

## AGREEMENT

This Agreement, as mended, is made and entered into this 9<sup>th</sup> day of September, 2004, by and between FOX Pro Sports hereinafter called the "Employer" 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 mended, shall take effect the 1<sup>st</sup> day of August 2004, and shall remain in force and effect through the 31<sup>st</sup> day of July 2008. It shall continue in effect from year to year thereafter from the 1<sup>st</sup> day of August through the 31<sup>st</sup> 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, 2008, or sixty (60) days prior to July 31<sup>st</sup> or 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. The first of such meetings will take place in November 2004.

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's 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 (31<sup>st</sup>) 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 on the Monday prior to the event in question.

**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 Senior Vice President, Employee Relations and Administration of the Company, or his designated representative, and the International President of the Union, or his 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 daily wage rate of freelance employees shall be:

WAGES	3%		3%		3%		3%	
	08/01/04 - 07/31/05		08/01/05 - 07/31/06		08/01/06 - 07/31/07		08/01/07 - 07/31/08	
	8 Hours	10 Hours	8 Hours	10 Hours	8 Hours	10 Hours	8 Hours	10 Hours
<b>Technicians</b>	\$315.96	\$394.95	\$325.44	\$406.80	\$335.20	\$419.01	\$345.26	\$431.58
<b>TD/Supervisor</b>	\$348.56	\$435.70	\$359.02	\$448.77	\$369.79	\$462.23	\$380.88	\$476.10
<b>Ass't. Sup./Maint.</b>	\$334.77	\$418.46	\$344.81	\$431.01	\$355.16	\$443.94	\$365.81	\$457.26
<b>Utility Tech.</b>	\$191.85	\$239.83	\$197.60	\$247.02	\$203.53	\$254.43	\$209.64	\$262.06

The Company shall provide for payroll direct deposit.

The Company agrees to pay each individual four percent (4%) of the applicable daily rate in lieu of vacation, paid at the conclusion of the assignment or weekly, whichever occurs first.

**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-day's pay for the first day of the event and 50% of one-day's pay for each subsequent day which was canceled.

**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 ten percent (10%) of his/her applicable base pay into the Entertainment Industry Benefits Plans for Freelance Technicians. This contribution will be divided as follows: a 5% contribution to the "Entertainment Industry 401 (k) Plan" and a 5% contribution to the "Entertainment Industry Flex Plan."

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

**Section 9. Hours and Overtime.** Eight (8) of 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 (1 ½) 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.

**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 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 expense, when travel by such Employee is required or authorized.

The per diem expenses for overnight assignments shall be as follows:

<b>TRAVEL</b>		<b>3%</b>	<b>3%</b>	<b>3%</b>
	<b>08/01/04 - 07/31/05</b>	<b>08/01/05 - 07/31/06</b>	<b>08/01/06 - 07/31/07</b>	<b>08/01/07 - 07/31/08</b>
	\$63.00	\$64.89	\$66.84	\$68.84

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 as follows:

<b>Flat Parking</b>				
		<b>3%</b>	<b>3%</b>	<b>3%</b>
	<b>08/01/04 - 07/31/05</b>	<b>08/01/05 - 07/31/06</b>	<b>08/01/06 - 07/31/07</b>	<b>08/01/07 - 07/31/08</b>
	\$46.35	\$47.74	\$49.17	\$50.65

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

On travel only days, when the technician travels from the remote site to his/her home, he/she shall receive per diem expenses for incidentals and any meals that would normally occur in accordance with the following schedule:

<b>Travel Only</b>				
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		3%	3%	3%
	08/01/04 - 07/31/05	08/01/05 - 07/31/06	08/01/06 - 07/31/07	08/01/07 - 07/31/08
<b>Incidentals</b>	\$25.00	\$25.75	\$26.52	\$27.32
<b>Breakfast</b>	\$6.00	\$6.18	\$6.37	\$6.56
<b>Lunch</b>	\$12.00	\$12.36	\$12.73	\$13.11
<b>Dinner</b>	\$20.00	\$20.60	\$21.22	\$21.85

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 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 assignments are deemed to be assignments within approximately 50 miles of the Technician's home and do not require the payment of per diem, hotel cost, or travel expense.)

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: Technicians shall receive a flat payment (as listed below) for either a short travel day or a long travel day. Such travel time shall not be considered work time.

**\$175.00 for Utilities**  
**\$290.00 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.

**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.

**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 \$100,000.00.

Employees shall be paid on a per event basis or weekly (if event exceeds one (1) week). Payroll deductions shall conform with the 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 (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 \_\_\_\_\_  
Dean S. Ferris  
Executive Vice President  
Employee Relations and  
Administration

By \_\_\_\_\_  
Edwin D. Hill  
International President  
International Brotherhood of  
Electrical Workers,  
AFL-CIO, CLC

## FOX PRO SPORTS

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

### States Covered

**Mark Brueggjenjohann**  
**Business Manager**  
**Local Union 4, IBEW**  
**The Shell Building, Suite 603**  
**1221 Locust Street**  
**St. Louis, MO 63103**  
**314-241-0550**

**Missouri**

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

**Arizona**  
**California**  
**Colorado**  
**Idaho**  
**Montana**  
**Nevada**

**Oklahoma**  
**Oregon**  
**Texas**  
**Utah**  
**Washington**  
**Wyoming**

**Ms. Lillian Firmani**  
**Business Manager**  
**Local Union 1200, IBEW**  
**9660 Marlboro Pike**  
**Upper Marlboro, MD 20772**  
**310-868-2703**

**Alabama**  
**Arkansas**  
**District of Columbia**  
**Florida**  
**Georgia**  
**Louisiana**

**Mississippi**  
**North Carolina**  
**South Carolina**  
**Tennessee**  
**Virginia**  
**West Virginia**

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

**Connecticut**  
**Delaware**  
**Maine**  
**Massachusetts**  
**New Hampshire**

**New Jersey**  
**New York**  
**Pennsylvania**  
**Rhode Island**  
**Vermont**

**Mr. Ro Wratschko**  
**Business Manager**  
**Local Union 1220, IBEW**  
**8605 West Bryn Mawr, Suite 309**  
**Chicago, IL 60631**  
**773-714-1220**

**Illinois**  
**Iowa**  
**Indiana**  
**Kansas**  
**Kentucky**  
**Michigan**

**Minnesota**  
**Nebraska**  
**North Dakota**  
**Ohio**  
**South Dakota**  
**Wisconsin**



SIDELETTER NO. 1

In connection with the collective bargaining agreement between FOX Pro Sports (“Employer”) and the International Brotherhood of Electrical Workers (“IBEW”) covering the employment of freelance Technicians (“Technicians”) on live sport events broadcast on FOX Broadcasting Company (“Agreement”), the following represents our understanding and agreement that:

The provisions of Section 8 of the Agreement are amended in that Technicians retained to perform services on live NASCAR racing events and employed on a four day, ten hour per day per work week guarantee shall be compensated as follows:

<b>NASCAR WAGES</b>				
	<b>3%</b>	<b>3%</b>	<b>3%</b>	<b>3%</b>
	<b>08/01/04 - 07/31/05</b>	<b>08/01/05 - 07/31/06</b>	<b>08/01/06 - 07/31/07</b>	<b>08/01/07 - 07/31/08</b>
<b>Tech.</b>	\$1,311.27	\$1,350.61	\$1,391.13	\$1,432.86
<b>TD/ Supervisor</b>	\$1,469.50	\$1,513.59	\$1,558.99	\$1,605.76
<b>Asst. Sup/ Maint.</b>	\$1,402.54	\$1,444.62	\$1,487.96	\$1,532.59
<b>Utilities</b>	\$874.18	\$900.41	\$927.42	\$955.24

Any Technician employed on a daily basis shall be compensated under the daily rate specified in the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

ACCEPTED AND AGREED TO:

IBEW

FOX PRO SPORTS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_