



August 1, 2008 – July 31, 2012  
**NATIONAL AGREEMENT**  
& Frequently Asked Questions



**International Brotherhood of  
Electrical Workers® and FOX Pro Sports**

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**International Brotherhood  
of Electrical Workers® and  
FOX Pro Sports**

AGREEMENT

This Agreement, as amended, is made and entered into this 1st day of August 2008, by and between FOX Pro Sports hereinafter called the “Employer” or “Company” and the International Brotherhood of Electrical Workers on behalf of its Local Unions 4, 45, 1200, 1212, and 1220, hereinafter called the “Union.” This agreement confirms the Parties mutual understanding as to the wages, hours and conditions of employment of freelance Technicians, hereinafter called “Freelance Employees” or “Employees,” when employed in connection with the pick-up of live sport competitions broadcast by FOX Broadcasting Company.

SECTION 1

- (a) This Agreement, as amended, shall take effect the 1st day of August 2008, and shall remain in force and effect through the 31st day of July 2012. It shall continue in effect from year to year thereafter from the 1st day of August through the 31st day of July of each succeeding year, unless changed or terminated in the manner provided hereinafter.
- (b) Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to July 31, 2012, or sixty (60) days prior to July 31st of any subsequent year. However, changes may be made at any time by mutual consent.
- (c) As part of an ongoing cooperative effort, representatives of the Company & Union agree to meet on a semi-annual basis to discuss issues of mutual concern. Such meetings will typically be held once during NFL Football Season and once during the NASCAR season.

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

## **SECTION 2**

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

The Company may utilize the truck vendor, truck personnel, to supplement the crew if such vendor is an IBEW signatory and the personnel are IBEW members, i.e., driver and assistant.

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a

condition of employment from and after the thirty-first (31st) day following the date of their employment, or the effective date of this Agreement, whichever is later.

The provisions shall not apply in any location where it is prohibited by state law, and if so prohibited, it shall apply whenever the law is changed so that it may be effective.

The Company shall provide to the Union a crew list of core members as soon as possible prior to a scheduled event covered by this Agreement. The entire crew list shall be provided to the Union at least ten (10) days in advance.

## **SECTION 3**

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

## **SECTION 4**

Upon receipt of voluntary written authorization, the Employer agrees to deduct and forward weekly to the Local Union, the Union membership dues and/or the additional working dues from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

## **SECTION 5**

If there is any grievance, dispute or difference between any employee covered by this Agreement and the Union or the

Company or among any said parties with respect to the interpretation or application of any provision of this Agreement, such grievance, dispute or difference shall be reduced to writing and processed in accordance with the following steps in this grievance procedure:

### **Step One**

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

### **Step Two**

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

### **Step Three**

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

The authority of the arbitrator shall be limited to determining questions involving the interpretation or application

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

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

## **SECTION 6**

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

## **SECTION 7**

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

## SECTION 8

The minimum hourly wage rate of freelance employees shall be:

Wages	8/01/2008-7/31/2009	8/01/2009-7/31/2010	8/01/2010-7/31/2011	8/01/2011-7/31/2012
Technicians	46.23	47.62	49.05	50.52
TD/Supervisor	51.00	52.53	54.11	55.73
Ass't. Sup./Maint.	48.98	50.45	51.96	53.52
Utility Tech.	28.07	28.91	29.78	30.67

The Company shall provide for payroll direct deposit.

**Cancellation Policy** Any technician or utility who is offered and accepts work by the company shall be compensated in the following manner if such work is later canceled by the Company. Cancellation within seventy-two (72) hours of the event will receive one (1) day's pay for the first day of the event and 50% of one (1) day's pay for each subsequent day which was canceled. The time zone of the event location will be utilized in determining the seventy-two (72) hour cancellation rule.

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

**Force Majeure** In the event that operations are temporarily curtailed in whole or in part, neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, strikes, wars, riots, or events which frustrate the purpose of broadcast or make it impossible to continue operations.

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

<b>Entertainment Industry 401(k) Plan-</b>	
August 1, 2008 through July 31, 2012:	5%

<b>Entertainment Industry Flex Plan-</b>	
August 1, 2008 through July 31, 2009:	5%
August 1, 2009 through July 31, 2010:	5.5%
August 1, 2010 through July 31, 2011:	6%
August 1, 2011 through July 31, 2012:	6.5%

The Employer reserves the right at its sole discretion to pay wages above those listed in this section.

## SECTION 9

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

**Meal Periods** 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 work day as possible and not to exceed the sixth (6th) elapsed hour. In the event a crew member misses a

meal break due to work, he/she will be compensated an additional hour paid at one and one-half (1½) times his/her straight time rate of pay for the hour worked during the meal period. A second or subsequent meal shall be due 6 hours after the employee returns to work from the 1st meal. If such meal(s) are missed, the same aforementioned penalty shall apply. No employee shall miss two consecutive meals.

**Bookings** All bookings are assumed to be ten (10) hours unless otherwise specified, in writing, at the time of the booking.

### SECTION 10

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

### SECTION 11

**Holidays** Additional straight time for all hours worked on (but in no event less than eight (8) hours) New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and/or Christmas Day.

### SECTION 12

**Travel Time and Expenses** The Employer shall reimburse each Employee for all travel and living expenses, when travel by such Employee is required or authorized.

The per diem expenses for overnight assignments shall be \$71.34 for the duration of the Agreement.

In addition to the above amount, a flat parking expense payment shall be given to each employee for each round-trip assignment in which the employee was entitled to receive a daily per diem expense.

Flat parking expense payments shall be \$50.65 for the duration of the Agreement.

On consecutive events, the above stated value for flat parking expenses will be applied to each such event.

The Employer shall also provide hotel accommodations.

Travel time in connection with any such assignment shall be credited as time worked. However, on working days during any such out-of-town assignment, or on in-town (local) assignments when a Technician is provided with a hotel room, a Technician's time starts and ends at the site of the event, provided that any travel time in excess of thirty (30) minutes each way between the hotel and the event shall be considered work time. On in-town (local) assignments, when the Technician is traveling between his/her home and the site of the event, a Technician's time starts and ends at the site of the assignment. The Technician shall be compensated for all parking expense. Local travel is defined as: A Technician who travels fifty (50) miles or more shall receive reimbursement for mileage only. Those Technicians who travel seventy-five (75) miles or more shall receive per diem, hotel cost, and travel expenses.

For each scheduled day off occurring during any such traveling assignment, a Technician shall be credited with a minimum of eight (8) hours at straight-time rates, provided that no work is performed on such day off.

On Travel Only Days: In lieu of paying a minimum wage on travel only days, the Employer agrees to pay the following premium wage based on an eight (8) hour day, not inclusive of a one (1) hour unpaid meal period.

**\$185.00 for Utilities**

**\$300.00 for all other Technicians**

These travel only day payments shall apply to fringe.

The Agreement does not prohibit the Company from assigning “travel-work days” at the end of the remote assignment. FOX has expressed an interest in taking advantage of such assignments in the future. Should the Company do so, they shall provide a “Change facility” for the technicians involved in such assignments.

All hotel rooms will be provided on the basis of single occupancy. Any extenuating circumstances will be discussed with the Union and a request for waiver by the Company will not be unreasonably denied.

### **SECTION 13**

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

### **SECTION 14**

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

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

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

### **SECTION 15**

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

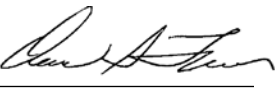
### **SECTION 16**

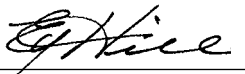
Should any provision(s) of this Agreement be declared illegal by any court of competent jurisdiction, such provision(s) shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provision(s) which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

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

Signed for the Employer

Signed for the Union

By 

By 

**Dean S. Ferris**  
Executive Vice President  
Labor Relations

**Edwin D. Hill**  
International President  
International Brotherhood  
of Electrical Workers,  
AFL-CIO, CLC

### LOCAL CONTACTS

#### FOX PRO SPORTS

**Union membership requirements for per diems shall be processed by the following Locals:**

Michael Pendergast, Business Manager **314-664-0202**  
Local Union 4, IBEW  
1610 S. Kingshighway Boulevard  
St. Louis, MO 63110

*States Covered:* Missouri

Mr. Lloyd Webster, Business Manager **323-851-5515**  
Local Union 45, IBEW  
6255 Sunset Boulevard, Suite 721  
Hollywood, CA 90028

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

Ms. Lillian Firmani, Business Manager **410-868-2703**  
Local Union 1200, IBEW  
9660 Marlboro Pike  
Upper Marlboro, MD 20772

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

Mr. Keith Morris, Business Manager **212-354-6770**  
Local Union 1212, IBEW  
225 West 34th Street, Suite 1120  
New York, NY 10122

**States Covered:** Connecticut, Delaware, Maine, Massachusetts,  
New Hampshire, New Jersey, New York, Pennsylvania, Rhode  
Island, and Vermont.  
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Ms. Madeleine Monaco, Business Manager **773-714-1220**  
Local Union 1220, IBEW  
8605 West Bryn Mawr Avenue, Suite 309  
Chicago, IL 60631

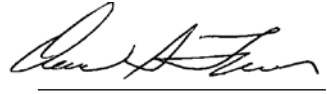
**States Covered:** Illinois, Iowa, Indiana, Kansas, Kentucky,  
Michigan, Minnesota, Nebraska, North Dakota, Ohio, South  
Dakota, and Wisconsin.

SIDELETTER #1

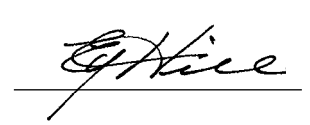
**Waiver of San Francisco Paid Sick Leave Ordinance**  
FOX Pro Sports/IBEW

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.

For the Company

  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_



**International Brotherhood  
of Electrical Workers® and  
FOX Pro Sports**

FREQUENTLY ASKED QUESTIONS

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

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

- Position
- First Day
- Last Day
- Travel Days

**Q: Are work days eight (8) or ten (10) hours?  
(CBA Section 9, page 8)**

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

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

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

- If you are new or have not recently worked for FOX you must fill out two forms: (1) Start Form and (2) Employment Eligibility Verification (I-9) form. It is a good idea to fill out the I-9 form before arriving on site. It can be found at <http://www.uscis.gov/i-9>.
- Bring photocopies of picture identification (driver's license or passport) and your Social Security card. For other acceptable forms of identification go to <http://www.uscis.gov/i-9>.
- If you are not sure whether FOX has a current Start Form or I-9 form on file, fill out new forms.

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

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

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

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

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

**Q: If I am cancelled from an event, what should I do? (CBA Section 8, page 6)**

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

- If you are cancelled within seventy-two (72) hours of your travel and/or work day, you are entitled to compensation.
- If you are cancelled outside the seventy-two (72) hour cancellation window because of crew reassignment, you may be entitled to compensation. Check with your Business Manager/Representative or Local Union office.

**Q: Do I get a meal break? (CBA Section 9, pages 7-8)**

**A:** Yes. A one (1) hour meal break must be completed by the end of the sixth (6th) hour (1st meal break). If you do not

receive a meal break or you receive a meal break outside of the times listed in the CBA you are entitled to the missed meal compensation.

**Example:** If your call time is noon, your one-hour meal break must start no later than 5 p.m. If you are entitled to a 2nd or subsequent meal break it must begin no later than the 6th hour after the previous one-hour meal break.

**Example:** If your 1st meal break ended at noon, your 2nd one (1) hour meal break must start no later than 6 p.m.

**Q: What is a “Rest Period”? (CBA Section 10, page 8)**

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

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

	In Time	Out Time	Hours	Rate	Total
Day 1	Noon	10 p.m.	10	x \$46.23 =	\$462.30
Rest Period	10 p.m.	6 a.m.	8 (2*)		
Day 2	6 a.m.	4 p.m.	10	x \$46.23 =	\$462.30
	6 a.m.	7 a.m.	1*	x \$23.11 =	\$ 23.11
	7 a.m.	8 a.m.	1*	x \$23.11 =	\$ 23.11

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

**Q: When is traveling to and from the company-provided hotel and the venue considered time worked? (CBA Section 12, page 9)**

**A:** Whenever a one way trip is more than thirty (30) minutes, regardless of distance.

**Examples:**

Distance In Miles	From	To	Actual Travel Time	Additional Time Worked
10	Hotel	Venue	20 min	None
10	Hotel	Venue	1 hr 30 min	1 hr
30	Hotel	Venue	30 min	None
30	Venue	Hotel	2 hrs	1 hr 30 min

**Q: What does it mean to be a Freelancer working for Fox?**

**A:** See CBA Section 7, page 5.

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

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

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

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

**Q: Can I have my dues deducted from my paycheck? (CBA Section 4, page 3)**

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

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

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

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

**A:** *Base dues* are paid to your “Home Local,” usually on a monthly or quarterly basis, and are a fixed amount. *Working dues* are calculated on your actual earnings. The state you live in determines which “Signatory Local” your *working dues* are paid to. The CBA contains the list of states and their “Signatory Local” (see pages 13–14). Your “Signatory Local” may differ from your “Home Local” depending on where you work and/or live.

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

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

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

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

**Q: How do I learn more about specific health and 401(k) benefits that are covered under the CBA?**

**A:** Contact the following organization:

Entertainment Industry Flex Plan

[www.flexplan.com](http://www.flexplan.com)

Toll-free phone: 888-353-9401

Main phone: 323-993-8888

Fax: 323-993-8834

Los Angeles, CA

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

**A:** The IBEW has set up a Web page for anyone in the industry to register their skills: Go to [IBEW.org/MySkills](http://IBEW.org/MySkills).

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

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

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

## “SIGNATORY LOCAL” WEB SITES

### Local Union 4

[www.ibewlocal4.com](http://www.ibewlocal4.com)

### Local Union 45

[www.ibew45.org](http://www.ibew45.org)

### Local Union 1200

[www.ibew1200.org](http://www.ibew1200.org)

### Local Union 1212

[www.ibew1212.org](http://www.ibew1212.org)

### Local Union 1220

[www.ibew1220.org](http://www.ibew1220.org)

## IBEW INTERNATIONAL OFFICE

### Broadcasting & Recording Department Washington, DC

[broadcast@ibew.org](mailto:broadcast@ibew.org)







## BROADCASTING & RECORDING

**International Brotherhood of Electrical Workers**

900 Seventh Street, N.W. • Washington, D.C. 20001  
[www.ibew.org](http://www.ibew.org)

