

**Table of Contents**

	<b>Page</b>
Recognition, Jurisdiction, and Application of Agreement.....	1
Union Security.....	2
Management Rights.....	3
Hiring.....	3
Discipline and Discharge .....	4
No Discrimination.....	5
No Strike, No Lock Out .....	5
Stewards .....	6
Access.....	6
Grievance and Arbitration.....	6
Minimum Conditions .....	7
Multiple Events .....	8
Meal Periods.....	9
Rest Periods .....	9
Cancelled Calls.....	10
Parking.....	11
Holidays.....	11
Payment of Wages.....	11
Crafts .....	12
Working out of Classification and Extra Duty .....	17
Safety and Health .....	17
Training and New Technology.....	18
Travel.....	19

Labor/Management Committee .....	20
Health and Welfare.....	20
Severability and Savings .....	21
Entire Agreement .....	21
Term of Agreement .....	21
<i>Appendix A</i> .....	21
<i>Side Letter# 1 – Training Fund</i> .....	23
<i>Side Letter #2 – Sick Leave</i> .....	24
<i>Side Letter #3 – Board Show</i> .....	25
<i>Side Letter #4 – CSN No Strike</i> .....	26
<i>Side Letter #5 – Dispatch Agreement</i> .....	27

This Agreement is made and entered into as of the last date executed below by the parties to the Agreement and shall be deemed effective pursuant to paragraph 29, below. **The parties to the Agreement are MIRA Mobile Television, Inc. (MIRA), and KELLEYCORE d/b/a SAMMCO, Collectively referred to as "Employer" and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists, and Allied Crafts of the United States, Its Territories, and Canada, AFL-CIO, CLC, and its Local 119 / Bay Area Freelance Association (BAFA), all collectively representing employees subject to this Agreement and hereafter referred to as "IATSE" or "Union".**

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

**1.1.** The Employer hereby recognizes IATSE as the sole and exclusive bargaining representative and agent for all freelance employees in the job classifications described below in connection with live broadcasting or recording of events in Northern California.

**1.2. Inclusions:** Technical Director (TD), Audio Mixer (A1), Audio Assistant (A2), Specialty Microphone Operator (A3), Video Controller (V1), Assistant Video Controller (V2), Video Tape Operator (VTR), Digital Disk Recorder Operator (DDR), Camera Operator (Directly or Remotely Operated), Utility Technician, Radar Gun Operator, Graphics Coordinator, Graphics Operator, Stage Manager, Assistant Director (Phone AD, Tape AD), Time Out Coordinator (Red Hat TOC), Score Box Operator, Statistician (Stat), Runners, Trainees and others who are in similar technical crew positions. Such covered individuals are referred to herein as the "employees".

**1.3. Exclusions:** All other persons and categories are excluded, such as mobile unit engineering personnel, maintenance personnel (e.g., Maintenance Engineers), transportation personnel (e.g., Drivers, Driver-Technicians) clerical personnel (e.g., Messengers), management/supervisory personnel (e.g. Unit Managers, Technical Managers), and security personnel.

**1.4.** The Agreement shall be applicable to all employees working in Northern California to perform work on sporting events within the job classifications or categories contained herein. For non-sporting events subject to this Agreement the Employer shall meet and confer with a designated representative of the IATSE to determine rates of pay, working conditions and other conditions specifically related to that event. The wage scales and working condition provisions of this Agreement shall be minimums and employees shall not be precluded from obtaining "better conditions" than those outlined in this Agreement. Any employee enjoying such better conditions shall not have their wages or working conditions reduced as a consequence of this Agreement.

**1.5.** It is understood that the business of MIRA is to provide mobile remote production equipment and/or related services to its client television broadcast/transmission companies pursuant to the request of the client companies. Client companies determine the nature and extent of the labor services. All parties understand that SAMMCO is in the business of acting as a facilitator for assembling the labor necessary for MIRA to

successfully meet its Client company contractual obligations, receiving wage payments from MIRA for the employees working on Client company contracts, generating payroll reports consistent with this Agreement and properly administering the payroll to the employees based on the terms of this agreement, which includes properly withholding all applicable taxes, proper deductions and union dues.

1.6. Listing of the above classifications is not intended to create individual or collective, exclusive jurisdictions, staffing requirements or manning requirements. There is full interchange of duties and cooperation among the crew, and also between the crew and other personnel who are involved in or responsible for the production.

## **2. Union Security**

2.1. Within thirty (30) calendar days of initial hire of any employee covered by this Agreement, SAMMCO shall notify Local 119 of the name, address, social security number, date of hire, classification, dates of employment and gross wages earned by each employee on an ongoing basis. Any employee who is engaged by the Employer within the above-described bargaining unit for a cumulative (may be non-consecutive) total of thirty (30) actual work days within any two consecutive calendar years is required, as a condition of continued employment, to meet the financial obligations of Union membership in Local 119, such amount not to exceed the amount of dues and initiation fees normally required by Local 119 for members. Any employee who fails to comply with the above obligations within two weeks after having received an appropriate written notice of delinquency from the Union (with copy to the Employer) shall be deemed ineligible for future engagements by the Employer. Written Notice of such ineligibility shall be given by the Union to MIRA and SAMMCO, with a copy to the employee.

2.2. The Employer agrees that it will deduct Union dues payments from all wages earned by employees covered by this Agreement. All parties understand and agree that SAMMCO shall be responsible for making the deductions as part of its obligation to administer payroll for the employees. Local 119 shall notify SAMMCO of the percentage of gross wages owed, and will maintain a signed dues deduction authorization form for each employee. Local 119 will make such authorizations available to the Employer effective with the start date of this Agreement, and thereafter on an annual basis. Local 119 will also submit to the Employer, on an ongoing basis, a list of all employees who have chosen to withdraw their authorization of said check-off forms.

2.3. The foregoing obligations are to be interpreted and applied consistent with applicable law. IATSE Local 119 shall indemnify and hold harmless against any claims or liability arising from the Employer's compliance with any request to terminate an employee pursuant to paragraph (A) above. IATSE shall also indemnify and hold MIRA harmless against any claims or liability arising from the Employer's obligation to deduct union dues from employees' wages based on the information from IATSE in SAMMCO's possession at the time SAMMCO makes the payroll deduction.

2.4. The Employer may not subcontract with third parties for the performance of work within the scope of this Agreement unless, the Employer and Union determine that insufficient qualified freelancers are available in the market, or special skills or equipment is needed and cannot be supplied by the Employer. Thirty (30) days prior to implementing

substantive changes in past practices with respect to staffing/manning requirements or to subcontracting the Employer shall give notice of such intended changes and the opportunity to discuss the situation with IATSE prior to implementation. The requirements of this paragraph are not applicable to subcontracting caused by equipment limitations.

### **3. Management Rights**

**3.1** The Union recognizes the Employer's inherent and traditional right to manage their business, to direct the work force needed to adequately and properly staff the client company contracts, and to establish and modify the terms and conditions of the employee's employment, except as such right is expressly limited by specific provisions of this Agreement. The exercise of these management rights is vested exclusively with the Employer in order to satisfy their individual business obligations as those obligations relate to this Agreement. All matters not specifically and expressly controlled by language of this Agreement may be administered for its duration by the Employer in accordance with such policy or procedure as MIRA and SAMMCO from time to time may determine is applicable to their own individual business needs.

**3.2** Specifically, and without limiting the generality of the foregoing, the Employer has the sole exclusive right:

**3.2.1** To hire, suspend, transfer, promote, demote and discipline employees and to maintain and improve their discipline and efficiency;

**3.2.2** To lay-off, terminate, or otherwise relieve employees from duty;

**3.2.3** To eliminate, change or consolidate jobs;

**3.2.4** To install new jobs;

**3.2.5** To direct the method and process of doing work, and to introduce new and improved work methods or equipment;

**3.2.6** To determine the location where work is to be performed;

**3.2.7** To determine the starting and quitting times, the time for lunch and rest breaks, the number of hours to be worked, and the workweek;

**3.2.8** To make and modify rules and regulations that the Employer deems necessary for the conduct of its business and to require their observance.

### **4. Hiring**

**4.1.** To the extent that the Employer is in need of qualified persons to perform work covered by this Agreement, it will give preference of employment to employees registered for work with the Union.

**4.2.** The Union shall maintain a hire list based on fair and equal criteria applied uniformly to each registrant.

4.3. The Employer and the Union agree that qualified, experienced personnel shall staff all positions, unless training arrangements have been made in advance.

4.4. In the event the client company makes a specific request for an individual, that individual shall be (if available) dispatched to that job regardless of the employee's position on the hire list.

4.5 If a person is moved within or removed from a Client/Employers' request list, the employee shall be notified of such change within ten days from the receipt of such list. The Employer shall notify all client companies that all requests for assignment of specific employees shall be sent to the Employer and the Union's Business Agent, or designee, in writing. The Union's Business Agent or designee shall contact the effected employee of any substantive change as it relates to a change in placement on a client/employer request list.

4.6. Any employee filling a position, for a NCAA division 1 event or above, in which they were called by name, shall be paid not less than the highest contract scale for that position.

4.7 Employees who are hired and transported into the jurisdiction covered by this Agreement by a visiting production, as part of their core crew, shall not be required to be listed on the Local 119's Preference of Employment list and shall not be considered non-compliant hires.

4.8. The Union agrees that it is and will continue to be an open union and that it will keep its membership roles open and will admit to membership all eligible employees engaged by the Employer. The Union agrees not to impose any fees in excess of the maximum fees required of members of the Union upon eligible employees of the Employer who wish to join the Union or wish to be represented by the Union.

4.9. If an employee has been offered an event to work and the employee confirms that assignment, the employee may not cancel unless a mutually satisfactory replacement is found. It is the responsibility of the employee to find the replacement. This article shall not apply to cancellations due to medical or other emergency. If the Employer agrees to accept responsibility for the substitution, no further action is required on behalf of the employee.

## **5. Discipline and Discharge**

5.1 Employees are subject to the Employer Policies outlined in either the SAMMCO Employee Standards and Practices Manual, or MIRA's employee handbooks where applicable and to the extent one exists. A copy of such handbooks will be published and distributed to each employee covered by this agreement.

5.2 The Employer maintains the right to make and modify (through the Labor Management Committee) reasonable work and conduct rules and require their observance.

**5.3** Employees may be disciplined, up to and including suspension of duties. The Employer shall send a “Notice of Discipline Letter” to the Union for infraction of the Employer’s rules including, but not limited to the following:

- Abusive or inappropriate behavior to include harassment
- Not working effectively with other crew members
- Not working effectively with Employer client representatives
- Excessive cancellation (outside of stated policy)
- Failure to arrive on time and ready to work

**5.4** Employees may be terminated by the Employer by sending a “Do Not Dispatch Letter” to the Union for serious or repeated infractions of the applicable Employer’s rules including but not limited to the following:

- Violation of the Employer’s Drug and Alcohol Policy
- Violent or abusive behavior to include harassment
- Excessive Tardiness
- Stealing or Theft of any kind
- Willful destruction of property
- Revocation of the individual’s facility credential (for that building only)
- Not performing work as assigned.

**5.5** The Union agrees that the issuance of “Do Not Dispatch” and/or “Notice of Discipline” letter remains within the discretion of MIRA or SAMMCO’s as the specific basis for the letter dictates. However, no employee shall be disciplined or discharged without just cause. Prior to issuance of either letter referred to above; the applicable Employer will have a minimum of one meeting with the employee to discuss job performance concerns. The employee shall have the right to have a Union Representative present at such meeting.

**6. No Discrimination**

**6.1** The Employer and IATSE agree that in applying the terms of this Agreement there will be no unlawful discrimination based upon race, color, religion, gender, sexual orientation, age, national origin, or other protected status as a matter of state, federal or local law.

**7. No Strike, No Lock Out**

**7.1** During the term of this Agreement, there shall be no strikes by the Union, or Lockout of employees by the Employer. It shall be understood by and between all parties to this Agreement that the refusal by an employee to cross a lawful picket line sanctioned by the IATSE International President shall not constitute a cancellation as defined by Section 4.9 of this Agreement and shall not be cause for discipline under this Agreement.

## **8. Stewards**

**8.1** The Union may appoint one Steward for each production. No Steward shall be subject to penalty, discipline, layoff, or discharge for any act in the performance of his/her duties as Steward and acting by the authority of the Union, provided he/she continues to perform his/her job responsibilities in an acceptable manner.

## **9. Access**

**9.1** Representatives of the Union shall be permitted reasonable access to all sites where persons covered by this Agreement are performing services. The Employer is not responsible for restricted admittance policies, but will use its best efforts to assist Union Representatives to obtain access.

## **10. Grievance and Arbitration**

**10.1.** In the event that the IATSE or the Employer contends that a provision of this Agreement has been violated, the following procedures shall be applicable:

**10.1.1.** Within ten (10) business days of the time the party bringing the grievance forward knew (or reasonably should have known) of the event giving rise to the grievance, the grieving party must give written notice to the other party of the claim.

**10.1.2** A representative of the IATSE and a designated representative of MIRA, SAMMCO, or both as is applicable to the specific grievance, shall, within ten (10) business days after service of notice of the claim, meet and discuss the matter and attempt to effect a settlement of said controversy or dispute. Any agreement arrived at by such representatives shall be final and binding on those parties.

**10.1.3** In the event that such controversy or dispute is not settled by the parties within twenty (20) working days after the notice is given pursuant to paragraph (1) above, or within ten business days after any meeting referred to in paragraph (2) above, then such controversy or dispute may be submitted to arbitration. The demand for arbitration must be made in writing no later than forty (40) business days after written notice referred to in paragraph (1) above. Each party shall bear half the cost of the arbitrator's fees and expenses.

**10.1.4** Unless the parties have otherwise agreed upon an arbitrator, the arbitrator shall be selected from a list obtained from the American Arbitration Association by alternate striking of names, with the Union going first.

**10.2.** Processing a claim or discussing its merits shall not be considered a waiver of a defense that the matter is not subject to arbitration under this Agreement, or that it should be denied for reasons which do not go to the merits.

**10.3.** The arbitrator shall have no power to modify, add to, or subtract from the terms of this Agreement, but shall only determine whether the Agreement has been violated in the manner alleged in the grievance, and, if so, what the remedy should be within the meaning of the Agreement.

10.4. The applicable employer party is not bound by any past practices or understandings except to the extent such past practices or understandings are specifically stated in this Agreement. Past practice may be used in interpreting or applying an express term of this Agreement, but shall not be used to add or modify the express terms of the Agreement.

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

10.6. The grievance and arbitration procedure is to be the sole and exclusive remedy for any claim or controversy arising out of this Agreement between parties and their members or employees.

10.7. If a grievance is not processed at any stage in accordance with stated time limits, it shall be deemed withdrawn. All time limits are subject to extension, but only by mutual written agreement.

## 11. Minimum Conditions

11.1. **Wages:** The minimum wage rates shall be as outlined in "APPENDIX A"

11.2. **Work Day:** A regular work day shall be computed by totaling the number of hours between the times an employee reports to work and the time the employee is dismissed by the Employer representative on site at the end of such work day, including meal periods.

11.3. **Performance Period:** The performance period shall consist of a period of four (4) hours beginning at the scheduled broadcast or actual broadcast time, whichever is earlier. It shall end when the broadcast goes "off air". If this period exceeds the four (4) hour window employees shall be compensated a premium equal to his/her straight time hourly rate until the end of the broadcast. Time shall be counted in one half (1/2) hour increments. Broadcast shall constitute both traditional methods and any other new form of transmission including the internet. The Employer shall not use this provision to break part of the crew. Time shall be counted in one half (1/2) hour increments. A full one (1) hour meal period shall reset the performance window.

11.4. **10-hour minimum call:** All employees reporting to work shall be guaranteed at least ten hours of paid work.

11.5. **Work Week:** The work week is currently defined as Monday through Sunday. The work week may be amended from time to time, not to exceed two times per calendar year, upon a thirty day notification to the Union. If any party wishes to discuss this provision, such meeting will occur within the thirty day notification period.

## **11.6. Overtime:**

**11.6.1.** Employees shall receive overtime of one and one-half (1 1/2) times their regular rate for all actual work in excess of eight (8) hours in any work day (does not include paid meal period) or any actual hours worked in excess of forty (40) straight time hours in any work week.

**11.6.2.** Employees shall receive overtime of two (2) times their regular rate for all actual work in excess of twelve (12) elapsed hours from his/her "in time" on any workday or for all hours worked in excess of ten (10) on the 7<sup>th</sup> consecutive day in a work week.

**11.7. Replacing Employees:** If an employee has a confirmed assignment the employee shall not be replaced nor have his/her call time changed, (unless otherwise agreed to in this document) to avoid the payment of premiums or penalties.

**11.8. Pyramiding of Overtime:** It is specifically understood that there shall be no pyramiding of overtime pay made under any provisions of this Agreement.

**11.9. Sign In/Sign Out:** The parties agree to research technologies to enable accurate recording of employee in and out times. Such technology will be implemented by mutual agreement of the parties. Cost of agreed upon technology will be the shared financial responsibility of MIRA and SAMMCO.

**11.10** All overtime, premiums and penalties must be pre-approved by an Employer Representative or Designee on site, before overtime, premiums or penalties are incurred.

## **12. Multiple Events:**

**12.1** From time to time, because of the diverse nature of production done under this section, the Employer and the Union, by mutual consent, may modify the requirements of this section. Any Employee booked under a modification of this Section shall be notified at the time of booking of such "special" or modified provision.

**12.2.** Employees scheduled a Multiple Event for two different customer clients or rights holders under this Agreement shall be paid two (2) ten (10) hour minimum calls

**12.3.** A Multiple Event that requires the patron to purchase two separate admissions shall be paid as two (2) minimum calls regardless of the client.

**12.4.** Production Employees: except Tape ADs, Graphics, and Graphics Coordinators, all employees covered by this Agreement and working an event shall be compensated for each separate event regardless of the client.

**12.5.** Employees who are engaged for two (2) separate events in the same day shall be paid at least two (2) minimum calls.

12.6. A nutritionally balanced meal shall be provided for those employees unable to take a break.

**13. Meal Periods:**

13.1. All 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 workday as possible.

13.2. All employees first meal break shall be within six (6) elapsed hours from his/her "in" time, or return to work from a previous meal period. If a meal break is not given by the sixth (6th) hour the employee shall be paid one (1) hour at their time and one-half (1 ½) rate.

13.3. Meal periods shall begin and end at the truck compound or other designated gathering location for an event covered by this Agreement.

13.4. In the event that the Employer elects to cater meals on site, the meals will be nutritionally balanced and appropriate to the time of day. The Employer will arrange for food to be served in a comfortable space that is out of the weather.

13.5. In the event that the Employer does not elect to cater meals on site, and restaurant facilities are remote, crewmembers shall be given an extended meal period for travel. Crewmembers may take an off-site meal break.

13.6. If an employee works six (6) hours from his/her return to work from the first (1<sup>st</sup>) meal, in addition to premium pay, a second one (1) hour meal break shall be due.

13.7. If at the time a second meal is due, the crew is engaged in the wrap of the show, or within 30 minutes of being dismissed for the day, the second meal shall be waived and employees shall be compensated for an extra 30 minutes at their prevailing wage.

**14. Rest Periods:**

14.1. All employees shall be granted at least two (2) 10-minute breaks plus a meal break during a ten-hour shift.

14.2. There shall be a 10-minute rest period as close to the mid-point in the set up period as possible. The second break shall come at the end of the broadcast period, before the tear down begins.

14.3. Employees shall be given ten (10) continuous hours off between the time of dismissal and reporting for the next day's work, if both shifts are for the same client/rights-holder. If the client/rights-holder is different, all attempts shall be made to give ten (10) continuous hours off between shifts, but no penalty shall be due. This rule shall apply to employees traveling from one assignment to another, unless early travel is at the employee's request and later arrangements are available. If less than ten (10) hours in between calls are given the employee and the Employer shall mutually agree to one of the following

remedies:

**14.3.1.** A premium of one and one half (1 1/2) times the employee's base hourly rate shall be paid for hours invading the ten (10) hour rest break.

**14.3.2.** The Employer shall provide single rooms in nearby housing.

**14.3.3.** Transportation to or from home, the event location, or the airport.

**14.3.4.** The Employer can give an adjusted call time. The adjusted call time will also count as the employee's "in" time for the day.

**14.4.** Employees that must travel after working shall be given adequate time and appropriate facilities in which to clean up before traveling whenever practical to do so.

**15. Canceled Calls:**

**15.1.** If the Employer cancels an assignment of a previously booked employee due to an entire event or broadcast of a show being canceled, he/she shall be compensated on the same basis as the Employer's cancellation policy as stated in its vendor contract, to the extent the Employer can collect from the client after making good faith attempts to do so. The Employer will produce a copy of the contract cancellation clause of its agreement for any event in question.

If the entire event is not canceled, the employee shall be compensated one half (1/2) of his/her day rate for less than 3 calendar day's notice, and a full day rate for less than 2 calendar day's notice. In order to allow for SAMMCO to notify cancelled crew members in a timely manner, cancelled show notification needs to be received by SAMMCO via direct phone call with email back up by 2:00pm pt on the day prior to cancellation pay going into effect. If the employer offers the employee another job during that same time period, no additional fee shall be due as long as the job compensation and circumstances relating to that job are equal to the cancelled call.

Example: If a show is on Saturday: Cancelled on Wednesday by 2:00pm pt, no cost to client. Thursday by 2:00pm pt, 1/2 pay for crew member cancelled. Friday & Saturday full pay for crew member cancelled

Employees who are engaged for post season "if necessary" games, shall be notified of such status when booked. Employees may be canceled from such events inside the cancellation compensation window without additional compensation if the game becomes "unnecessary" and is not played.

**15.2. Force Majeure.** In the event that operations are temporarily curtailed in whole or in part as a result of a force majeure, 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 the client contract or make it impossible to continue operations.

**16. Parking:**

16.1. Employee parking shall be arranged for all events.

16.2. If an employee must pay for securing such parking, the maximum fee shall be arranged ahead of time.

16.3. The Employer agrees to pay the cost of parking at the Employees' Lot for all events held at the venue now known as AT&T Park.

16.4. Receipts for parking must be submitted within thirty (30) days of the actual event for reimbursement. No reimbursement will be honored if the employee fails to submit a parking receipt within ninety (90) days of the actual event. Receipt must be accompanied by documentation of the name of the employee, date of the event, the client worked for and the total amount paid. The Employer shall not be obligated to pay for any parking without a receipt and the necessary documentation.

16.5. Where parking is located in remote locations the Employer shall provide for the security of freelancers traveling to and from their vehicles.

16.6. When an employee has accepted a package of events, parking passes and credentials will be issued ahead of time for those events when possible. To insure that all crewmembers are afforded access to parking and ingress to the work site, credentials or crew lists are to be made available to security personnel at parking entrances and/or site entrances.

**17. Holidays:**

17.1 The following shall be deemed holidays, irrespective of the day of the week on which the holiday may fall: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas. Christmas and New Year's Holiday shall start at 6 p.m. the day proceeding the holiday and end on midnight at the end of the actual holiday.

17.2 If an employee is engaged to work or travel on any of the holidays listed above, the employee will be compensated at the rate of one and one-half (1 1/2) times his/her applicable rate of pay for the daily guarantee. Employees shall be paid two (2) times their base rate of pay for all hours worked in excess of the minimum guarantee.

**18. Payment of Wages:**

18.1 The parties to this Agreement understand and agree that both MIRA and SAMMCO are employers. Each employer has a separate and distinct function in the broadcasting industry and each has agreed to be an Employer under this agreement in order to facilitate the use of a single labor pool. Under this Agreement, except where expressly authorized otherwise, the parties understand and agree that MIRA forwards all gross wages earned by employees to SAMMCO. Upon receipt of the gross wages from MIRA, SAMMCO shall be responsible for all payroll activities including providing to each employee a detailed payroll receipt that includes benefits wages and all applicable

withholdings for that pay period. Employees shall be paid no less than twice monthly. Employees shall be paid no less than twice monthly "as follows: Work performed by employees between the 1st and 15th, inclusive, of each calendar month, shall be paid the 15th of the following month. Work performed by employees between the 16th and last day, inclusive, of each month, shall be paid by the last day of the following month."

**18.2** All parties understand and agree that MIRA shall be responsible for payment of all gross wages earned under this Agreement until those gross wages are passed to SAMMCO. Once the gross wages earned under this Agreement are passed to SAMMCO, employees and their union shall look exclusively to SAMMCO for payment of unpaid wages, penalties, fees and any liability arising out of SAMMCO's payroll practices or failure to pay earned wages.

**19. Crafts:**

**19.1. Technical Directors**

**19.1.1.** The base rate for a Technical Director shall include operation of a switcher, still store, DVE's for replay and/or clock positions.

**19.1.2.** If during the life of the contract new technology or equipment are added, the TD Peer Review Committee shall meet with the MIRA to determine if any additional compensation is warranted

**19.2. Video Controller**

**19.2.1. Definitions:**

**19.2.1.1.** A "manned" camera is a camera that is pointed, moved, zoomed or focused by an operator either by manual or robotic means during a production. For the purpose of the "manned" camera count, the number of robotic camera operators shall be used to determine the number of "manned" robotic cameras.

**19.2.1.2.** A "booth/scoreboard" camera is a camera that's used for the exclusive purposes of shooting talent in an announce booth environment, graphics in an announce booth, and may also be used to shoot a scoreboard or clock when it is not shooting announce talent.

**19.2.1.3.** A "clock camera" is a camera that's sole use during a production is to shoot a clock or scoreboard.

**19.2.1.4.** A "POV" camera is an unmanned camera that doesn't move after its initial set-up and shoots anything other than a clock or scoreboard.

**19.2.2. Base Rate:**

**19.2.2.1.** Video Operator's will shade/paint, etc., up to 6 manned cameras, a booth camera, and up to 2 clock cameras.

### **19.2.3. Additional Charges:**

**19.2.3.1.** A Video Operator shall be compensated an additional \$46.24 (2015 - \$47.16, 2016 - \$ 48.10) per camera for manipulating / shading, etc. more than 6 cameras, whether they be manned or POV type cameras.

**19.2.3.2.** If a Robotic Camera Operator is operating 2 cameras, only one shall count as manned. The second shall be considered a "POV".

**19.2.3.3.** Video Operators will not count clock or booth cameras in the total amount of cameras under their control nor charge extra for them.

**19.2.3.4.** If a show has more than eight (8) manned cameras, there shall be a qualified second Video Operator hired. If a qualified second Video Operator is hired the additional charges for extra cameras are voided.

**19.2.3.5.** If more than two (2), 10 way coax mults and 8 triax cables (i.e. 1 truck to truck mult, 1 truck to facility I/O mult, 7 cameras and a spare) are used, or if the cable must be flown over trucks or other obstacles, a dedicated Utility Worker shall be engaged. If a 2<sup>nd</sup> video person has been engaged, there will not be a need to hire an additional dedicated Utility Worker.

### **19.3. Audio:**

**19.3.1. At least 2 Audio Assistants shall be engaged for a production under any of the following conditions;**

1. On productions utilizing RF audio equipment, one (1) Audio Assistant shall be R.F. equipment qualified.

2. On a show where there are 2 or more "on camera" positions used at the same time, the company shall engage at least two Assistant Audio Technicians. Where a show utilizes more than 2 on camera locations, other than a standard booth, with a location being defined as maximum 2 microphones, 2 IFB's and 1 PL, shall engage at least two Assistant Audio Technicians

**19.3.2.** Specialty Microphone Operators shall report to work 4 hours before airtime and be released at the end of the day by the A-1.

**19.3.3.** Audio Assistants shall not be asked to perform the duties of the Stage Manager, or operate cameras

**19.3.4.** The crew call for Audio Department shall be a minimum of six (6) hours before air time, except on lay over days. This requirement may be waived if agreement is reached beforehand with the A1 on the production and the Union's Business Agent.

**19.4. Camera:**

**19.4.1.** An additional \$ 99.09 (2015 -\$101.07, 2016 - \$103.10) shall be paid for camera operation in any E.F.P. /E.N.G. shoot at a remote site

**19.4.2.** An additional \$6.63 (2015 - \$6.81, 2016 - \$7.02) per hour shall be paid for operating a hand held camera. If an employee is asked to operate more than twenty (20) minutes in a shift the employee shall receive this premium pay for all hours worked.

**19.4.3.** Each Hand Held Operator will have an Employer engaged Utility Worker assigned to them, except when the handheld camera is in a location that it cannot move during the event

**19.4.4** RF Handheld Camera Operators shall receive the ENG/EFP rate addition, no additional increase for hand held operation shall be due.

**19.4.5** Ultra-Mo Camera Operators shall receive an additional \$3.03 per hour (2015 - \$3.09, 2016 - \$3.15).

**19.5. Robotic Cameras:**

**19.5.1.** Robotic Camera Operators shall receive a call time six (6) hours before air time, with the exception of lay over dates. This requirement may be changed with agreement beforehand of the robotic camera operator on the production and the Union's Business Agent.

**19.5.2.** Venues that require extensive rigging and cable runs require a set-up day.

**19.5.3.** Robotic Camera Operators shall not be required to operate more than two cameras at any one time.

**19.5.4.** Robotic Camera Operators are not responsible for setting up POV or clock cameras and shall not be required to run other cameras.

**19.6. Capture and playback:**

**19.6.1.** An additional \$66.01 (2015- \$ 67.33, 2016 - \$68.68) shall be paid for operating each additional videotape machine that requires attention during the show.

**19.6.2.** Operators shall not be assigned to run more than 2 machines for replay purposes or commercial playback at any time. This can include one extra machine for the purpose of "hot load", running billboards, promos and backgrounds at no additional charge, not to be used for editing or recording during the shift.

**19.6.3.** Tape machines and DDR or equivalent equipment shall be installed in the truck or "out boarded" before the start of the crew call.

**19.6.4.** .VTR operator engaged in the operation of a second controller to control

an "Ultra-Mo" or equivalent system shall be paid an additional \$3.03 per hour (2015 - \$3.09, 2016 - \$3.15) for operation of the second controller. This does not preclude said VTR operator from controlling a second output channel and receiving the additional VTR premium mentioned in 19.6.1.

**19.6.5.** VCRs, Digital Recording Devices, DVC Pro Decks, DVDs, Laptop editors, or comparable equipment, are all considered Tape or DDR machines. These machines can be used as a straight playback or recording devices. Using them for isolation record and play back shall constitute an on-air machine.

**19.6.6.** The EVS LSM R/O, MaxS (and comparable DDR equipment) will be operated as a two input/two output replay device, compensated at the same rate as a tape operator with the extra machine premium.

**19.6.7.** The MaxS (or equivalent equipment) operator(s) will not be required to build any playlists or packages. Clip management will be limited to that required to archive plays during the event, or to feed clips to another DDR device.

**19.6.8.** If the EVS LSM R/O, MaxS system is upgraded at a future date, incorporating playlist software (other than that used to melt all clips at the end of an event), the operator would be compensated at the higher DDR rate.

**19.6.9.** Other than to reasonable load pre-game and melt post-game footage, A DDR Operator will not be required to hot operate a tape machine. Client production personnel may operate record and playback devices to assist pre and post-game, but will not operate recording/playback equipment during a telecast.

**19.7. Digital Disk Recorder:**

**19.7.1.** 2 channel DDR – 1 specific equipment qualified operator

**19.7.2.** 4 channel DDR – 1 specific equipment qualified operator

**19.7.3.** 6 channel DDR – 2 specific equipment qualified operators

**19.7.5.** Client may use one (1) six channel DDR per show with one (1) DDR operator. If a six channel DDR is used with one operator that show is also required to hire a second Videotape/DDR operator. An additional \$66.01 (2015- \$67.33, 2016 - \$68.68) shall be paid for operating a six-channel DDR.

**19.8. Graphics:**

**19.8.1.** If no Graphic Coordinator is hired, the operator shall be compensated an additional \$128.27 (2015 - \$130.83, 2016 - \$133.45).

**19.8.2.** An additional fee applies for extra design work, animation, font creation on the truck (on site). Approval for this charge must be arranged with the company before billing the client.

**19.8.3.** If during the life of the contract new graphic related technology or equipment are added to a live show the Graphic Operator and or the Graphic coordinators peer review committee shall meet with the Employers to determine if any additional compensation is warranted.

**19.8.4.** Every attempt shall be made to notify Graphics Operators at time of booking by the crewing service when there isn't going to be a Graphics Coordinator for a show.

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

**19.8.6 Score box Operator;** If the score box is used as the sole graphic device on a production (i.e. - no other graphic device being used on-air), and is being utilized to perform functions more extensive than those customary for the score box, the operator will then be compensated at the graphics operator rate.

**19.8.7** A Score Box Operator shall not be required to download or update information for a client company other than one the operator is dispatched to work for.

**19.8.8 Score Box Operator;** Employees working in this classification shall be guaranteed ten hours of pay at the base hourly rate as stated in Appendix A. The call time shall be set at three (3) hours before the game/event start time. Any employee called to work before three hours shall be paid at time and one half (1 ½ x) the employee's base hourly wage until three (3) hours before the game/event start time.

**19.9. Production:**

**19.9.1. Phone Assistant Director:** Employees working in this job classification shall be guaranteed ten hours of pay based on the rates as stated in Appendix A. the call time shall be set at 3 hours before the game/event start time. Any employee called to work before three hours shall be paid at time and one half (1 ½ x) the employee's hourly wage until three (3) hours before the game/event start time.

**19.9.2. Stage Manager:** Employees working in this classification shall be guaranteed ten hours of pay at the base hourly rate as stated in Appendix A. The call time shall be set at three (3) hours before the game/event start time. Any employee called to work before three hours shall be paid at time and one half (1 ½ x) the employee's base hourly wage until three (3) hours before the game/event start time.

**19.20. Utility:**

**19.20.1.** All hand held camera operators shall be assigned dedicated utility workers engaged by the Employer, except when the handheld is in a location that it cannot move during the event. Utility workers shall be given adequate space to work at each jobsite.

**19.20.2.** Cart camera on football telecasts shall have two utilities assigned to each.

**19.20.3.** Utilities shall be engaged from the earliest crew call to the latest out time. With the exception of lay over dates and earlier truck production calls i.e. (graphics load or tape edit.)

**20. Working Out of Classification and Extra Duty:**

**20.1.** An employee whose call was for a given classification but is then assigned the duties of higher paid classification shall be paid at the rate of the higher paid classification for the entire day, except for operation of the booth or clock cameras for 20 minutes or less in duration. Production employees shall not be used to operate cameras

**20.2.** If for whatever reason the scheduled staffing for an event is reduced, or a piece of equipment fails, placing a burden on another employee to perform extra duties than would be normal and customary for that event, extra compensation shall be negotiated.

**20.3.** Every attempt will be made to determine proper compensation, on site prior to job performance.

**21. Safety and Health:**

**21.1.** The Employer recognizes the need to provide employees a safe and healthy working environment. If safety gear is required for an assignment, the Employer is obligated to provide such gear.

**21.2.** The Employer will provide a representative on site that will have knowledge of the contract client's requirements for the broadcast and will supervise the crew.

**21.3.** If a possible unsafe situation exists or occurs during an event, the potential problem shall immediately be reported to the Employer representative on site and to the union representative on site. The Employer representative will consult with the job steward and shall make any adjustments to hazards that the management representative feels need immediate attention. No employee shall be disciplined or discharged for failure to participate in an activity that exposes the individual to danger.

21.4. An active and authoritative safety committee consisting of at least one (1) member of the Union and at least one (1) MIRA representative shall be established, and shall meet as needed to discuss safety problems. The Safety Committee shall identify representatives of all parties for the purpose of conducting pre and post season safety walk-throughs of facilities. The Employer shall work with the facilities and other stake holders to adjust whatever hazards are identified by the group. The designated union committee member shall not suffer any loss of wages with respect to any meeting involving safety matters. A Committee member will attend each quarterly Labor/Management Committee meeting. The Safety Committee member in attendance will update the Labor/Management Committee on safety proposals, ongoing safety initiatives, and completed safety activities.

21.5. Any employee can inform the safety committee of possible unsafe working conditions. The Committee will investigate and within five (5) workdays, either advise the Employers of any unsafe condition(s), or advise the employee that no unsafe condition exists. If the Employers are advised of an unsafe work condition, the condition will be investigated within five (5) days, and corrected as needed.

21.6. Where access to rest rooms during an event is considered inconvenient, MIRA will provide adequate facilities near the truck location.

21.7. Cool water will be made available at the truck location from the start to the end of the work call.

## **22. Training and New Technology:**

22.1. MIRA and the Union both agree that it is important for employees to continue to advance their skill and abilities. As new technology emerges MIRA's first priority will be to train current freelancers in the new technology.

22.2. Any freelancer currently on the dispatch list can ask for training in a new job category, and receive that training, as time and equipment are available. Training positions will not be added to an event unless; in addition to the trainee, a normal full crew is assigned to the event. If MIRA bills for the trainee's hours, the trainee shall also be paid his/her regular base rate. The Employer and the employee shall mutually agree on compensation to train or supervise training of another employee. For events subject to this Agreement, MIRA shall provide necessary mobile units for at least two (2) days per year for full crew training. Training shall be made available to all new crewmembers.

22.3. The Employer shall contribute \$.07 per hour on all hours worked or paid for by the employer into the Local 119 Training and Work Force Development Fund.

22.4. The Employer and the Union agree that advances in technology require a forum to discuss and resolve issues related to the training of employees covered by this Agreement. To that end, the parties hereby establish a joint training committee. The Committee will research and develop training programs, which are of mutual benefit to the Employer and the Union. The Committee members will be selected on an ad hoc basis and will meet and confer at a time agreeable to both parties. The Training Committee will report to and receive approval for its activities from the Labor/Management Committee. A

Committee member will attend each quarterly Labor/Management Committee meeting. The Training Committee member is attendance will update the Labor/Management Committee on training proposals, on-going training initiatives, completed training activities and status of the training fund.

**23. Travel:**

**23.1.** When employees are asked to report to a distant location, the following shall apply:

**23.1.1.** Cab fare, toll fees, and airport parking, shall be reimbursed at the actual cost to the employee. For stays in excess of five days, employees shall also be reimbursed for actual and reasonable laundry expenses.

**23.1.2.** A per diem of \$52.00 shall be paid to each employee. For international travel the parties will meet and confer.

**23.2.** The expenses listed below shall be billed directly to the Employer. However, in the event that an employee is required to pay the cost out of pocket, the Employer shall reimburse employee upon proper submission of receipts and expense reports. Those cut-off days are currently the 1<sup>st</sup> and the 16<sup>th</sup> of the month. In the event that the Employer has notice of a cost that employee shall pay, the Employer shall be notified with as much advance notice as reasonably possible.

**23.2.1.** The Employer shall pay the cost of single room accommodations. Employees shall not be asked to share sleeping or bath rooms.

**23.2.2.** The cost of rental cars and full insurance coverage unless the Employer has presented to the Union proof of full liability coverage. The vehicle shall be at least full size, 4 door cars, with no more than 3 to a vehicle. (Mini vans – 4 people. 6 passenger vans – 5 people, 8 passenger van – 6 people.)

**23.3.3.** The cost of airfare

**23.3.** Employees traveling by common carrier shall be compensated for five (5) hours at the base hourly rate if time spent traveling to or from a remote location does not exceed four (4) hours. If time spent traveling exceeds four (4) hours he/she shall be compensated at the base hourly rate for ten (10) hours. Travel time shall start one (1) hour prior to scheduled departure for domestic flights. If the employee is engaged to travel and work the same day the over time will begin at the tenth (10<sup>th</sup>) hour including travel time.

**23.4.** Employees will not be asked to use their own personal transportation to transport MIRA equipment. MIRA will provide all transportation necessary to move equipment. Employees who use their personal transportation will receive payment for mileage equal to the maximum allowed by the IRS, as adjusted from time to time.

23.5. Travel time will be paid for traveling from San Jose to Sacramento at four (4) hours their base rate for the round trip. From San Francisco to Sacramento at three (3) hours their base rate for the round trip. The same travel times will apply if traveling from Sacramento to San Jose and / or San Francisco.

23.6. When an employee is working at a distant location and staying in an Employer provided hotel, the employee's in and out time for that day shall be the hotel departure and arrival time if the travel time to and from the site is more than one half (½) hour.

24. **Labor/Management Committee:**

24.1 A Labor/Management Committee shall be established, with an equal number of representatives from each side. The committee shall meet at least quarterly to discuss issues brought before it. Any member of the committee can submit issues for committee consideration. A Representative from both the Safety and Training Committees will attend each quarterly Labor/Management meeting. The Labor/Management Committee will have oversight of the Training Committee. The Safety Committee member will provide an update of their activities.

25. **Health and Welfare:**

25.1. The Employer agrees to make contributions to the **IATSE National Health and Welfare Fund** on behalf of all employees covered under this Agreement, for all hours worked or paid by employer on the following basis:

Effective April 1, 2014, \$7.16 per hour  
Effective April 1, 2015, \$7.56 per hour  
Effective April 1, 2016, \$7.96 per hour

25.2. The Employer shall contribute five percent (5%) of gross wages to the IATSE National Annuity Fund on behalf of all employees covered under this Agreement.

25.3. In addition to the mandatory uniform contribution for all eligible employees, each such employee may elect to defer part of his/her salary, subject to statutory limitations and the rules of the Annuity Fund, and the Employer shall transmit those salary deferrals to the Annuity Fund by the 10th day or each month following the end of the month in which the covered services were performed.

25.4. The Employer agrees to participate in the **IATSE National Defined Pension Fund** on behalf of all employees covered under this Agreement at the rate below.

Effective April 1, 2014, \$12.50 per day  
Effective April 1, 2015, \$13.00 per day  
Effective April 1, 2016, \$13.50 per day

**25.5.** Contributions shall be made by separate check to the “**IATSE Health and Welfare Fund**” the “**IATSE Annuity Fund**” and “**IATSE Defined Pension Plan**” no later than the 10<sup>th</sup> of each month with respect to all employment during preceding month on which contributions were payable. In conjunction with each such payment, the Employer shall submit a remittance report showing the names of the employees for whom contributions are being made, their social security numbers, their dates of employment, gross wages earned, shifts of employment by them, as well as the amount of contributions paid for each employee.

**25.6.** The Employer will sign any documents needed to fully effectuate this Agreement.

**26. Severability and Savings:**

**26.1** If any clause of this Agreement shall be determined to be illegal by a court or other tribunal of competent jurisdiction, the rest of the Agreement shall not thereby fail or be rendered null and void and severed from this Agreement.

**27. Entire Agreement:**

**27.1** This Agreement is intended to cover all matters affecting wages, hours and other terms and conditions of employment and all similar or related subjects. During the term of this Agreement neither the Employer nor the Union will be required to negotiate any further matters affecting these or affecting any other subjects not specifically set forth in this Agreement, whether or not such subjects were discussed or were within contemplation of either or both parties at the time they negotiated this Agreement. There are no understandings or agreements which are not set forth in this Agreement, and any future understandings or agreements are valid and enforceable only if reduced to writing and signed by authorized representatives of the parties.

**28. Term of Agreement:**

**28.1** This Agreement shall be effective **April 1, 2014** and shall continue including **March 31st, 2017**. Negotiations for amended terms of this Agreement shall begin upon written request of either party, no later than sixty days before the expiration date. In the event that neither party gives such notice, the Agreement shall be deemed renewed without amendment and shall continue from year to year until notice has been served.

Agreed and Accepted

For: MIRA

For: KELLEYCORE d/b/a SAMMCO

By: [Signature]

By: [Signature]

Its: VP

Its: owner

Date: 4/21/14

Date: 4-24-14

For: BAFA / IATSE 119

For: IATSE

By: [Signature]

By: [Signature]

Its: President, IATSE 119

Its: Director, Broadcast

Date: 4-28-2014

Date: 4-14-14

*Appendix A*

Sports Rate

All Stated Rates Are Minimums.

All individual craft premiums to reflect a minimum general wage increase as follows;

Effective April 1, 2014, 2.5%  
Effective April 1, 2015, 2.75%  
Effective April 1, 2016, 3%

All wages reflect a .5% payment on all hours worked or paid for, as paid sick time compensation.

If Sammco is asked to crew technicians for Entertainment or Corporate events where technicians are performing service with other IATSE Locals who hold collective bargaining Agreements for the event or production, the Employer shall pay no less than the established rates in the sister local Agreement. The Union shall provide SAMMCO with the relevant Agreements.

## Sports

2014

2.50%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.16/hr.	Annuity @ 5%	Pension @ \$12.50/day	Total Rate w/ Comp
TD	\$63.37	\$95.05	\$665.34	\$71.60	\$33.27	\$12.50	\$782.70
A-1	\$61.78	\$92.67	\$648.66	\$71.60	\$32.43	\$12.50	\$765.19
A-2	\$37.76	\$56.63	\$396.43	\$71.60	\$19.82	\$12.50	\$500.36
Video	\$48.52	\$72.79	\$509.50	\$71.60	\$25.47	\$12.50	\$619.07
Camera	\$44.25	\$66.37	\$464.62	\$71.60	\$23.23	\$12.50	\$571.95
HH Camera	\$50.88	\$76.32	\$534.25	\$71.60	\$26.71	\$12.50	\$645.06
Camera Ultra Mo	\$47.29	\$70.94	\$496.58	\$71.60	\$24.83	\$12.50	\$605.51
Robo Camera	\$49.30	\$73.95	\$517.68	\$71.60	\$25.88	\$12.50	\$627.66
VTR	\$44.25	\$66.37	\$464.62	\$71.60	\$23.23	\$12.50	\$571.95
VTR Ultra Mo	\$47.29	\$70.94	\$496.58	\$71.60	\$24.83	\$12.50	\$605.51
EVS/DDR	\$56.36	\$84.55	\$591.83	\$71.60	\$29.59	\$12.50	\$705.52
Graphics I	\$48.52	\$72.79	\$509.50	\$71.60	\$25.47	\$12.50	\$619.07
Graphics Coordinator	\$33.87	\$50.80	\$355.59	\$71.60	\$17.78	\$12.50	\$457.47
Phone AD	\$33.98	\$50.97	\$356.78	\$71.60	\$17.84	\$12.50	\$458.72
Tape AD	\$39.06	\$58.59	\$410.16	\$71.60	\$20.51	\$12.50	\$514.77
SM	\$28.68	\$43.02	\$301.13	\$71.60	\$15.06	\$12.50	\$400.29
Graphic II	\$28.68	\$43.02	\$301.13	\$71.60	\$15.06	\$12.50	\$400.29
Stats	\$24.87	\$37.30	\$261.10	\$71.60	\$13.05	\$12.50	\$358.25
Red Hat	\$28.68	\$43.02	\$301.13	\$71.60	\$15.06	\$12.50	\$400.29
Utility	\$24.79	\$37.19	\$260.33	\$71.60	\$13.02	\$12.50	\$357.45
Parab	\$20.22	\$30.33	\$212.34	\$71.60	\$10.62	\$12.50	\$307.06
Runner	\$15.10	\$22.65	\$158.53	\$71.60	\$7.93	\$12.50	\$250.56
Extras	Premium Pay						
		Video	7th Cam	\$46.24	11th Cam	\$231.18	
			8th Cam	\$92.47	12th Cam	\$277.42	
			9th Cam	\$138.71	13th Cam	\$323.66	
			10th Cam	\$184.95	14th Cam	\$369.89	
		6 channel DDR			\$66.01		
		VTRX2			\$66.01	Day	
		ENG			\$99.09	Day	
		no Coordinator			\$128.27	Day	
		Ultra Mo Cam	Hard Cam+\$3.03/hr.		\$47.28	Hourly Rate	
		Ultra Mo VTR	VTR + \$3.03/hr.		\$47.28	Hourly Rate	
		RF Cam	Hard Cam + ENG/day		\$563.71	Day Rate	

## Corporate/Entertainment

2014 2.50%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.16/hr.	Annuity @ 5%	Pension @ \$12.50/day	Total Rate w/ Comp
TD	\$78.14	\$117.20	\$820.43	\$71.60	\$41.02	\$12.50	\$945.55
A-1	\$65.12	\$97.68	\$683.74	\$71.60	\$34.19	\$12.50	\$802.03
A-2	\$51.33	\$77.00	\$538.99	\$71.60	\$26.95	\$12.50	\$650.04
Video	\$65.12	\$97.68	\$683.74	\$71.60	\$34.19	\$12.50	\$802.03
Camera	\$58.60	\$87.90	\$615.29	\$71.60	\$30.76	\$12.50	\$730.16
HH Camera	\$66.89	\$100.34	\$702.36	\$71.60	\$35.12	\$12.50	\$821.58
Robo Camera	\$61.14	\$91.71	\$641.98	\$71.60	\$32.10	\$12.50	\$758.18
VTR	\$58.60	\$87.90	\$615.29	\$71.60	\$30.76	\$12.50	\$730.16
EVS/DDR	\$65.12	\$97.68	\$683.74	\$71.60	\$34.19	\$12.50	\$802.03
Graphics I	\$65.12	\$97.68	\$683.74	\$71.60	\$34.19	\$12.50	\$802.03
Graphics Coordinator	\$45.57	\$68.36	\$478.50	\$71.60	\$23.93	\$12.50	\$586.53
Phone AD	\$39.06	\$58.59	\$410.16	\$71.60	\$20.51	\$12.50	\$514.77
Tape AD	\$65.12	\$97.68	\$683.74	\$71.60	\$34.19	\$12.50	\$802.03
SM	\$45.57	\$68.36	\$478.50	\$71.60	\$23.93	\$12.50	\$586.53
Graphic II	\$35.56	\$53.34	\$373.35	\$71.60	\$18.67	\$12.50	\$476.12
Stats	\$30.83	\$46.25	\$323.74	\$71.60	\$16.19	\$12.50	\$424.02
Red Hat	\$35.56	\$53.34	\$373.35	\$71.60	\$18.67	\$12.50	\$476.12
Utility	\$30.79	\$46.19	\$323.35	\$71.60	\$16.17	\$12.50	\$423.61
Parab	\$25.07	\$37.61	\$263.25	\$71.60	\$13.16	\$12.50	\$360.51
Runner	\$19.54	\$29.30	\$205.13	\$71.60	\$10.26	\$12.50	\$299.49

Sports

2015 2.75%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.56/hr.	Annuity @ 5%	Pension @ \$13.00/day	Total Rate w/ Comp
TD	\$65.11	\$97.66	\$683.63	\$75.60	\$34.18	\$13.00	\$806.42
A-1	\$63.48	\$95.21	\$666.49	\$75.60	\$33.32	\$13.00	\$788.42
A-2	\$37.76	\$56.63	\$396.43	\$75.60	\$19.82	\$13.00	\$504.86
Video	\$49.86	\$74.79	\$523.51	\$75.60	\$26.18	\$13.00	\$638.28
Camera	\$45.47	\$68.20	\$477.39	\$75.60	\$23.87	\$13.00	\$589.86
HH Camera	\$52.28	\$78.42	\$548.94	\$75.60	\$27.45	\$13.00	\$664.99
Camera Ultra Mo	\$48.59	\$72.89	\$510.24	\$75.60	\$25.51	\$13.00	\$624.35
Robo Camera	\$50.66	\$75.99	\$531.91	\$75.60	\$26.60	\$13.00	\$647.11
VTR	\$45.47	\$68.20	\$477.39	\$75.60	\$23.87	\$13.00	\$589.86
VTR Ultra Mo	\$48.59	\$72.89	\$510.24	\$75.60	\$25.51	\$13.00	\$624.35
EVS/DDR	\$57.91	\$86.87	\$608.11	\$75.60	\$30.41	\$13.00	\$727.11
Graphics I	\$49.86	\$74.79	\$523.51	\$75.60	\$26.18	\$13.00	\$638.28
Graphics Coordinator	\$34.80	\$52.20	\$365.37	\$75.60	\$18.27	\$13.00	\$472.24
Phone AD	\$34.91	\$52.37	\$366.59	\$75.60	\$18.33	\$13.00	\$473.52
Tape AD	\$40.14	\$60.21	\$421.44	\$75.60	\$21.07	\$13.00	\$531.11
SM	\$29.47	\$44.20	\$309.42	\$75.60	\$15.47	\$13.00	\$413.49
Graphic II	\$29.47	\$44.20	\$309.42	\$75.60	\$15.47	\$13.00	\$413.49
Stats	\$25.55	\$38.33	\$268.28	\$75.60	\$13.41	\$13.00	\$370.29
Red Hat	\$29.47	\$44.20	\$309.42	\$75.60	\$15.47	\$13.00	\$413.49
Utility	\$24.79	\$37.19	\$260.33	\$75.60	\$13.02	\$13.00	\$361.95
Parab	\$20.78	\$31.17	\$218.18	\$75.60	\$10.91	\$13.00	\$317.69
Runner	\$15.51	\$23.27	\$162.89	\$75.60	\$8.14	\$13.00	\$259.64
Extras	Premium Pay						
		Video	7th Cam	\$47.16	11th Cam	\$235.81	
			8th Cam	\$94.32	12th Cam	\$282.97	
			9th Cam	\$141.48	13th Cam	\$330.13	
			10th Cam	\$188.65	14th Cam	\$377.29	
		6 channel DDR			\$67.33		
		VTRX2			\$67.33	Day	
		ENG			\$101.07	Day	
		no Coordinator			\$130.83	Day	
		Ultra Mo Cam	Hard Cam+\$3.09/hr.		\$48.56	Hourly Rate	
		Ultra Mo VTR	VTR + \$3.09/hr.		\$48.56	Hourly Rate	
		RF Cam	Hard Cam + ENG/day		\$578.47	Day Rate	

## Corporate/Entertainment

2015 2.75%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.56/hr.	Annuity @ 5%	Pension @ \$13.00/day	Total Rate w/ Comp
TD	\$80.28	\$120.43	\$842.99	\$75.60	\$42.15	\$13.00	\$973.74
A-1	\$66.91	\$100.36	\$702.54	\$75.60	\$35.13	\$13.00	\$826.27
A-2	\$51.33	\$77.00	\$538.99	\$75.60	\$26.95	\$13.00	\$654.54
Video	\$66.91	\$100.36	\$702.54	\$75.60	\$35.13	\$13.00	\$826.27
Camera	\$60.21	\$90.32	\$632.21	\$75.60	\$31.61	\$13.00	\$752.42
HH Camera	\$68.73	\$103.10	\$721.68	\$75.60	\$36.08	\$13.00	\$846.36
Robo Camera	\$62.82	\$94.23	\$659.64	\$75.60	\$32.98	\$13.00	\$781.22
VTR	\$60.21	\$90.32	\$632.21	\$75.60	\$31.61	\$13.00	\$752.42
EVS/DDR	\$66.91	\$100.36	\$702.54	\$75.60	\$35.13	\$13.00	\$826.27
Graphics I	\$66.91	\$100.36	\$702.54	\$75.60	\$35.13	\$13.00	\$826.27
Graphics Coordinator	\$46.82	\$70.24	\$491.66	\$75.60	\$24.58	\$13.00	\$604.84
Phone AD	\$40.14	\$60.21	\$421.44	\$75.60	\$21.07	\$13.00	\$531.11
Tape AD	\$66.91	\$100.36	\$702.54	\$75.60	\$35.13	\$13.00	\$826.27
SM	\$46.82	\$70.24	\$491.66	\$75.60	\$24.58	\$13.00	\$604.84
Graphic II	\$36.54	\$54.80	\$383.62	\$75.60	\$19.18	\$13.00	\$491.40
Stats	\$31.68	\$47.52	\$332.64	\$75.60	\$16.63	\$13.00	\$437.87
Red Hat	\$36.54	\$54.80	\$383.62	\$75.60	\$19.18	\$13.00	\$491.40
Utility	\$30.79	\$46.19	\$323.35	\$75.60	\$16.17	\$13.00	\$428.11
Parab	\$25.76	\$38.64	\$270.49	\$75.60	\$13.52	\$13.00	\$372.61
Runner	\$20.07	\$30.11	\$210.77	\$75.60	\$10.54	\$13.00	\$309.91

## Sports

2016

3%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.96/hr.	Annuity @ 5%	Pension @ \$13.50/day	Total Rate w/ Comp
TD	\$67.06	\$100.59	\$704.14	\$79.60	\$35.21	\$13.50	\$832.45
A-1	\$65.38	\$98.07	\$686.49	\$79.60	\$34.32	\$13.50	\$813.91
A-2	\$38.89	\$58.33	\$408.33	\$79.60	\$20.42	\$13.50	\$521.84
Video	\$51.35	\$77.03	\$539.21	\$79.60	\$26.96	\$13.50	\$659.27
Camera	\$46.83	\$70.25	\$491.72	\$79.60	\$24.59	\$13.50	\$609.40
HH Camera	\$53.85	\$80.77	\$565.41	\$79.60	\$28.27	\$13.50	\$686.78
Camera Ultra Mo	\$50.05	\$75.08	\$525.54	\$79.60	\$26.28	\$13.50	\$644.92
Robo Camera	\$52.18	\$78.27	\$547.87	\$79.60	\$27.39	\$13.50	\$668.36
VTR	\$46.83	\$70.25	\$491.72	\$79.60	\$24.59	\$13.50	\$609.40
VTR Ultra Mo	\$50.05	\$75.08	\$525.54	\$79.60	\$26.28	\$13.50	\$644.92
EVS/DDR	\$59.65	\$89.48	\$626.35	\$79.60	\$31.32	\$13.50	\$750.77
Graphics I	\$51.35	\$77.03	\$539.21	\$79.60	\$26.96	\$13.50	\$659.27
Graphics Coordinator	\$35.84	\$53.76	\$376.33	\$79.60	\$18.82	\$13.50	\$488.25
Phone AD	\$35.96	\$53.94	\$377.59	\$79.60	\$18.88	\$13.50	\$489.57
Tape AD	\$41.34	\$62.01	\$434.08	\$79.60	\$21.70	\$13.50	\$548.89
SM	\$30.35	\$45.53	\$318.70	\$79.60	\$15.93	\$13.50	\$427.73
Graphic II	\$30.35	\$45.53	\$318.70	\$79.60	\$15.93	\$13.50	\$427.73
Stats	\$26.32	\$39.48	\$276.33	\$79.60	\$13.82	\$13.50	\$383.24
Red Hat	\$30.35	\$45.53	\$318.70	\$79.60	\$15.93	\$13.50	\$427.73
Utility	\$25.54	\$38.31	\$268.14	\$79.60	\$13.41	\$13.50	\$374.65
Parab	\$21.40	\$32.10	\$224.73	\$79.60	\$11.24	\$13.50	\$329.07
Runner	\$15.98	\$23.97	\$167.78	\$79.60	\$8.39	\$13.50	\$269.27
Extras	Premium Pay						
		Video	7th Cam	\$48.10	11th Cam	\$240.52	
			8th Cam	\$96.21	12th Cam	\$288.63	
			9th Cam	\$144.31	13th Cam	\$336.73	
			10th Cam	\$192.42	14th Cam	\$384.84	
		6 channel DDR			\$68.68		
		VTRX2			\$68.68	Day	
		ENG			\$103.10	Day	
		no Coordinator			\$133.45	Day	
		Ultra Mo Cam	Hard Cam+\$3.15/hr.		\$49.98	hourly rate	
		Ultra Mo VTR	VTR + \$3.15/hr.		\$49.98	hourly rate	
		RF Cam	Hard Cam + ENG/day		\$594.81	Day Rate	

## Corporate/Entertainment

2016 3%

	Hourly Rate	Over Time Rate	Day Rate	H&W @ \$7.96/hr.	Annuity @ 5%	Pension @ \$13.50/day	Total Rate w/ Comp
TD	\$82.69	\$124.04	\$868.28	\$79.60	\$43.41	\$13.50	\$1,004.79
A-1	\$68.92	\$103.37	\$723.62	\$79.60	\$36.18	\$13.50	\$852.90
A-2	\$52.87	\$79.31	\$555.16	\$79.60	\$27.76	\$13.50	\$676.01
Video	\$68.92	\$103.37	\$723.62	\$79.60	\$36.18	\$13.50	\$852.90
Camera	\$62.02	\$93.03	\$651.18	\$79.60	\$32.56	\$13.50	\$776.84
HH Camera	\$70.79	\$106.19	\$743.33	\$79.60	\$37.17	\$13.50	\$873.59
Robo Camera	\$64.71	\$97.06	\$679.43	\$79.60	\$33.97	\$13.50	\$806.50
VTR	\$62.02	\$93.03	\$651.18	\$79.60	\$32.56	\$13.50	\$776.84
EVS/DDR	\$68.92	\$103.37	\$723.62	\$79.60	\$36.18	\$13.50	\$852.90
Graphics I	\$68.92	\$103.37	\$723.62	\$79.60	\$36.18	\$13.50	\$852.90
Graphics Coordinator	\$48.23	\$72.34	\$506.41	\$79.60	\$25.32	\$13.50	\$624.83
Phone AD	\$41.34	\$62.01	\$434.08	\$79.60	\$21.70	\$13.50	\$548.89
Tape AD	\$68.92	\$103.37	\$723.62	\$79.60	\$36.18	\$13.50	\$852.90
SM	\$48.23	\$72.34	\$506.41	\$79.60	\$25.32	\$13.50	\$624.83
Graphic II	\$37.63	\$56.45	\$395.13	\$79.60	\$19.76	\$13.50	\$507.98
Stats	\$32.63	\$48.95	\$342.62	\$79.60	\$17.13	\$13.50	\$452.85
Red Hat	\$37.63	\$56.45	\$395.13	\$79.60	\$19.76	\$13.50	\$507.98
Utility	\$31.72	\$47.58	\$333.05	\$79.60	\$16.65	\$13.50	\$442.80
Parab	\$26.53	\$39.80	\$278.60	\$79.60	\$13.93	\$13.50	\$385.64
Runner	\$20.68	\$31.01	\$217.10	\$79.60	\$10.85	\$13.50	\$321.05

Appendix C

Side letter #1

The parties have jointly agreed to establish a workforce development and training fund. MIRA shall have two permanent seats on the committee. MIRA shall not be required to contribute the hourly contribution of \$.07 for any hours. They shall instead contribute both time to the committee and equipment as outlined in the body of the agreement. This does not prohibit them from contributing financially to individual training or development initiatives on a case by case basis as a permanent member of the committee.

Agreed and accepted

For: MIRA

For: KELLEYCORE, d/b/a SAMMCO

By: [Signature]

By: [Signature]

Its: VA & GA

Its: owner

Date: 4/21/14

Date: 4-24-14

For: BAFA / IATSE 119

For: IATSE

By: [Signature]

By: [Signature]

Its: President IATSE 119

Its: Director, Broadcast

Date: 4-7-14

Date: 4-14-14

Appendix D

Side Letter #2

**Waiver of San Francisco Paid Sick Leave Ordinance**

The parties have fairly bargained over the issue of leave, and to the fullest extent permitted, this agreement shall operate to waive any provisions of the San Francisco Paid Sick Leave Ordinance, San Francisco Administrative Code Section 12W, and shall supersede and be considered to have fulfilled all requirements of said Ordinance as presently written, and or amended during the life of this Agreement

Agreed and Accepted

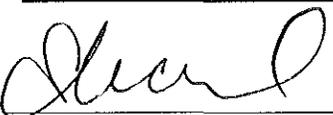
For: **MIRA**

By: 

Its: VP & GM

Date: 4/21/14

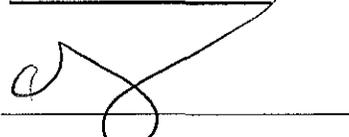
For: **KELLEYCORE, d/b/a, SAMMCO**

By: 

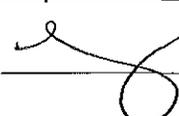
Its: owner

Date: 4-24-14

For: **BAFA / IATSE 119**

By: 

Its: President IATSE 119

Date:  4-28-2014

For: **IATSE**

By: 

Its: Director, Broadcast

Date: 4-14-14

Side letter #3

**Board show employment**

Board Shows – Daily minimum calls for workers hired through SAMMCO to work in house (not for broadcast outside of the arena) closed circuit programs at the major sports venues. This program will not be recorded for broadcast at a later date, but will be for viewing of the spectators in the building.

Minimum call: 6 hours.

Minimum rates: See attached

Agreed and accepted;

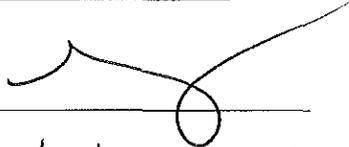
For: **MIRA**

By:   
Its: V.P. G.R.  
Date: 4/21/14

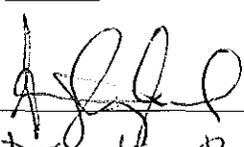
For: **KELLEYCORE, d/b/a, SAMMCO**

By:   
Its: Owner  
Date: 4-24-14

For: **BAFA / IATSE 119**

By:   
Its: President IATSE 119  
Date: 4-28-2014

For: **IATSE**

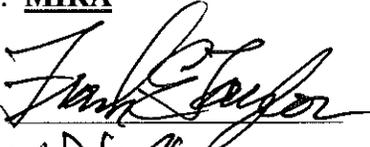
By:   
Its: Director, Broadcast  
Date: 4-14-14

Side letter # 4

**CSN Bay Area Side letter**

The parties agree that the second sentence of 7.1 of this Agreement shall not be applicable to CSN Bay Area or any other affiliated or related corporate entities of Comcast unless there is a direct labor issue between IATSE and these parties.

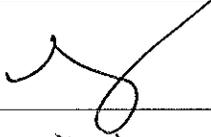
For: **MIRA**

By:   
Its: VP & GM  
Date: 4/21/14

For: **KELLEYCORE, d/b/a, SAMMCO**

By:   
Its: owner  
Date: 4-24-14

For: **BAFA / IATSE 119**

By:   
Its: President IATSE 119  
Date: 4-26-2014

For: **IATSE**

By:   
Its: Director, Broadcast  
Date: 4-14-14

### **Side letter #5**

This side letter outlines the Dispatch Rules between BAFA/IATSE 119 and SAMMCO for the duration of contract.

#### **Dispatch Rules**

##### **A. Current Employees Placement on the Hire List:**

1. Each discipline will determine and maintain its own hiring list and submit this list to the Business Representative and hiring entity.
  - a. There will be separate lists for the San Francisco Bay Area and the Sacramento markets. Employees must declare which market's list they will be placed on.
  - b. There is an 18-month residency requirement. (May be waived by the Executive Board)
2. Each discipline will establish the number of days worked per year to maintain an employee's place on the hiring list.

##### **B. New/Potential Employees Placement on the Hire List:**

1. Send resume and references to BAFA/IATSE 119 Business Representative. Resume will be timed and dated upon receipt.
2. Resume and references will be forwarded to a Crafts Committee for review. Crafts Committees will be comprised of one or more senior members of each discipline, as determined by each discipline.
3. A skill test may be administered if the following criteria are not met:
  - a. Proof of experience in other markets.
  - b. Proof of experience in live or live-to-tape production.
4. Employee is then placed in the appropriate position on the hiring list.

##### **C. How position on the list may change:**

1. Employees can be moved up on the list if other employee above them are moved down below them on the list or are removed from the list.
2. Employees can be moved down on the list for the following: (in accordance with Article XII and Article VII, Section 6 of the Constitution and Bylaws)
  - a. Cancellation of a confirmed assignment without qualified replacement three times in one year. (CBA 4.9)
  - b. One "no-call-no-show" incident.
  - c. Violation of employer's drug and alcohol policy.
  - d. Abusive or inappropriate behavior.
  - e. Not working effectively with other crewmembers.
  - f. Not working effectively with client or employer representatives.
  - g. Habitually not arriving at job site on time and ready to work.
  - h. Not performing work assignment effectively.

#### D. Removal from Hiring List:

1. An employee will be removed from the hiring list when the union receives a "do not dispatch letter", concerning the employee, from three separate clients. For a list of grievances warranting a "do not dispatch letter", refer to Union Contract, Section 4 (Hiring Sub-section "Discipline and Discharge").
2. For movement down the list or removal from the list, infractions must be serious and/or repeated. Management will have a minimum of one meeting to discuss job performance concerns. The employee shall have the right to have a Union Representative present at each meeting.

#### E. Dispatched to Assignments from the List:

1. SAMMCO will send out, via email, a copy of the booked shows for members review and selection of jobs. We will be working three months ahead. Bid sheets are to be returned by the Wednesday closest to the 15<sup>th</sup> of the month. Example, June 2014 is sent out on Monday, March 3, 2014. Members will have up to 10 calendar days to review and return their selections to the booking office with selections being due by 8 AM of the second following Wednesday, March 12<sup>th</sup>.
2. Bookings are based on Client/Rights-holders requests followed by seniority.
3. For those unable to access their computer during this time a copy of the booking schedule is online at [www.sammco.com](http://www.sammco.com). Selections from the online schedule may be made and sent to the booking office at any time. Those members who will be on vacation during the 10 day long selection period may email their selections ahead of time based on the online schedule. They will be crewed based on the normal criteria of requests and seniority.
4. Each member will receive a booking confirmation email from the booking office by the Monday, following the close of the booking week.
5. Members will receive a written confirmation of their schedule prior or at the start of the third week of each month. The booking office will make every effort to get written booking confirmation back to the members as quickly as possible and the date quoted is an outside date, however there is a time factor involved in getting all of the booking sheets set up and data input completed.
6. Members may respond with their elections via phone, however email is the preferred method as it reduces mistakes and provides a written record.
7. The BAFA/IATSE 119 Business Representative shall be allowed to waive certain conditions, as needed, for added shows and late bookings where time is of the essence, to allow SAMMCO to effectively crew shows properly.

ADDENDUM A.

When the Client/Rights-holder/Vendor is not the same in a short turnaround situation, the rest period language in the contract (Section 14.3) shall be waived by the Union. Bookings are based on the Client/Rights-holders requests followed by established discipline hiring lists.

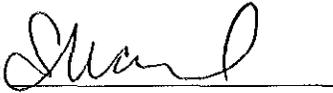
For: MIRA

By: 

Its: VP & GM

Date: 4/21/14

For: KELLEYCORE, d/b/a, SAMMCO

By: 

Its: owner

Date: 4-24-14

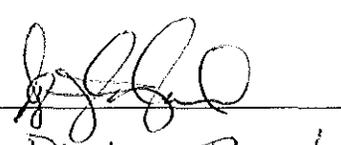
For: BAFA / IATSE 119

By: 

Its: President IATSE 119

Date: 4-24-2014

For: IATSE

By: 

Its: Director, Broadcast

Date: 4-14-14

**IATSE NATIONAL PENSION, NATIONAL HEALTH & WELFARE, ANNUITY, AND VACATION FUNDS****Trust Acceptance Agreement**

The IATSE or the IATSE Local named below (the "Union") and the Employer named below agree as follows regarding benefits to the Pension, Health & Welfare, Annuity, and/or Vacation Fund, respectively and individually as specified below, for employees covered by the Collective Bargaining Agreement ("CBA") between them:

**1. Trust Agreement (check off all applicable Funds per the terms of the CBA):**

Employer agrees to be bound by all of the terms and provisions of :

- a. **PENSION:** The Agreement and Declaration of Trust (the "*National Pension Fund Trust Agreement*") establishing the IATSE National Pension Fund (the "*National Pension Fund*") as restated September 22, 2005, and as amended, and the National Pension Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*National Pension Fund Collection Guidelines*")
- b. **HEALTH & WELFARE:** The Agreement and Declaration of Trust (the "*Welfare Fund Trust Agreement*") establishing the IATSE National Health and Welfare Fund (the "*Welfare Fund*") as restated September 22, 2005, and as amended, and the Welfare Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Welfare Fund Collection Guidelines*")
- c. **ANNUITY:** The Agreement and Declaration of Trust (the "*Annuity Fund Trust Agreement*") establishing the IATSE Annuity Fund (the "*Annuity Fund*") as restated September 22, 2005, and as amended, and the Annuity Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Annuity Fund Collection Guidelines*")
- d. **VACATION:** The Agreement and Declaration of Trust (the "*Vacation Fund Trust Agreement*") establishing the IATSE National Vacation Fund (the "*Vacation Fund*") as restated September 22, 2005, and as amended, and the Vacation Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "*Vacation Fund Collection Guidelines*")

Employer also agrees to be represented in the administration of the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, respectively as specified above, by the Employer Trustees therein named or by their successors.

**2. Computation of Contributions**

Commencing with the effective date for contributions under the CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, Employer agrees to contribute the sums specified in the CBA to the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable, for each and every employee whose position is covered by that Agreement.

**3. Payment of Contributions**

Payment of contributions as required above shall be made by check payable to the "IATSE National Pension Fund," the "IATSE National Health & Welfare Fund," or the "IATSE Annuity Fund," and must be received in the appropriate Fund Office not later than: **For Weekly Contributors, the end of the week following the week of employment; OR, For Monthly Contributors, the 10<sup>th</sup> day of each month following the month of employment.** Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the applicable Funds.

Check One:  Monthly Contributor

Weekly Contributor

\_\_\_\_\_ (If CBA provides a different due date than set forth above, indicate due date here)

→ **Note:** Any 401(k) salary deferral contributions, to the Annuity Fund must be received by **no later than the 15<sup>th</sup> of the month following the month in which the work was performed** and the deductions withheld.

→ **Note:** For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

Please refer to the Contributions & Collections Handbook for more information on submission of contributions, refunds, interest, etc.

**4. Records**

Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its records covering such employment in accordance with the Trust Agreements and the National Pension Fund, Welfare Fund, Annuity Fund, and/or Vacation Funds' Collection Guidelines, as applicable herein.

**5. IRS Compliance**

The Pension, Health & Welfare, Annuity, and Vacation Plans adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the National Pension Fund, the Welfare Fund, and the Annuity Fund, as a deduction for income tax purposes.

**6. Terms of the CBA**

If not already attached to this Trust Acceptance, a copy of the current CBA will be provided by the Employer upon request by the Funds Office. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA that supersedes the current contribution rates, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the appropriate Fund Office[s] for all Funds affected. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the current contribution rates, this Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable herein.

7. **TERM OF CONTRACT:** From April 1, 2014 To March 31, 2017

8. **TYPE OF CONTRACT:** (e.g., Area Standards, Travelling Stage Employees Contract): TBCE - Sports Broadcast

9. **CONTRIBUTION RATES (Please complete for all applicable Funds):**

**PENSION**

**To Which Pension Plan Are You Contributing (Check One):**

- Pension Plan B  
 Pension Plan C

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *		MINIMUM	MAXIMUM
4-1-14	3-31-15	\$	12.50	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input checked="" type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
4-1-15	3-31-16	\$	13.00	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input checked="" type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
4-1-16	3-31-17	\$	13.50	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input checked="" type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

\* If percent (%), please check off whether percent of **gross** or **scale earnings**.  
 If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

**Note:** For the purposes of Pension vesting, Employers **must** report the **number of days worked** regardless of the basis of Pension contributions.

**HEALTH & WELFARE**

**To Which Health & Welfare Plan Are You Contributing (Check One):**

- Health & Welfare Plan A (Note that Plan A has minimum daily rates)  
 Health & Welfare Plan C

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *		MINIMUM	MAXIMUM
4-1-14	3-31-15	\$	7.16	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
4-1-15	3-31-16	\$	7.56	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
4-1-16	3-31-17	\$	7.96	<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input checked="" type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

\* If percent (%), please check off whether percent of **gross** or **scale earnings**.  
 If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

**ANNUITY**

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *		MINIMUM	MAXIMUM
4-1-14	3-31-17	20	520	<input checked="" type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

\* If percent (%), please check off whether percent of **gross** or **scale earnings**.  
 If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

9. CONTRIBUTION RATES (continued)

Salary deferrals to the Annuity Fund

For salary deferrals (401(k) contributions) to the **Annuity Fund**, you must meet the requirements under (a) or (b):

- (a) The **Employer** contribution rate must be **3% or greater of employee's wages**, or
- (b) The employee is working under one of the following contracts (check one):

- Theatrical and Television Motion Picture Area Standards Agreement
- AICP Multi-State Supplement to the AICP West Agreement
- Single Signatory (i.e., one-off) theatrical motion picture and television agreement
- Low Budget theatrical and television motion picture term agreement
- Television term agreement
- Music Video Production Agreement

For salary deferrals under this section (b) no Highly Compensated Employees may participate. In addition, Employer agrees to timely provide salary information for all relevant periods for all employees eligible to participate or who would be eligible if they were not Highly Compensated Employees. (Employer check here if applicable and agreed)  **Agreed**

Employer agrees to withhold the respective salary deferral (401(k) contributions) per the requirement above and submit same to the Annuity Fund by no later than the 15<sup>th</sup> of the month following the month in which the work was performed and the deductions were withheld. (Employer check here if applicable and agreed)  **Agreed**

**VACATION**

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *		MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Day	<input type="checkbox"/> Shift <input type="checkbox"/>		

\* If percent (%), please check off whether percent of **gross** or **scale** earnings.  
If dollar amount (\$), please check off whether per **hour**, per **day** or per **shift**. If Other, please specify.

The parties hereto agree to the above provisions numbered 1-9:

FOR IATSE <sup>and</sup> IATSE Local # 119 (Fill in applicable union Local #): INTL Director, Broadcast Sandra J. England  
 By: [Signature] (Signature of Authorized Officer) 119 Franchet IATSE 119 (Title) [Print Name] (Print Name)  
 Date: 4-14-14 1-24-2014, 2014

FOR EMPLOYER:  
MIRA Mobile Television, Inc. (Insert Name of Employer) 26-3939006 (Employer Federal Tax ID No.)  
25749 SW Canyon Creek Rd Suite 100 Wilsonville, OR 97070 (Address) (City, State, Zip)  
503-468-0900 (Area Code/Telephone No.) 503-468-0877 (Area Code/Fax No.)  
 By: [Signature] (Signature of Authorized Officer) VA & GM (Title) FRANK E TAYLOR (Print Name)  
 Date: April 21, 2014

PAYROLL COMPANY (If Applicable)  
Kelleycore Inc DBA Samco (Payroll Company) Shannon Bird (Name of Contact Person)  
9064 Lloyd Lane Stockton CA 95212 (Address) (City, State, Zip)  
209 931 3501 (Area Code/Telephone No.) 855 726 6261 (Area Code/Fax No.)