Pitch Hit and Run, family day, , or the New York Yankees training days).		
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There shall be no pyramiding of overtime with respect to overtime pay for work during “other events.” Time and one half shall be the highest rate for “other events,” regardless of the day worked or the hours worked, e.g., the ninth hour on a holiday. An Operator must have the requisite skills to perform the specific(s) tasks required for any “other event” assignment.

The Parties understand that “other event” work often is scheduled on short notice. The Employer will use best efforts to notify Operators of available “other event” work opportunities expeditiously.

Very truly yours,

Lonn A. Trost

Accepted and agreed:

NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS -
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, CLC

By: /s/
Charles G. Braico
Sector President, NABET-CWA\

Date: _____

By: /s/
Louis Marinaro
President, Local 11, NABET-CWA

Date: _____

SIDE LETTER #3

January 1, 2016

Lou Marinaro
President
NABET – CWA 11
145 West 30th Street
12th Floor
New York, NY 10001

Dear Mr. Marinaro:

As you are aware, Nima Ghandforoush and Benjamin Mace are salaried employees of the New York Yankees Partnership (the “Partnership”) and also members of the Union. As Partnership employees, Messrs. Ghandforoush and Mace are regularly scheduled to work Mondays through Fridays from 9:00 a.m. through 5:30 p.m. (the “Partnership Work Hours”)

This letter is to confirm the parties’ understanding that any compensation for work covered by Article II of the contract performed by Messrs. Ghandforoush and/or Mace during the Partnership Work Hours shall be deemed covered by the salaries they receive from the Partnership. Accordingly, they will not receive any additional compensation under the contract even if they perform bargaining unit work during Partnership Work Hours.

Moreover, on those days when Messrs. Ghandforoush and/or Mace are working both their Partnership job and performing bargaining unit work after the Partnership Work Hours, they: (a) shall be paid the applicable rate set forth in Article IX, Section 9.1 in accordance with Article VIII or Side Letter #2 (as applicable) for the applicable event for those hours worked after the end of the Partnership Work Hours; and (b) shall not be subject to the daily pay and minimum hour provisions in Section 8.2 and Side Letter #2 regardless of whether they perform any bargaining unit work performed during Partnership Work Hours.

Because Messrs. Ghandforoush and Mace receive Paid Time Off benefits in accordance with their position with the Partnership which exceed the requirements of the New York City Earned Sick Time Act, they are ineligible for the paid leave benefits in accordance with Article XV. Messrs. Ghandforoush and Mace may not perform bargaining unit work in accordance with this Agreement on days they take paid time off or another form of leave from the Partnership.

Lastly, and notwithstanding Section 8.3, if an event scheduled to occur immediately following Partnership Work Hours is postponed or cancelled, then Messrs. Ghandforoush and Mace will receive the following compensation at the applicable straight time or overtime rate: (a) five (5) hours if the postponed/cancelled event is a New York Yankees home game (inclusive of shoulder events, if any); (b) three and one-half (3.5) hours if the postponed/cancelled event falls within the “Non-Profit, Charitable and Civic Events” category set forth in Side Letter #2; (c) two (2) hours if the postponed/cancelled event falls within the “Concerts, Corporate Events, and Private Parties” category set forth in Side Letter #2; (d) three and one-half (3.5) hours if the postponed/cancelled event falls within the “Recurring Sporting Events” category set forth in Side

Letter #2; and (e) four (4) hours if the postponed/cancelled event falls within the “Single Event Sporting Events” category set forth in Side Letter #2.

Very truly yours,

Lonn A. Trost

Accepted and agreed:

NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS -
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, CLC

By: /s/ _____
Charles G. Braico
Sector President, NABET-CWA

Date: _____

By: /s/ _____
Louis Marinaro
President, Local 11, NABET-CWA

Date: _____

SIDE LETTER #4

January 1, 2016

Lou Marinaro
President
NABET – CWA 11
145 West 30th Street
12th Floor
New York, NY 10001

Dear Mr. Marinaro:

This letter is to confirm the parties’ understanding of how the second paragraph of Section 8.3 of the Agreement shall be interpreted. For purposes of baseball post-season play (Wild Card, Division, League Championship, World Series, as the case may be); in the event a schedule is posted covering games in a separate post-season series for which the New York Yankees have not yet qualified, as for example the World Series, while the New York Yankees are playing in the American League Championship Series, and in the event 72 hours notice is not given for cancellation of games in that separate series because the New York Yankees fail to qualify for that separate series, Operators shall receive their applicable pay for a maximum of two (2) cancelled dates in that separate series and not the entire separate series (i.e. three (3) games or four (4) games as applicable).

Very truly yours,

Lonn A. Trost

Accepted and agreed:

NATIONAL ASSOCIATION OF BROADCAST
EMPLOYEES AND TECHNICIANS -
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO, CLC

By: /s/
Charles G. Braico
Sector President, NABET-CWA

Date: _____

By: /s/
Louis Marinaro
President, Local 11, NABET-CWA

Date: _____

EXHIBIT A

TO: GREG COLELLO

CC: HUMAN RESOURCES

RE: SICK LEAVE USAGE

DATE: _____

I, _____, hereby verify that I used sick leave on _____ and used sick leave for sick leave purposes as defined in the New York City Earned Sick Time Act.

Operator

4827-7516-2417, v. 1-9022-1617, v. 1