

**AGREEMENT  
BETWEEN  
NATIONAL ASSOCIATION OF BROADCAST  
EMPLOYEES AND TECHNICIANS -  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO  
AND  
NBA ENTERTAINMENT,  
A DIVISION OF NBA PROPERTIES, INC.  
Effective  
as of January 1, 2023 through December 31, 2026**

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This Agreement is made and entered into as of the 1st day of January 2023, by and between NBA Entertainment, a division of NBA Properties, Inc. (the "Company"), and the National Association of Broadcast Employees and Technicians - Communications Workers of America, AFL-CIO ("NABET-CWA"), which is recognized as the sole collective bargaining agent for all classifications of employees as set forth herein. For purposes of this Agreement, the term "Union" shall include the Sector NABET-CWA organization and Local 11 of NABET-CWA.

## **ARTICLE I**

### **UNION RECOGNITION**

- Section 1.1** The Company agrees to recognize and bargain collectively with the Union as the exclusive Bargaining Agent for all Employees as set forth in Section 2.2 below, and for all individuals hired on a daily basis as set forth in Section 7.1(c) below, with respect to wages, hours of work, and other terms and conditions of employment of Employees and such individuals hired on a daily basis. By no later than October 1, 2023, the Union shall provide the Company with a written list of names of (i) each Union Executive Board Member employed by the Company, (ii) each Shop Steward employed by the Company and (iii) the one (1) Union Executive Board Member and one (1) Shop Steward that the Union is designating to receive certain information provided by the Company (e.g., pursuant to Section 1.6 below) (the "Designated Executive Board Member" and "Designated Shop Steward", respectively). The Union shall provide the Company with prompt written notice with respect to any change, addition or deletion to such list.
- Section 1.2** The Company will not discriminate against any Employee because of that Employee's membership in the Union, nor shall any Employee be discharged, laid off or disciplined because of Union activities that are protected under applicable law. Neither the Union nor the Company will discriminate against any Employee because of race, sex, creed, age, national origin, or disability.
- Section 1.3** Any Employee covered by this Agreement shall, as a condition of employment, become a member of and maintain his membership in the Union on or after the ninetieth (90th) day following the beginning of his employment or the execution date of this Agreement, whichever is later. Each

new Employee will be so notified by the Company. Membership in the Union shall be available to any Employee covered by this Agreement on the same terms and conditions generally applicable to other members.

**Section 1.4**

The Union will notify the Company in writing of each Employee who is or subsequently becomes in non-compliance with the requirements of Section 1.3. The Company will, within three (3) business days after receiving such notice, in turn notify in writing each Employee so listed in such notice. If an affected Employee does not make the required tender within two (2) weeks after notification by the Company and the Union notifies the Company in writing of such continued failure to make the required tender, he will thereupon be immediately discharged by the Company. Such discharge shall be considered as being for just cause and the Union shall indemnify and hold the Company and each of its affiliated entities harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees) that might arise out of or by the reason of action taken by the Company for the purpose of complying with the provisions of this Section.

**Section 1.5**

Employees hired by the Company shall be probationary for the first one (1) year of their employment (e.g., the Company may discharge such Employees without just cause during such probationary period). The probationary period may be extended or shortened by mutual agreement between the Company, the Union and the Employee on probation. Each new Employee will be so notified by the Company.

**Section 1.6**

In the case of new hirings of Employees, the Company will notify in writing the Union, the Designated Executive Board Member and the Designated Shop Steward as to the Employee's name, address, date of hire, and starting rate of pay.

**Section 1.7**

- (a) Upon receipt of a signed authorization of the Employee involved, in the form set forth in Exhibit D hereto, the Company shall deduct from the Employee's pay check the Union initiation fee and dues payable by him to the Union and, at the option of Local 11 of the Union, the dues payable by him to Local 11 of the Union, during the period provided for in such authorization.

- (b) Deductions shall be made on account of initiation fees from the first (1st) pay check of the Employee after receipt of authorization. Deductions shall be made on account of Sector Union dues and dues to Local 11 of the Union from the first (1st) pay check of the Employee upon receipt of the authorization and biweekly thereafter.
- (c) Deductions for initiation fee and for dues to Local 11 of the Union shall be remitted to Local 11 of the Union and deductions for Sector Union dues shall be remitted to the Sector Office of the Union no later than the tenth (10th) day of the month following the deductions made in the previous month. The Company shall furnish the Sector Office of the Union, Local 11 of the Union and the Designated Executive Board Member with an alphabetical record of those for whom deductions have been made and the total amount of each deduction. Such report will be made available in Excel format.
- (d) The Union shall indemnify and hold the Company and each of its affiliated entities harmless against any and all claims, demands, suits, or other forms of liability (including reasonable attorney's fees) that shall arise out of or by reason of action taken or not taken by the Company for the purposes of complying with any of the provisions of this Section 1.7.

**Section 1.8** The parties agree that the check-off revocation shall be in the form set forth in Exhibit E hereto.

**Section 1.9** Upon reasonable advance notice and at a reasonable time the Company shall permit two (2) Union officers and the Union's legal counsel full access to all Unit working areas of the Company's operations.

**Section 1.10** Except in instances requiring the immediate attention of the Company or in other emergency circumstances, conferences held between Union and Company representatives shall be held at times which are non-working time for the affected Employee; and if held on the premises, such conference shall not interfere with the normal operations of the Company's business.

**Section 1.11** National Basketball Association ("NBA") personnel policies and procedures as they are contained in the National Basketball Association, NBA Properties, Inc. ("NBAP") and Related Companies Employee Handbook (as may be amended from time to time) shall apply to Union-represented Employees of the Company unless any such policy or procedure is specifically addressed in and modified by this Agreement.

## **ARTICLE II**

### **DEFINITIONS**

**Section 2.1** The term "Company" applies to all video production operations of the Company.

**Section 2.2** The term "Employees" applies to all the Employees of the Company as described on Exhibit A to this Agreement, and shall include:

All full-time Employees in the following job classifications which are described more fully in Exhibit A to this Agreement: Production Trainee; Production Trainee - Replay Operator; Production Assistant; Senior Production Assistant; Senior Production Assistant – Replay Operator; Editor; Senior Editor; Associate Producer; Producer; Senior Producer; Associate Video Coordinator; Video Coordinator; Senior Video Coordinator; Finishing Editor; and Senior Finishing Editor who are employed by the Company at its facility currently located at 100 Plaza Drive, Secaucus, New Jersey. Individuals who are hired by the Company on a "daily" or "freelance" basis (as referred to in Section 7 below) shall not be considered "Employees" hereunder for any purpose; provided, however, that references to "Employees" shall be read to include individuals hired on a "daily" or "freelance" basis solely for the purposes of Section 1.2, 1.3, 1.4, 1.6, 1.7, and 1.10 above.

**Section 2.3** The term "Unit" or "Bargaining Unit", means the Employees covered by this Agreement, collectively.

**Section 2.4** Wherever used in the Agreement, the masculine, feminine, and neuter import one another.

### **ARTICLE III**

#### **HOURS OF WORK AND OVERTIME**

##### **Section 3.1**

- (a) The normal workweek for Employees shall be forty (40) hours, consisting of either five (5) consecutive workdays of eight (8) hours or, by mutual agreement of the Company and the affected Employee, four (4) workdays of ten (10) hours. Notwithstanding the preceding sentence: (i) no Employee, without his consent, shall be scheduled, as part of consecutive normal workweeks, to work ten (10) consecutive days; (ii) an Employee who has consented to work a four (4) day workweek may withdraw such consent only upon notice to the Company delivered at least ten (10) days prior to the beginning of the first week that the Employee wishes to be scheduled to work a five (5) day workweek; and (iii) this provision shall not be considered a guarantee of any given number of hours of work. Notwithstanding the foregoing, an Employee in any of the Associate Video Coordinator, Video Coordinator, Senior Video Coordinator, Finishing Editor and Senior Finishing Editor classifications may seek authorization from the Company's scheduling manager to consider his shift complete upon conclusion of all work scheduled for that shift, it being understood that the Company shall be under no obligation to grant such permission.
- (b) The Company shall be entitled to schedule split shifts (i.e., requiring an Employee to work non-consecutive hours in his workday) on a single production or single series.

##### **Section 3.2**

Each Employee shall be scheduled in a manner that will enable him to receive at least two (2) consecutive days off each workweek. Such days off shall be established and granted with regularity and shall not be changed on less than seven (7) days written notice. A day off shall consist of twenty-four (24) hours followed by a twelve (12) hour rest period and two (2) days off shall consist of forty-eight (48) hours, plus a twelve (12) hour rest period.

##### **Section 3.3**

An Employee's weekly work schedule shall be posted seven (7) days in advance of the beginning of each workweek.

Such schedules shall show time in and time out of each normal workday.

Only changes relating to legitimate business or personnel needs may be made thereafter. Such changes shall only be made with reasonable advance notice in light of the particular need. An Employee whose schedule is changed and who can be reached, shall be personally notified of such change or changes.

All schedules, schedule changes and changes to changes shall bear posting dates.

**Section 3.4** Intentionally omitted.

**Section 3.5** Subject to Section 20 below, Employees shall be entitled to overtime at the rate of one and one-half (1-1/2) times the regular rate of pay (i.e., Base Salary as defined in Section 20 below) for work requested and authorized by the Company, and performed by an Employee, as follows:

- (a) All work in excess of forty (40) hours in any workweek.
- (b) Holidays, paid sick days and personal leave days shall be considered as time worked in computing the number of hours in a forty (40) hour week.

**Section 3.6** Subject to Section 20 below, any Employee who, at the request of the Company, performs work on a scheduled day off shall be entitled to at least six (6) hours worked.

**Section 3.7** Intentionally omitted.

**Section 3.8** There shall be no pyramiding of premium pay of any type under any circumstances.

**Section 3.9** Employees who are required to work for a continuous period encompassing four (4) regularly scheduled days off, and/or days during which the office is closed, will receive a compensatory day to be taken on a date that is mutually agreed-upon by the Employee and the Company.



## **ARTICLE IV**

### **HOLIDAYS AND VACATIONS**

**Section 4.1** Employees shall receive the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
Independence Day	

In addition, in the event that the Company requests Union approval to replace one of the holidays identified above with another holiday that is not listed above, the Union will not unreasonably withhold its approval of such a request (which request shall be made in writing to the President of the Union). If the Company provides its non-Union represented employees more than eight holidays per year, the number of holidays to be received by Employees hereunder shall be increased to equal the number of holidays per year received by such non-Union represented employees.

**Section 4.2** All Employees employed as of March 10 of any calendar year will be entitled to four (4) "Personal Days" during such calendar year, and all Employees who were not employed as of March 10 of a calendar year but who are employed as of September 10 of a calendar year will be entitled to two (2) Personal Days during such calendar year. Employees who are employed after September 10 of a calendar year shall not receive any Personal Days for such calendar year.

Requests for Personal Days must be submitted to the Company in writing at least fourteen (14) days in advance of the requested Personal Day.

**Section 4.3** **Compensation for Holidays:**

- (a) Holidays worked: Subject to Section 20 below, if an Employee is required by the Company to work on a holiday, he will be entitled to an additional one-half (1/2) hour's straight-time pay (i.e., based on his Base Salary as defined in Section 20 below) for each hour worked. In addition, if an Employee is required by the Company to work on a holiday, the Employee shall be entitled to an additional day off for the holiday worked.

- (b) If a holiday falls during an Employee's vacation, the Employee will be compensated by an additional day of vacation. This day will be determined by a mutual agreement of the Employee and the Company.
- (c) There will be no reduction in the normally scheduled hours to avoid an Employee's holiday pay entitlement. If an Employee's regularly scheduled day off falls on a holiday, he will be compensated by an additional day off, on a day mutually agreeable to the Employee and the Company.
- (d) All individuals hired on a "daily" or "freelance" basis shall be entitled to an additional one-half (1/2) hour's straight time pay for each hour worked on a holiday as defined by Section 4.1 above.

**Section 4.4 Vacation:**

- (a) Employees shall be entitled to vacation during each period from January 1 through December 31 ("Vacation Year") as follows:
  - (i) During the first three full calendar years of service: fifteen (15) days during the then current Vacation Year.
  - (ii) During the fourth full calendar year of service, and through the ninth full calendar year of service: twenty (20) days during the then current Vacation Year.
  - (iii) During the tenth full calendar year of service, and each full calendar year of service after that: twenty-five (25) days during the then current Vacation Year.
- (b) Employees employed for less than one (1) year shall be entitled to one (1) day of vacation for each month worked up to a maximum of ten (10) days. Such Employees may not take vacations during the first six (6) months of employment. The vacation of Employees who are terminated, laid off or who resign during a Vacation Year shall be pro-rated in accordance with Company policy based on the period of time employed that year.

- (c) Employees may carry over up to five (5) unused vacation days accrued in a Vacation Year, which days must be taken by no later than July 1 of the Vacation Year immediately following the Vacation Year in which the days were accrued. Employees shall not be entitled to any compensation or payment for any unused vacation days.
- (d) Written requests for vacation must be submitted to the Company at least six (6) weeks in advance of the requested date. Requests for scheduling shall be determined in the Company's discretion.
- (e) Choice of vacation will be made on the basis of Unit Seniority as provided in Section 9.1 of this Agreement.

## **ARTICLE V**

### **NO STRIKES OR LOCKOUTS**

- Section 5.1** It is agreed that there will be no stoppage of work, strike, lockout or other interference with Company operations under any circumstances.
- Section 5.2** The Company will not assign, transfer or require Employees to go to any property (other than facilities of the Company) to perform the duties of employees who are on strike.

## **ARTICLE VI**

### **JURISDICTION**

- Section 6.1**
  - (a) Except as otherwise set forth in this Agreement, only Employees covered by this Agreement will perform the duties of Employees as set forth in the job classifications set forth herein.
  - (b) Notwithstanding Section 6.1(a) above, the Company reserves the right (i) to designate fourteen (14) "slots" that may be filled by employees of the Company who are not covered by this Agreement, and the individuals designated in such "slots" may perform the duties of Employees as set forth in the job classifications set forth herein (it being understood that (v) the

Company's current list of designees for such "slots" is attached hereto as Exhibit B, (w) during the term of this Agreement, the Company may replace up to twelve (12) individuals who are now or subsequently listed on Exhibit B (the Company's replacement of an individual on Exhibit B shall be referred to herein as a "Replacement"), (x) the Company will meet with the Union prior to making any changes to the individuals that occupy such "slots" and will then notify the Union of any such changes that it decides, in its sole discretion, to make following such meeting and (z) in any event, the Company will not replace any current or future designee that occupies any of such "slots" with a then-current senior producer (i.e., so that, as a result of such Replacement, the same person would both be in the Bargaining Unit and on Exhibit B), (ii) to allow all personnel of the Company, of NBAP and of the NBA to use equipment for non-editing purposes, provided that such use shall not displace any Employee as defined in this Agreement or diminish the work of such Employees and (iii) to allow any intern of NBAP or of the NBA (including NBA players) to perform any of the non-technical or technical responsibilities listed on Exhibit A so long as such intern is accompanied by a Union member when operating equipment. With respect to each Replacement made by the Company, the Company will offer to hire as an Employee an individual who has worked for the Company on a "daily" or "freelance" basis for a minimum of 180 Days (for the purpose of this Section 6.1(b) and Sections 7.1(c)(i), (iv) and (v), a "Day" shall be defined as a shift of at least four (4) hours) during the one (1) year period immediately prior to the Replacement or 700 Days during the four (4) year period immediately prior to the Replacement (in either case, the "Freelance Benchmark"), it being understood that (A) if no individual then working for the Company on a "daily" or "freelance" basis meets the Freelance Benchmark, the Company shall have the right, in its sole discretion, to select which one (1) "daily" or "freelance" individual that it will offer to hire as an Employee and (B) if more than one (1) individual then working on a "daily" or "freelance" basis has met the Freelance Benchmark, the Company shall have the right, in its sole discretion, to select one (1) such "daily" or "freelance" individual that it will offer to hire as an Employee.

Notwithstanding the foregoing, if the individual chosen by the Company under subclause (A) or (B), as applicable, declines the Company's offer to become an Employee, the Company will continue in good faith to make offers to individuals pursuant to the requirements of subclause (A) or (B), as applicable, until (x) an individual accepts the Company's offer to become an Employee or (y) every applicable individual then working on a "daily" or "freelance" basis has declined the Company's offer to become an Employee.

- (c) Notwithstanding Section 6.1(b) above, the Company will in good faith use reasonable efforts to minimize its use of the jurisdictional exceptions set forth in Section 6.1(b).

## **ARTICLE VII**

### **TRANSFER OF WORK**

#### **Section 7.1**

The Company agrees that it will not transfer or subcontract any work or functions covered by this Agreement and presently being performed by Employees in the Bargaining Unit, or to which Employees are entitled under the terms of this Agreement, to persons outside the Bargaining Unit if any Employees qualified to perform the work at issue would be laid off because of the performance of Unit work by other than Employees. Notwithstanding the above restriction, the Company reserves the following rights:

- (a) to transfer or contract any work or functions whether or not covered by this Agreement because of production demands which could not be timely met by fully utilizing the Employees or because of creative needs or decisions as determined by the Company and the Company agrees that in each such instance it will inform the Unit of its reasons for such transference or contract;
- (b) to grant licenses for the use of all video and film footage owned by the Company to any third party;
- (c) to hire individuals on a "daily" or "freelance" basis without any limitation on the number of such

individuals or on the number of consecutive days worked by such an individual per assignment, provided that:

- (i) any such individual hired on a "daily" or "freelance" basis must be or become a member of, and maintain his membership in, the Union by making the payments described in Exhibit C hereto on or before the earlier of (x) the fortieth (40th) Day (as defined in Section 6.1(b) above) in a Contract Year (as defined below) in which he works for the Company and throughout the rest of his assignment(s) for that Contract Year or (y) the one-hundredth (100th) Day (as defined in Section 6.1(b) above) in which he works for the Company during the term of the Agreement (it being understood, however, that in the event an individual who is hired on a "daily" or "freelance" basis was a former Employee of the Company, such individual will be required to rejoin the Union by making the payments described in Exhibit C hereto as of the first day of his employment on a "daily" or "freelance" basis; provided, however, that such individual will not be required to re-pay the Union's initiation fee but shall be obligated to pay any outstanding initiation fee or dues balances);
- (ii) the Company will give consideration for "daily" or "freelance" work assignments, when the need arises, to any former Employee who had been laid-off;
- (iii) the Company shall pay each such "daily" or "freelance" individual a daily base rate of pay that is based on the pegged freelance base salary (the "Freelancer Base Salary") for the classification to which such individual belongs for the applicable Contract Year as set forth on Exhibit G (it being understood that the shift of any individual hired on a "daily" or "freelance" basis shall be at least four (4) hours);
- (iv) subject to IRS regulations, and all other applicable laws and commencing as soon as

practicable following execution of this Agreement and the finalization of the administrative details with the Flex Plan (as defined below) that will enable the following to occur, with respect to any such "daily" or "freelance" individual worked forty (40) Days in a Contract Year or one hundred (100) Days during the term of the Agreement, and otherwise meets all applicable requirements under this Agreement, the Company shall pay into each such "daily" or "freelance" individual's health and welfare account at the Entertainment Industry Flex Plan (the "Flex Plan") (A) \$29.00 for each Day (as defined in Section 6.1(b) above) worked by each such individual during the 2023 and 2024 Contract Years and (B) \$30.00 for each Day (as defined in Section 6.1(b) above) worked by each such individual commencing during the 2025 and 2026 Contract Years; provided, however, that (x) those individuals that are hired on a "daily" or "freelance" basis who otherwise meet all requirements to receive Flex Plan contributions pursuant to this Agreement and who are scheduled to and in fact work forty (40) hours over four (4) days in a single calendar week (as opposed to being scheduled to work shifts over a standard five (5) day week) shall receive Flex Plan contributions for each Day worked equal to one hundred and twenty-five percent (125%) of the applicable rate set forth above, and (y) the Union shall indemnify and save the Company and each of its affiliated entities harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees) that might arise in connection with: (i) the maintenance and administration of the Flex Plan and the trust under the Flex Plan, (ii) the maintenance and disbursement of the funds held under the Flex Plan or (iii) any other claim relating to such Flex Plan, its trustee(s) or the accounts of individuals under the Flex Plan (except for any claim arising from the Company's failure to pay the amounts described in this subparagraph (iv) to the Flex Plan);

- (v) subject to IRS regulations and all other applicable laws and so long as no fewer than five (5) individuals are eligible at the time, any such individual is permitted by the Company to participate in the Union 401K Plan (the "Union 401K Plan") during his tour of duty with the Company to the same extent as any Employee (provided that such participation would not result in any liability or incremental cost to the Company), and if any such "daily" or "freelance" individual actually does contribute such amounts into his account at the Union 401K Plan, the Company shall match contributions that such "daily" or "freelance" individual makes into his account at the Union 401K Plan up to a maximum amount of (i) \$22.00 for each Day (as defined in Section 6.1(b) above) in which such individual worked during the 2023 and 2024 Contract Years and (ii) \$23.00 for each Day (as defined in Section 6.1(b) above) in which such individual worked during the 2025 and 2026 Contract Years; provided, however, that (x) the Company shall match contributions made by those individuals who are hired on a "daily" or "freelance" basis, and who are scheduled to and in fact work forty (40) hours over four (4) days in a single calendar week (as opposed to being scheduled to work shifts over a standard five (5) day week), up to a maximum amount of one hundred and twenty-five percent (125%) of the applicable rates set forth above for each Day worked, and that (y) the Union shall indemnify and save the Company and each of its affiliated entities harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees) that might arise in connection with: (i) the maintenance and administration of the Union 401K Plan, (ii) the maintenance and disbursement of the funds held under the Union 401K Plan or (iii) any other claim relating to such Union 401K Plan, its trustee(s) or the accounts of individuals under the Union 401K Plan (except for any claim arising from the Company's failure to pay the amounts



described in this subparagraph (v) to the Union 401K Plan);

- (vi) the Company makes use of individuals on a “daily” or “freelance” basis because of production demands which could not be timely met by fully utilizing Employees or because of creative needs or decisions as determined by the Company;
- (vii) if any such individual works in excess of 1,800 hours for the Company in any Contract Year, such individual shall become an Employee in accordance with the terms of this Agreement; provided, however, that, in consideration of the Company’s agreement to hire as an Employee an individual who worked on a “daily” or “freelance” basis pursuant to the requirements of Section 6.1(b) above, the parties agree that this Section 7.1(c)(vii) shall not apply during the term of this Agreement;
- (viii) the Company in good faith uses reasonable efforts to ensure that the use of “daily” or “freelance” individuals does not displace any Employee or unreasonably deny any Employee access to facilities essential to such Employee’s job function;
- (ix) the Company agrees to meet with the Union on a semi-annual basis to discuss “daily” or “freelance” work assignments at the Company and any problems or disputes arising out of such assignments and to provide the Union with a written report, on a monthly basis, with respect to the “daily” or “freelance” work assignments at the Company during the preceding one (1) month (it being understood that each such report shall be one (1) month behind so that, for example, the report for October 2023 will be issued by December 1, 2023);
- (x) the Company shall pay such individuals hired on a “daily” or “freelance” basis additional amounts as detailed in Exhibit H if such

individuals meet the applicable eligibility requirements and thresholds set forth in Exhibit H;

- (xi) the Company shall provide any such individual (other than a Production Trainee or Production Trainee - Replay Operator) hired on a "daily" or "freelance" basis who works more than 125 Days in a Contract Year (or, for the 2023 Contract Year, worked more than 125 Days between January 1, 2022 and December 31, 2022) and has an annual base salary rate as of the day before the start of the applicable Contract Year that exceeds the minimum salary for such individual's job as set forth in Exhibit G, a four percent (4%) increase in his Base Salary during the 2023 Contract Year, a three and one-quarter percent (3.25%) increase if the following Contract Year is in 2024 or 2025, and a three percent (3%) increase if the following Contract Year is in 2026;
- (xii) following the completion of five (5) full years of employment with the Company, with a minimum of one hundred and twenty-five (125) days worked in each Contract Year, individuals hired on a "daily" or "freelance" basis will receive a Loyalty Bonus at the end of each Contract Year thereafter wherein the individual works at least one hundred and twenty-five (125) days, in the following amounts: (a) for the Loyalty Bonus paid for the sixth (6th) through tenth (10th) years of the individual's employment, one percent (1.00%) of the individual's gross Company earnings during the Loyalty Bonus Year (as defined below) for which the Loyalty Bonus is paid; (b) for the Loyalty Bonus paid for the eleventh (11th) through fifteenth (15th) years of the individual's employment, one and one-quarter percent (1.25%) of the individual's gross Company earnings during the Loyalty Bonus Year for which the Loyalty Bonus is paid; (c) for the Loyalty Bonus paid for the sixteenth (16th) through twentieth (20th) years of the

individual's employment, one and one-half percent (1.50%) of the individual's gross Company earnings during the Loyalty Bonus Year for which the Loyalty Bonus is paid; and (d) for the Loyalty Bonus paid for the twenty-first (21st) year of the individual's employment or thereafter, two percent (2.00%) of the individual's gross Company earnings during the Loyalty Bonus Year for which the Loyalty Bonus is paid. Loyalty Bonus payments will be made on or before December 31 of the Contract Year for which they are awarded. The Loyalty Bonus Year will be from December 1 of the immediately prior Contract Year through November 30 of the Contract Year in which the Loyalty Bonus is paid; and

- (xiii) paid sick days will be provided to individuals hired on a "daily" or "freelance" basis in accordance with Company policy applicable to other individuals outside of the Bargaining Unit employed by the Company on a daily or project basis; and

(d) to transfer or subcontract any work or functions covered by this Agreement and being performed by Employees in the Bargaining Unit, or to which Employees are entitled to under the terms of this Agreement, to persons and/or entities outside of the Bargaining Unit even if any Employees qualified to perform the work at issue are on layoff status or would be laid off because of the performance of Unit work by other than Employees, provided that if an Employee who is qualified to perform the work at issue is laid off as a result of such transfer or subcontracting of work or functions, then, regardless of whether such laid off Employee qualifies for Enhanced Severance (as defined in Section 9.2(a) below), such laid off Employee shall nonetheless receive Enhanced Severance.

Individuals who are employed on a "daily" or "freelance" basis (irrespective of whether they are members or are required to become members of the Union) shall not receive the benefit of any provision of this Agreement applicable to Employees (e.g., premium pay for short-term turnaround and shift differential, termination for cause provisions) unless and until such individuals become Employees pursuant to the

provisions of this Section 7.1; provided, however, that such individuals will be entitled to receive an additional one-half (1/2) hour's straight-time pay for each hour worked if such individual is required by the Company to work on a holiday consistent with the terms of Section 4.3(a) below as such Section applies to Employees.

**Section 7.2**

Upon receipt by the Company of written notice from the Union that an individual who has been hired on a "daily" or "freelance" basis becomes in non-compliance with the requirements of Section 7.1(c)(i) above, the Company will, within three (3) business days after receiving such notice, in turn notify the individual listed in such notice. If such individual does not make the required tender within two (2) weeks after notification by the Company and the Union notifies the Company in writing of such continued failure to make the required tender, he will thereupon be discharged by the Company. The Union shall indemnify and save the Company and each of its affiliated entities harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees) that might arise out of or by the reason of action taken by the Company for the purpose of complying with the provisions of this Section and Section 7.1(c).

**Section 7.3**

Except as otherwise permitted by this Agreement, the Company is expressly prohibited from treating any Employee covered by this Agreement as an outside or independent contractor when such Employee performs the normal duties of an Employee covered by this Agreement.

**Section 7.4**

Except as may be permitted by this Agreement, the Company itself shall not, nor shall it permit anyone to use its premises, facilities, or equipment owned, operated or controlled by it in any manner which substantially affects or changes the work, duties or working conditions of Employees in the Bargaining Unit who are assigned to the work involved. If the Company desires to do any of the foregoing, the Company will negotiate with the Union as to the work performed, the wage rate to be paid therefore, and the wage rate of other jobs filled by Employees which are made more onerous or difficult thereby. The new rate or rates shall be effective as of the date when the work was first performed. The Union agrees that the operations of the Company shall not be interrupted pending agreement upon the matters under negotiation in accordance with the provisions of this

Section. Notwithstanding the above restrictions, the Company reserves the right to do the following without incurring any obligation to reach a new Agreement with the Union: rent or lease its premises or equipment to the extent that the premises or equipment are not being fully utilized for Company work.

**Section 7.5**

Consistent with the Company's long-standing policy, the Company shall give first consideration to the skills, talent and background of current Employees for all productions of the Company, and shall make every reasonable attempt to use such Employees to fill any position associated with such productions; provided, however, that nothing contained herein shall obligate the Company to use Employees in connection with such productions.

**ARTICLE VIII**

**MEAL PERIODS**

**Section 8.1**

The Company may require when necessary an Employee to forego his meal break. In such event the Employee shall be allowed to eat his meal on duty and time spent eating will be considered time fully worked. Except as provided elsewhere herein, Employees' meal periods shall be of sixty (60) minutes duration.

**Section 8.2**

(a) Subject to Section 20 and Sections 8.2(b) and (c) below, in the event an Employee remains on duty for a period longer than ten (10) hours, a second (2nd) meal period of thirty (30) minutes will be scheduled no earlier than four (4) elapsed hours from the end of the first (1st) meal period and not later than his twelfth (12th) hour of tour and such Employee shall be entitled to a meal allowance of fifteen dollars (\$15.00). An additional meal period of thirty (30) minutes shall be scheduled for the first (1st) two (2) hour period of work beyond the twelfth (12th) hour of work and for each three (3) hour period of work beyond the fourteenth (14th) hour of work and, with respect to each such additional period, such Employee shall be entitled to an additional meal allowance of fifteen dollars (\$15.00). Thus, an Employee shall be entitled to a total minimum meal allowance of forty-five dollars

(\$45.00) for all meal periods combined for a tour of duty of seventeen (17) hours in the aggregate.

- (b) Notwithstanding Section 8.2(a) above, an Employee shall not be entitled to a meal allowance with respect to any thirty (30) minute meal period scheduled pursuant to Section 8.2(a) during which the Company has made food available to such Employee (e.g., brought-in food or arranged for catering) during such meal period.
- (c) Notwithstanding Sections 8.2(a) and (b) above, in the event that the Company requires an Employee in the Associate Video Coordinator, Video Coordinator, Senior Video Coordinator, Finishing Editor and Senior Finishing Editor classifications to forego his meal break, such Employee will receive a stipend of twenty dollars (\$20).

## **ARTICLE IX**

### **SENIORITY, LAYOFF, REHIRS**

#### **Section 9.1**

Seniority (a) Company Seniority is measured by the length of service with the Company and is the controlling factor with respect to length of vacation and all other relations with the Company unless specified otherwise herein; (b) Unit Seniority is measured by length of service accumulated in job classifications covered by this Agreement and controls preference of vacation; and (c) as among Employees, in each job classification all relationships with the Company shall be governed with regard to Seniority provided the Employee is qualified to do the work.

#### **Section 9.2**

(a) Layoffs - When layoffs (reduction in force) of Employees are to be made, the Company shall give the Union at least two (2) weeks written notification of any such impending layoffs specifying the reason or reasons for such reduction in staff. Employees in the classification affected will be laid off (i) after expiration of such two (2) week written notification period with an additional two (2) weeks notice or two (2) weeks pay in lieu of notice, or (ii) prior to expiration of the two (2) week written notification period with payment for the number of days that equal the difference between the number of work days elapsed since such notification and twenty (20) days (the applicable payment received pursuant

to clause (i) or (ii) of this Section 9.2(a) shall be referred to herein as "Basic Severance"). In each job classification the Company may lay off Employees in reverse order of Unit Seniority, provided the Employee is qualified to do the work.

(b) Notwithstanding anything to the contrary contained in this Agreement (including Sections 9.1 and 9.2(a) above), the Company may lay off Employees without regard to Unit Seniority as long as it pays any Employee within a particular classification who is qualified to do the work at issue and is laid off not in accordance with reverse Unit Seniority order (the more senior Employee that is so laid off shall be referred to herein as a "Laid Off Senior Employee") Enhanced Severance (as defined in the next sentence). "Enhanced Severance" for a Laid Off Senior Employee shall mean an amount equal to (i) Basic Severance plus (x) with respect to any Laid Off Senior Employee who has been employed by the Company for less than ten (10) years, two (2) weeks of such Laid Off Senior Employee's then-current Base Salary or Minimum Guarantee (if applicable) for each year that such Laid Off Senior Employee was an employee of the Company and (y) with respect to any Laid Off Senior Employee who has been employed by the Company for ten (10) or more years, three (3) weeks of such Laid Off Senior Employee's then-current Base Salary or Minimum Guarantee (if applicable). Notwithstanding anything to the contrary in this Agreement, any Employee who is otherwise entitled to receive Enhanced Severance may only receive such Enhanced Severance if he executes the standard form of release agreement required by the Company.

(c) Accrued seniority at the time of layoff will remain in force during layoff for a period of one (1) year. If, however, a vacancy within a particular classification should later occur in the staff within one (1) year from the start of a former Employee's layoff and the Company decides to fill such vacancy, such former Employee shall be offered the opportunity of filling such vacancy, if he is qualified to perform the job function. Written notice of recall shall be sent to such former Employee at his last known home address, and the former Employee shall report to work within ten (10) days from the date such notice is sent or shall forfeit any rights hereunder.

## **ARTICLE X**

### **LEAVE OF ABSENCE AND SICK LEAVE**

- Section 10.1** An Employee shall be entitled to a leave of absence for up to six (6) months for serious illness or injury. The Company shall consider in good faith any request to extend such a leave of absence.
- Section 10.2** The Company shall, upon written application from an Employee, grant a leave of absence for the sole purpose of remaining at home to care for the Employee's newborn or newly adopted child in accordance with the requirements of the federal Family Medical Leave Act and applicable state law.
- Section 10.3** The Company may, in its discretion, grant personal leaves of absence.
- Section 10.4** A regular Employee will be granted a three (3) day leave of absence with pay in the event of a death or serious illness in his immediate family, (parents, parents-in-law, husband, wife, children, brothers, sisters, and grandparents). The Company will consider in good faith any request for a leave of absence with pay for up to three (3) days in the event of a death or serious illness of a brother-in-law or sister-in-law. For other justifiable personal reasons which cannot be attended to outside of working hours, the Company shall give serious consideration to granting leaves of absence of up to ten (10) days per year with or without pay.
- Section 10.5** Employees who must serve a tour of active duty with the Reserves or National Guard will receive the difference between their military pay and their base pay for a period of up to two (2) weeks of such service in each year. The two (2) weeks leave of absence for active duty may be taken in addition to any vacation. In the event of a National Emergency, an Employee who is placed on active duty shall be granted an unpaid leave.
- Section 10.6** An Employee who has utilized his available Personal Days under Section 4.2 may make a request for personal time off without pay but only upon three (3) weeks prior notice to the Company. The Company will give the request reasonable consideration.



**Section 10.7**

- (a) An Employee who is required by law to serve on a jury or to appear as a witness, under subpoena, shall be excused from his regularly scheduled shift without loss of pay for the time he is actually required to miss from said shift (i) up to a maximum of ten (10) workdays in any one (1) calendar year or (ii) for as long as he is required to serve on a jury or to appear as a witness, provided that the Company receives a written request from the court or counsel requesting the Employee's service or appearance for more than ten (10) workdays.
- (b) To qualify for the civic duty pay described in Section 10.7(a) above, the Employee must (i) return to work if released more than two (2) hours prior to the end of his shift and (ii) reimburse the Company the jury pay or subpoena fee which he received. Where the Employee is on night shift, he shall be excused from that night shift without loss of pay for an amount of time equal to that served during the day in question; except that if he was required to serve on such civic duty for six (6) or more hours, he shall be excused for the entire night shift. Upon the Company's request, the Employee shall request a deferral of jury duty for business reasons.

**Section 10.8**

An Employee shall be granted ten (10) paid working days leave because of illness in a calendar year. Unused sick leave shall be accumulated for a period not to exceed a total of one hundred and twenty (120) working days, it being understood that no more than five (5) unused sick days with respect to a calendar year during the term may be carried over into an Employee's bank of accumulated sick leave. Such accumulated sick leave may be used only for an illness or injury that, in the reasonable opinion of a physician, causes the Employee to miss more than ten (10) working days in a calendar year. Upon the reasonable request of an Employee, the Company shall provide the Employee with information regarding his accumulated sick leave.

**Section 10.9**

Seniority shall continue to accrue for all purposes during a leave of absence authorized under this Article except for a personal leave; provided, however, that vacation, personal or sick leave shall not continue to accrue during a leave of absence.

## **ARTICLE XI**

### **DISCHARGES**

**Section 11.1** The Employer shall have the right to discharge any Employee for just cause. The Company will notify the Union and the Designated Executive Board Member and the Designated Shop Steward prior to conducting a meeting to discharge an Employee and will permit the Employee to be represented by the Union at such meeting. Except in the case of an Employee who is discharged for willful misconduct, the dismissal shall be preceded by two (2) weeks' notice thereof or two (2) weeks' pay in lieu of such notice. If the Union believes any such discharge to be unjustified and states so in a timely writing submitted to the Company, the matter shall be considered a grievance and shall be handled in accordance with Article XIII of this Agreement.

## **ARTICLE XII**

### **TRAVEL AND USE OF COMPANY VEHICLES**

**Section 12.1** The Company will not cause or require any Employee covered by this Agreement to utilize any vehicle for Company business that is not owned, leased, or rented and insured by the Company. If an Employee with mutual agreement with the Company uses his personal vehicle for Company business, that Employee will be reimbursed at the higher of (i) the rate of sixty-two and one-half cents (62.5¢) per mile, (ii) such reimbursement rate as the Company may provide to employees of the Company or NBAP or (iii) the minimum reimbursement rate required by law. Whenever an Employee's schedule requires use of his personal vehicle that Employee will be reimbursed for mileage, tolls and parking expenses but not for fuel, maintenance, insurance or any fines.

**Section 12.2** The Company will keep in force comprehensive automobile liability insurance for bodily injury or property damage arising out of the use of Company owned vehicles or privately-owned vehicles owned by third parties used on Company business, provided that the operator is employed by the

Company and is authorized to use the Company vehicle or his own vehicle for Company business by a representative of management.

**Section 12.3**

- (a) When traveling to, or from, an out-of-town assignment, an Employee shall be entitled to count as working time only the time actually spent traveling to, or from, such assignment; provided, however, that in no event shall an Employee be credited with less than: (i) eight (8) hours, if such Employee works a five (5) day week and travels on a normally scheduled work day, (ii) ten (10) hours, if such Employee works a four (4) day week and travels on a normally scheduled work day, (iii) six (6) hours, if such Employee is not a Senior Producer, Producer or Associate Producer and travels on a day other than a normally scheduled work day, or (iv) four (4) hours, if such Employee is a Senior Producer, Producer or Associate Producer and travels on a day other than a normally scheduled work day.
- (b) Without limiting the effect of Section 12.3(a) above, upon the request of the Company, an Employee shall provide documentation sufficient to verify all travel made in connection with such assignment (e.g., taxi receipts, daily rental car mileage diaries, airline boarding passes). In the event that an Employee is unable to provide documentation sufficient to verify all or some portion of his travel, he shall be entitled to count as working time only the time normally required to complete such travel.
- (c) When on an out-of-town assignment, an Employee shall be entitled to count as working time only the time actually spent working on, or traveling to or from, the assignment. The tour of an Employee who is on an out-of-town assignment shall start no earlier than the time he is scheduled to leave his hotel or other accommodation for the assignment.

**Section 12.4**

- (a) An Employee shall be reimbursed in accordance with Company policies and procedures for reasonable, ordinary expenses actually incurred in connection with out-of-town assignments, provided that such expenses are documented and submitted to the Company.

- (b) Notwithstanding anything to the contrary in this Section, an Employee shall not be entitled to an expense reimbursement with respect to any meal for which the Company has made food available to such Employee (e.g., brought-in food, bought meal or arranged for catering) for such meal.

**Section 12.5** All expense payments made by the Company under this Agreement shall be subject to all applicable regulations (including, but not limited to, Internal Revenue Service regulations) regarding such payments made to employees.

### **ARTICLE XIII**

#### **GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 13.1** A grievance is defined as a difference between the Company and the Union or an Employee or an individual employed on a "daily" or "freelance" basis with respect to the interpretation or application of an express provision of this Agreement. All grievances shall be resolved exclusively in accordance with the procedures set forth in this Article.

**Section 13.2** Grievances involving the discharge, suspension or layoff of an Employee must be presented in the Second Step of the grievance procedure described in this Section. All other grievances must be presented in the First Step of the grievance procedure.

**Section 13.3** The Company agrees, if requested by the Union, to meet once a quarter for the purpose of discussing any grievance. No grievance may be filed more than fifteen (15) business days after the date of occurrence upon which the grievance is based, or more than fifteen (15) days after the facts of the matter become known or reasonably should have become known to the party initiating the grievance, whichever is later. Grievances involving a condition and/or situation may be filed at any time up until the end of the fifteenth (15th) business day after the condition and/or situation ceased to exist. Any unresolved grievance which is not appealed to the next succeeding step as specified herein will be deemed abandoned. A grievance which has been abandoned shall not be deemed to be a settlement of an arbitral determination adverse to the grieving party; the grieving party shall be deemed to have protested the incident or incidents upon

which the closed grievance was based, but shall not be deemed to have filed a formal grievance relating thereto and may not file a subsequent grievance based upon such specific incident or incidents.

#### **Section 13.4**

Subject to the provisions of Section 13.2, grievances shall be taken up in the following manner:

**Step One:** The Employee and/or Shop Steward shall orally discuss the grievance with the immediate Supervisor in the department involved. The Supervisor shall reply to the grievance by the end of the fourth (4th) calendar day after the day of the oral presentation to him, and such reply will be given to the Union and the Employee involved.

**Step Two:** If the grievance is not satisfactorily adjusted in Step One, the Union shall, within seven (7) calendar days, request in writing a meeting with the Company, and such a request shall include a copy of the grievance which shall have been reduced to writing on a standard grievance form signed by the Employee involved, or the Shop Steward, and dated. A meeting will be held within fourteen (14) calendar days of the request unless the parties have agreed to schedule it otherwise.

Either the Company or the Union may request the attendance of a Staff Representative of the Sector Office of the Union at such meeting to help resolve the grievance. Within seven (7) calendar days after the day of such meeting, the Company shall give its reply in writing to the Shop Steward.

**Step Three:** If the grievance is not satisfactorily adjusted in Step Two, then either party may, by written notice to the other within ten (10) calendar days after receipt of the written reply to Step Two, refer the grievance to an impartial arbitrator selected in the manner hereinafter provided. The parties will attempt to select an arbitrator, and if they fail to agree upon an arbitrator within seven (7) calendar days, then either party may request that the American Arbitration Association select an arbitrator by delivering a signed written notice to that effect directed to the other party and to the American Arbitration Association. The grievance shall then be subject to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The arbitrator selected shall have authority only to interpret and apply the

provisions of this Agreement to the extent necessary to decide the submitted grievance and shall not have authority to add or detract from or alter in any way the provisions of the Agreement. The arbitrator's award shall be final and binding upon the Company, the Union and all Employees. The fees and expenses of the arbitrator shall be shared equally by the Company and the Union.

**Section 13.5** The Shop Stewards referred to in this Agreement shall be Employees of the Company. Within seven (7) calendar days of an inquiry by the Company, the Union must furnish the Company with the names of the Shop Stewards and specify the specific classification(s) the Shop Stewards represent.

**Section 13.6** The Shop Stewards will be permitted, upon obtaining permission of their supervisor (which permission shall not be unreasonably withheld), to discuss grievances in the first two (2) steps of the grievance procedure with the Company representatives, provided that such discussions are not conducted during working hours.

**Section 13.7** Any agreement for the extension of a time period prescribed by this Article must be made in a writing signed by the Union and the Company.

**Section 13.8** The parties shall establish a joint committee of management representatives and at least one (1) representative, who shall be the Shop Steward, from each job classification in the Bargaining Unit to discuss working conditions, Employee complaints and any other matters of interest to the parties. Such Committee shall meet at least once a month whenever practicable. If the parties are unable to resolve any issue discussed at a joint Committee meeting, such issues may be submitted as a grievance in accordance with Article XIII, except that, with respect to those issues, time limitations (if any) shall begin to run as of the first business day following the conclusion of the meeting. The President of Local 11 of the Union (or his designee) may attend the meetings of this joint committee.

#### **ARTICLE XIV**

##### **INSURANCE COVERAGE AND RETIREMENT PLAN BENEFITS**

**Section 14.1** The Company will pay premiums for Employees and their dependents for health and dental insurance in accordance

with Company policy which shall be substantially similar to the policy of NBAP with respect to its staff employees. Without limiting the effect of the foregoing, Employees shall be required to make co-payments or premium payments only to the extent that staff employees of NBAP are required to make such payments. Subject to the provisions of the relevant insurance policy, there will be no waiting period for the eligibility of new Employees.

- Section 14.2** The Company agrees to provide life insurance coverage for each Employee in accordance with Company policy which shall be substantially similar to the policy of NBAP with respect to its staff employees.
- Section 14.3** The Company will provide a retirement plan for Employees covered by this Agreement in accordance with Company policy which shall be substantially similar to the policy of NBAP with respect to its staff employees.
- Section 14.4** In the event that the Company provides an optical plan for employees of NBAP and their dependents, such plan shall be made available to Employees and their dependents on the same terms and conditions.

## **ARTICLE XV**

### **WAIVERS**

- Section 15.1** Except as provided elsewhere herein, neither the Company nor any Employee or group of Employees shall have the right to modify or waive any provisions of this Agreement.

## **ARTICLE XVI**

### **TRAINING AND EDUCATION**

- Section 16.1** The Company will offer appropriate training that it determines, in its reasonable discretion, will enable Employees to gain expertise on any and all new equipment relating to the performance of their duties. Consistent with the foregoing, the Company will provide non-linear training for all Employees that are promoted to Editor.

**Section 16.2** At the Company's discretion, it may reimburse Employees the cost of tuition for education courses taken for career and self-improvement.

## **ARTICLE XVII**

### **UNION BULLETIN BOARD**

**Section 17.1** The Company shall provide a bulletin board for all studios and other work locations covered by this Agreement for Union bulletins, notices and business. Job openings that are posted in accordance with Company policy shall be posted on the Union bulletin board or on the Company's computer system in accordance with Company policy.

## **ARTICLE XVIII**

### **MANAGEMENT RIGHTS**

**Section 18.1** The Union recognizes that subject only to the express provisions of this Agreement, the supervision, management and control of the Company business and operations are exclusively the function of the Company.

## **ARTICLE XIX**

### **MISCELLANEOUS**

**Section 19.1** The Company, as necessary and appropriate, will provide Employees with official working media credentials required to carry out their duties.

## **ARTICLE XX**

### **COMPENSATION SYSTEMS**

**Section 20.1** Senior Producer, Producer, Associate Producer, Senior Editor, Finishing Editor and Senior Finishing Editor Minimum Guarantees

- (a) With respect to the first year of the Agreement (January 1, 2023 through December 31, 2023; such



period, as well as each successive period from January 1 through December 31 covered by the Agreement, shall be referred to as a "Contract Year"), each Employee employed by the Company as of the effective date of this Agreement as a Senior Producer, Producer, Associate Producer or Senior Editor shall be paid on the basis of an annual amount that shall be calculated using the greater of (i) \$138,332 in the case of a Senior Producer, \$113,281 in the case of a Producer, \$84,962 in the case of an Associate Producer, \$84,962 in the case of a Senior Editor, \$116,788 in the case of a Finishing Editor and \$152,720 in the case of a Senior Finishing Editor (in each such case, the "Starting Level") or (ii) in the event that such Employee was employed by the Company for the entirety of the period from January 1, 2022 through December 31, 2022 (the "Prior Annual Period") and received a year-end performance review rating of at least "Successful" (i.e., meets Company performance standards or its equivalent under Company policy then in effect) for such Prior Annual Period, 103.5% of such Employee's Prior Amount (as defined below) for such Prior Annual Period (or, subject to subsection (g) below, 103.5% of such Employee's Base Salary (as defined below) for such Prior Annual Period, if such Employee was promoted into the Associate Producer classification as of January 1, 2023 after being employed as an Editor for the entirety of the Prior Annual Period) (such greater amount of (i) or (ii) as applicable, shall be referred to herein as the "Minimum Guarantee"). The "Prior Amount" shall mean the total compensation received by such Employee in the Prior Annual Period, exclusive of overtime, Miscellaneous Compensation and bonuses.

- (b) With respect to each Contract Year of the Agreement following the 2023 Contract Year:
  - (i) the Minimum Guarantee for an existing Senior Producer, Producer, Associate Producer, Senior Editor, Finishing Editor or Senior Finishing Editor who receives a year-end performance review rating for the preceding Contract Year of at least "Meets Company Performance Standards" (or its

equivalent under Company policy then in effect) shall equal not less than 103.0% of the Minimum Guarantee such Employee received for the immediately preceding Contract Year; and

- (ii) the Minimum Guarantee for a newly-hired or promoted Senior Producer, Producer, Associate Producer, Senior Editor, Finishing Editor or Senior Finishing Editor shall equal not less than the Starting Level, increased by 3.0% each Contract Year so that the starting level for each such classification in each Contract Year shall be as follows:

(A) <u>Senior Producers:</u>	<u>Starting</u>
<u>Contract Year Beginning</u>	<u>Level</u>
1/1/2023	\$138,332
1/1/2024	\$142,482
1/1/2025	\$146,756
1/1/2026	\$151,159

(B) <u>Producers:</u>	<u>Starting</u>
<u>Contract Year Beginning</u>	<u>Level</u>
1/1/2023	\$113,281
1/1/2024	\$116,679
1/1/2025	\$120,180
1/1/2026	\$123,785

(C) <u>Associate Producers:</u>	<u>Starting</u>
<u>Contract Year Beginning</u>	<u>Level</u>
1/1/2023	\$84,962
1/1/2024	\$87,511
1/1/2025	\$90,136
1/1/2026	\$92,840

(D) <u>Senior Editors:</u>	<u>Starting</u>
<u>Contract Year Beginning</u>	<u>Level</u>
1/1/2023	\$84,962
1/1/2024	\$87,511
1/1/2025	\$90,136
1/1/2026	\$92,840

(E) <u>Finishing Editors:</u>	<u>Starting</u>
<u>Contract Year Beginning</u>	<u>Level</u>

1/1/2023	\$116,788
1/1/2024	\$120,292
1/1/2025	\$123,901
1/1/2026	\$127,618

(F) <u>Senior Finishing Editors:</u>	<u>Starting</u>
<u>Contract Year Beginning</u>	<u>Level</u>
1/1/2023	\$152,720
1/1/2024	\$157,302
1/1/2025	\$162,021
1/1/2026	\$166,882

- (c) The Minimum Guarantee of any Senior Producer, Producer, Associate Producer, Senior Editor who is (or was) employed by the Company for less than a full Contract Year shall be pro-rated to ensure that such Minimum Guarantee, and the Company's obligation to any such Employee, is based solely on the portion of the Contract Year that the person was employed by the Company.
- (d) The Minimum Guarantee of each Senior Producer, Producer, Associate Producer, Senior Editor, Finishing Editor and Senior Finishing Editor shall be paid over the course of the Contract Year in accordance with the Company's payroll schedule. Notwithstanding anything to the contrary contained herein, in the event that the employment of an Employee in any such classifications expires or is terminated during a Contract Year, the Company shall not be obligated to pay such Employee any remaining amount of such Employee's Minimum Guarantee for such Contract Year from the date such Employee's employment by the Company ends.
- (e) With respect to each Contract Year, any overtime, "holiday pay" compensation, "meal allowance" compensation and compensation pursuant to Exhibit H (such "holiday pay", "meal allowance" compensation and compensation pursuant to Exhibit H shall be collectively referred to as "Miscellaneous Compensation") earned by a Senior Producer, Producer, Associate Producer, Senior Editor or Videotape Coordinator shall be: (i) based upon the number of hours credited to such Employee in accordance with the terms of this Agreement and the

Employee's then-current Base Salary (as defined and adjusted in accordance with Section 20.4 below) and (ii) credited against the Minimum Guarantee for such Contract Year until the sum of the Employee's then-current Base Salary and overtime and Miscellaneous Compensation earned for the Contract Year equals the Minimum Guarantee for such Contract Year, at which time any subsequent overtime or Miscellaneous Compensation earned by the Employee during such Contract Year shall be paid in accordance with Company procedures.

- (f) Intentionally omitted.
- (g) Notwithstanding anything to the contrary contained herein, any Employee that is promoted from Editor to Associate Producer or Senior Editor as of January 1 of a Contract Year shall receive a Minimum Guarantee for such Contract Year that is not less than the greater of (i) the Starting Level for Associate Producers for such Contract Year and (ii) eighty-five percent (85%) of such Employee's total compensation (i.e., Base Salary, overtime and Miscellaneous Compensation) in the immediately preceding Contract Year (or, with respect to the 2023 Contract Year, in the period from the Prior Annual Period).
- (h) Intentionally omitted.

**Section 20.2** Intentionally omitted.

**Section 20.3** Intentionally omitted.

**Section 20.4** Senior Producer, Producer, Associate Producer, Senior Editor, Finishing Editor and Senior Finishing Editor Base Salary

- (a) Any Employee employed by the Company during the term of the Agreement as a Senior Producer, Producer, Associate Producer or Senior Editor shall be compensated on the basis of an annual wage ("Base Salary") in the corresponding Contract Year equal to the following applicable amount:
  - (i) Senior Producers:  

<u>Contract Year Beginning</u>	<u>Base Salary</u>
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1/1/2023	\$88,662
1/1/2024	\$89,992
1/1/2025	\$91,342
1/1/2026	\$92,712

(ii)	<u>Producers:</u>	
	<u>Contract Year Beginning</u>	<u>Base Salary</u>
	1/1/2023	\$72,470
	1/1/2024	\$73,557
	1/1/2025	\$74,660
	1/1/2026	\$75,780

(iii)	<u>Associate Producers:</u>	
	<u>Contract Year Beginning</u>	<u>Base Salary</u>
	1/1/2023	\$60,539
	1/1/2024	\$61,447
	1/1/2025	\$62,368
	1/1/2026	\$63,304

(iv)	<u>Senior Editors:</u>	
	<u>Contract Year Beginning</u>	<u>Base Salary</u>
	1/1/2023	\$60,539
	1/1/2024	\$61,447
	1/1/2025	\$62,368
	1/1/2026	\$63,304

(v)	<u>Finishing Editors:</u>	
	<u>Contract Year Beginning</u>	<u>Base Salary</u>
	1/1/2023	\$75,575
	1/1/2024	\$76,709
	1/1/2025	\$77,859
	1/1/2026	\$79,027

(iv)	<u>Senior Finishing Editors:</u>	
	<u>Contract Year Beginning</u>	<u>Base Salary</u>
	1/1/2023	\$98,828
	1/1/2024	\$100,310
	1/1/2025	\$101,815
	1/1/2026	\$103,342

- (b) The applicable Base Salary of any Employee who is hired or promoted during a Contract Year to be a Senior Producer, Producer, Associate Producer or Senior Editor shall be pro-rated to ensure that the portion of the Employee's Base Salary attributed to the Employee's new position is based solely on the

portion of the Contract Year that the Employee served in such new position.

- (c) The amount of any overtime earned by a Senior Producer, Producer, Associate Producer or Senior Editor in any workweek in accordance with the terms of this Agreement shall be based on that Employee's then-current Base Salary.
- (d) With mutual consent, the Company may modify the title of any Senior Producer to more accurately reflect his specific responsibilities, provided that no right or obligation of either party under this Agreement (including those under Article VI) shall be enlarged, reduced or affected as a result of any such modification.

## **Section 20.5**

Senior Video Coordinator, Video Coordinator, Associate Video Coordinator, Editor, Senior Production Assistant, Senior Production Assistant - Replay Operator, Production Assistant, Production Trainee and Production Trainee - Replay Operator Compensation

- (a) With respect to each Contract Year:
  - (i) The annual salary adjustment for each Employee who remains employed by the Company in the same capacity – as a Senior Video Coordinator, Video Coordinator, Associate Video Coordinator, Editor, Senior Production Assistant, Senior Production Assistant - Replay Operator, Production Assistant, Production Trainee, or Production Trainee - Replay Operator (as the case may be) -- as in the preceding Contract Year (or as in the Prior Annual Period with respect to the 2023 Contract Year) shall be determined by the Company in good faith to reward and encourage outstanding achievement, performance and effort, provided that each Employee shall receive, in any event, a Base Salary for the 2023 Contract Year equal to at least 103.5% of the Base Salary such Employee received for the Prior Annual Period, and for all other Contract Years a Base Salary equal to at least 103.0% of the

Base Salary such Employee received for the immediately preceding Contract Year.

- (ii) An Employee who was not employed by the Company in the same capacity -- as a Senior Video Coordinator, Video Coordinator, Associate Video Coordinator, Editor, Senior Production Assistant, Senior Production Assistant - Replay Operator, Production Assistant, Production Trainee, or Production Trainee - Replay Operator (as the case may be) as the preceding Contract Year, or the Prior Annual Period in the case of the 2023 Contract Year (i.e., the Employee has been recently hired or promoted) shall receive a Base Salary in the corresponding Contract Year of the Agreement equal to the following applicable amount:

(A) Senior Video Coordinators:

<u>Contract Year Beginning</u>	<u>Base Salary</u>
1/1/2023	\$87,033
1/1/2024	\$89,644
1/1/2025	\$92,333
1/1/2026	\$95,103

(B) Video Coordinators:

<u>Contract Year Beginning</u>	<u>Base Salary</u>
1/1/2023	\$76,085
1/1/2024	\$78,367
1/1/2025	\$80,718
1/1/2026	\$83,140

(C) Associate Video Coordinators:

<u>Contract Year Beginning</u>	<u>Base Salary</u>
1/1/2023	\$60,343
1/1/2024	\$62,153
1/1/2025	\$64,017
1/1/2026	\$65,938

(D) Editors:

<u>Contract Year Beginning</u>	<u>Base Salary</u>
1/1/2023	\$73,413
1/1/2024	\$75,615
1/1/2025	\$77,883
1/1/2026	\$80,220

(E) Senior Production Assistants:

<u>Contract Year Beginning</u>	<u>Base Salary</u>
1/1/2023	\$53,321
1/1/2024	\$54,921
1/1/2025	\$56,568
1/1/2026	\$58,265

(F) Senior Production Assistants -  
Replay Operator:

<u>Contract Year Beginning</u>	<u>Base Salary</u>
1/1/2023	\$53,321
1/1/2024	\$54,921
1/1/2025	\$56,568
1/1/2026	\$58,265

(G) Production Assistants:

<u>Contract Year Beginning</u>	<u>Base Salary</u>
1/1/2023	\$59,295
1/1/2024	\$61,074
1/1/2025	\$62,906
1/1/2026	\$64,793

(H) Production Trainee:

<u>Contract Year Beginning</u>	<u>Base Salary</u>
1/1/2023	\$56,434
1/1/2024	\$58,127
1/1/2025	\$59,871
1/1/2026	\$61,667

(I) Production Trainee - Replay Operator:

<u>Contract Year Beginning</u>	<u>Base Salary</u>
1/1/2023	\$56,434
1/1/2024	\$58,127
1/1/2025	\$59,871
1/1/2026	\$61,667

- (b) The applicable Base Salary of any Employee who is hired or promoted during a Contract Year to be a Senior Video Coordinator, Video Coordinator, Associate Video Coordinator, Editor, Senior Production Assistant, Senior Production Assistant - Replay Operator, Production Assistant, Production Trainee, or Production Trainee - Replay Operator shall be pro-rated to ensure that the portion of the Employee's Base Salary attributed to the Employee's



new position is based solely on the portion of the Contract Year that the person served in such new position. Notwithstanding anything to the contrary contained herein, in the event that the employment of an Employee in any such classifications expires or is terminated during a Contract Year, the Company shall not be obligated to pay such Employee any remaining amount of such Employee's Base Salary for such Contract Year from the date such Employee's employment by the Company ends.

- (c) With respect to each Contract Year, any overtime or Miscellaneous Compensation earned by a Senior Video Coordinator, Video Coordinator, Associate Video Coordinator, Editor, Senior Production Assistant, Senior Production Assistant - Replay Operator, Production Assistant, Production Trainee, or Production Trainee - Replay Operator shall be: (i) based upon the number of hours credited to such Employee in accordance with the terms of this Agreement and the Employee's then-current Base Salary and (ii) paid in accordance with Company procedures.

**Section 20.6** Intentionally omitted.

**Section 20.7** Bonus Eligibility for all Employees

With respect to each Contract Year, all Employees shall be eligible for bonus payments on terms and conditions as provided generally to employees of the Company not otherwise covered by this Agreement ("Bonuses"). The Company will notify the Union of any material changes made to the bonus payment terms and conditions from the terms and conditions that applied to bonus payments in the immediately preceding Contract Year.

**Section 20.8** Intentionally omitted

**Section 20.9** Intentionally omitted.

**Section 20.10** Intentionally omitted.

**Section 20.11** It shall be the obligation of each Employee to regularly submit to his supervisor (or other designated Company representative) on a timely basis appropriate time sheets and

documentation substantiating claims for overtime and Miscellaneous Compensation. The Company shall not be responsible for any overtime or Miscellaneous Compensation for which the appropriate time sheets and documentation have not been submitted. If through no fault of his own, an Employee's overtime or Miscellaneous Compensation is not submitted to the Company's finance department by the applicable deadline for inclusion in the paycheck in which such amounts would have otherwise been included, the Company will ensure that such Employee is paid such amount of overtime and Miscellaneous Compensation within three (3) business days following the Company's receipt of notice from the affected Employee that the applicable amounts were not included in such paycheck.

**Section 20.12** Intentionally omitted.

**Section 20.13** Adjusting Payments

- (a) By the date that is thirty (30) days after the later of (x) the date the Company received written notice from the Union that this Agreement has been ratified and (y) the date that this Agreement is fully executed (such date that is thirty (30) days after the later of (x) and (y) shall be referred to herein as the "Retroactive Payment Date"), the Company shall be responsible for ensuring that each Senior Producer, Producer, Associate Producer, Senior Finishing Editor and Finishing Editor who has been an Employee since December 31, 2022 and is still an employee on the Retroactive Payment Date has received an amount equal to the difference between (x) the portion of such Employee's Minimum Guarantee for the 2023 Contract Year that he would have received between January 1, 2023 and the Retroactive Payment Date if this Agreement had been executed and ratified on January 1, 2023 and (y) the total compensation that such Employee actually received from the Company between January 1, 2023 and the Retroactive Payment Date.
- (b) By the Retroactive Payment Date, the Company shall be responsible for ensuring that each Senior Editor, Editor, Senior Production Assistant, Senior Production Assistant - Replay Operator, Production Assistant, Production Trainee, Production Trainee - Replay

Operator, Senior Video Coordinator, Video Coordinator and Associate Video Coordinator who has been an Employee since January 1, 2023 and is still an Employee on the Retroactive Payment Date has received an amount equal to the difference between (x) the portion of such Employee's Base Salary for the 2023 Contract Year (and additional overtime and Miscellaneous Compensation payments based on such 2023 Base Salary) that he would have received between January 1, 2023 and the Retroactive Payment Date if this Agreement had been executed and ratified on January 1, 2023 and (y) the total compensation (including, without limitation, Base Salary, overtime payments and Miscellaneous Compensation) that such Employee actually received from the Company between January 1, 2023 and the Retroactive Payment Date.

- (c) By the Retroactive Payment Date, the Company shall be responsible for ensuring that each individual hired on a "daily" or "freelance" basis pursuant to Section 7.1(c) above who has been employed by the Company between January 1, 2023 and the Retroactive Payment Date has received an amount equal to the difference between (x) the payments (based on such individual's Base Salary as determined pursuant to this Agreement and the actual days he worked during such period) that he would have received between January 1, 2023 and the Retroactive Payment Date if this Agreement had been executed and ratified on January 1, 2023 and (y) the total compensation that such individual actually received from the Company between January 1, 2023 and the Retroactive Payment Date. By the Retroactive Payment Date, the Company shall be responsible for ensuring that each individual hired on a "daily" or "freelance" basis pursuant to Section 7.1(c) above who has been employed by the Company between any date that is later than January 1, 2023 (the "Late Freelance Start Date") and the Retroactive Payment Date has received an amount equal to the difference between (x) the payments (based on such individual's Base Salary as determined pursuant to this Agreement and the actual days he worked during such period) that he would have received between the Late Freelance Start Date and the Retroactive

Payment Date if this Agreement had been executed and ratified on the Late Freelance Start Date and (y) the total compensation that such individual actually received from the Company between the Late Freelance Start Date and the Retroactive Payment Date.

**Section 20.14** By March 15 following each Contract Year, the Company will provide the Union with the following information relative to Employee compensation: salary increases from the prior Contract Year, bonuses that were paid to each Employee with respect to the prior Contract Year, overtime and Miscellaneous Compensation paid to each Employee in the prior Contract Year and the new Minimum Guarantee or Base Salary for each Employee in such new Contract Year, as well as performance appraisals for the previous Contract Year, and promotions that became effective as of the first day of such new Contract Year (and the promotions, including the effective dates thereof, that occurred during the prior Contract Year.

**Section 20.15** The Company shall have the right to demote any Employee to a lesser job classification and to reduce such Employee's wages to the rate to which such Employee would have been entitled under this Agreement if he had been employed in such lesser job classification as of his first day of employment with the Company so long as the Employer's decision is not arbitrary and capricious. If the Union believes any demotion to be arbitrary and capricious, the matter shall be considered a grievance and handled as stated in Article XIII of this Agreement.

**Section 20.16** The parties acknowledge that all wages (including, but not limited to, wages for "daily" or "freelance" individuals) listed in this Agreement are the established minimums, and the Company may, at its sole discretion, offer compensation above the contractually obligated minimums at any time. Without limiting the foregoing, based on ability and merit, any Employee (or "daily" or "freelance" individual) is free to seek and obtain a wage rate higher than what is specified in this Agreement, provided that (a) no Section of this Agreement shall be considered waived by virtue of an Employee's (or "daily" or "freelance" individual's) attempt to receive a higher wage or the Company's response thereto, and (b) no dispute between the Company and any Employee (or "daily" or "freelance" individual) over an individual wage

rate shall be considered a grievance or be subject to Article XIII. If such a waiver is desired, it must be negotiated on an individual basis and approved by the Union. Such a waiver shall become an amendment to and part of this Agreement.

**Section 20.17**

- (a) For the purposes of training and/or gaining on-the-job experience, (i) any Editor, Senior Editor, Associate Producer, Producer, Associate Video Coordinator, Video Coordinator, Senior Video Coordinator and Finishing Editor may be assigned for a period not to exceed thirty (30) days in any six (6) month period to perform work in a more highly paid job classification at the Employee's normal rate of pay and (ii) any Production Trainee, Production Trainee - Replay Operator, Production Assistant, Senior Production Assistant, or Senior Production Assistant - Replay Operator may be assigned for a period not to exceed forty (40) days in any six (6) month period to perform work in a more highly paid job classification at the Employee's normal rate of pay. Employees so assigned shall be responsible for completing a daily update log (in the form attached as Exhibit F hereto) and securing the signature of a Union Executive Board member and the appropriate management supervisor (i.e., Senior Producer, Director of Production and Vice President, Business Operations) to such log. Such thirty (30) day or forty (40) day limitation, as the case may be, may be extended by mutual agreement of the Company, the Union and the Employee. In addition, the Company may assign individuals hired on a "daily hire" basis to a more highly paid job classification pursuant to the same parameters contained above that apply to Employees.
- (b) In the event that an Employee is temporarily transferred by the Company to a higher job classification than that to which he is regularly assigned for purposes other than those specified in subsection (a) above (a "Temporary Upgrade"), he shall be paid at the normal wage rate for such higher classification during the tour of duty. In order to verify a Temporary Upgrade for purposes of this subsection, the Employee shall submit appropriate documentation evidencing (i) the Company's request for, or authorization of, an upgrade and (ii) the period of time in which the authorized upgrade tour of duty lasted.

- (c) Any Employee who receives an upgrade to a higher job classification on a full-time basis for any continuous period of four (4) months for reasons other than to replace Employees who are ill, on vacation or on an authorized leave of absence shall be promoted to such higher job classification (a "Permanent Upgrade"). In order to verify a Permanent Upgrade for purposes of this subsection, the Employee shall submit appropriate documentation evidencing (i) the Company's request for, or authorization of, an upgrade and (ii) the period of time in which the authorized upgrade tour of duty lasted. The Company shall not assign work in such manner as to deliberately avoid promoting an Employee to a higher job classification.

**Section 20.18** The Company shall prepare an annual written review of each Employee. The preparer of such annual review shall meet with the Employee to discuss the review. The Company shall provide each Employee with a copy of his review, and he shall have the right to respond to the review in writing.

If the Employee chooses to respond in writing, a copy of such response shall be placed in the Employee's file.

## **ARTICLE XXI**

### **TERM OF AGREEMENT; SEVERABILITY**

**Section 21.1** Provisions of this Agreement shall be effective as of January 1, 2023.

**Section 21.2** The provisions of this Agreement shall be binding upon the Company, its successors, lessees, and assigns.

**Section 21.3** Except as provided in this Section 21, this Agreement shall remain in effect until 12:01 A.M. January 1, 2027. Upon written served notice by either party at least sixty (60) days prior to January 1, 2027, both parties agree to commence negotiations not later than November 15, 2026, for extension or modification of this Agreement for a period to commence 12:01 A.M., January 1, 2027.

- Section 21.4** The Company and the Union agree that the provisions contained in this Agreement comply with applicable law. In the event of any finding, determination or decision by a court or agency that any such provision (or portion thereof) is illegal, void or unenforceable, such provision (or portion thereof) shall be of no force or effect. In such event, either party shall have the right to terminate this Agreement, upon written notice delivered to the other party within thirty (30) days of such finding, determination or decision, effective thirty (30) days from receipt by the other party of such notice.
- Section 21.5** The Union shall keep the financial and other terms of this Agreement confidential such that it will not disclose such terms to any third party other than (i) as may be required at law, (ii) as may be required to effectuate the purposes of this Agreement, (iii) to members of the Union (including to members of other locals within the Union) or (iv) to its accountants, attorneys and advisors. The Union shall also be responsible for ensuring that any individuals to whom it discloses any such information pursuant to the terms hereof shall also keep such information confidential pursuant to the terms hereof. Notwithstanding the foregoing, disclosure to third parties of the existence of this Agreement shall not be a violation of this provision.
- Section 21.6** Governing Law - This Agreement shall be construed and governed under the laws of the State of New York without giving effect to the conflicts of laws provisions thereof, except where federal law may govern.
- Section 21.7** Notices - All notices and other communications required or authorized to be given by either party under this Agreement shall be in writing and shall be deemed to have been given or submitted (i) when delivered by hand to the parties respective representatives identified below; (ii) when transmitted by telecopy and a fax confirmation is received by the sender; or (iii) five (5) days after the date deposited in the mail in certified form, first class, postage prepaid, addressed as follows (or such other address as either party hereto may hereafter specify from time to time by notice to the other party):
- (a) If to the Company:
- NBA Entertainment  
100 Plaza Drive

Secaucus, NJ 07094  
Attn: Kori Davis Porter

(tel) (201) 974-6258  
(email) kdavisporter@nba.com

with a copy to:

NBA Entertainment  
100 Plaza Drive  
Secaucus, NJ 07094  
Attn: David Denenberg

(tel) (201) 974-6191  
(email) ddenenberg@nba.com

(b) If to the Union:

NABET-CWA  
49 West 37th Street, 16th Floor  
New York, NY 10018  
Attn: Local President

(tel) (212) 757-3065  
(email) lmarinaro@nabetlocal11.org

- Section 21.8** No provision of this Agreement may be waived, modified, or altered except by a writing executed by both parties.
- Section 21.9** Failure or delay by either party in exercising any right, power or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege under this Agreement.
- Section 21.10** The parties acknowledge and agree that they have extensively negotiated this Agreement and that this Agreement shall not be automatically construed for or against either party by reason of any ambiguity of any provision herein.



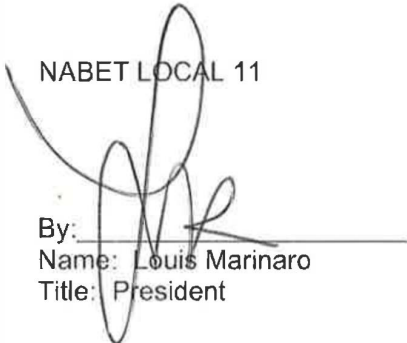

**IN WITNESS WHEREOF**, the parties have hereto affixed their signature on the 13th day of November, 2023.

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

By:   
Name: Charlie Braico  
Title: Sector President

NBA ENTERTAINMENT, A  
DIVISION OF NBA  
PROPERTIES, INC.

DocuSigned by:  
  
By:   
Name: Kori Davis Porter  
Title: Senior Vice President

NABET LOCAL 11  
  
By:   
Name: Louis Marinaro  
Title: President

## **EXHIBIT A**

### **JOB DESCRIPTIONS**

Without affecting any rights that an Employee may have under Section 20.10 of the Agreement, the Union recognizes that the Company's operation frequently involves performance by an Employee in one job classification of duties performed by Employees in another job classification and that, therefore, the job descriptions are intended to generally define the job classifications and are not intended to be an exhaustive list, and that performance by an Employee on occasion of any one or more of the functions included in any of the job classifications below does not necessarily render such Employee as belonging in that particular job classification. The Union also acknowledges that the job classifications listed below are generally intended to be separate progressions such that an Employee starting as a Production Trainee is presumed to be working toward the goal of ultimately becoming a Senior Producer or a Senior Finishing Editor.

The Union further acknowledges, notwithstanding anything to the contrary in Sections 6.1(a) and 7.1 of the Agreement, that certain of the Company's non-Union employees may be required to perform certain of the non-technical tasks delineated in the classification below; provided, however, that the Company shall in good faith use reasonable efforts to notify the Union when a non-Union employee may be required to perform such a task and to minimize the effect on Employees of requiring non-Union employees to perform such tasks. For example:

1. The Company may from time to time hire writers to draft scripts and related materials for the Company's various productions, and although writing scripts is a task listed below under associate producer and producer, the Company's writers shall not be considered Employees or in violation of any provision of this Agreement if they "write scripts" or related materials; and
2. The Company's Senior Vice President of Field Production may accompany a crew on a field production assignment and assist the crew in completing such assignment, and although assisting field production and collecting production elements in the field are tasks listed below under Production Trainee, Production Assistant and Editor, the Company's Senior Vice President of Field Production shall not be considered an Employee or in violation of this Agreement if he assists a crew in completing a field production assignment.

The Company reserves the right to change the job descriptions. In case of substantial change, the Union reserves the right to propose modification of the wage rate for the affected job classification. Disputes between the Company and the Union regarding such proposed modifications to the wage rate shall be subject to Article XIII; provided, however, that the arbitrator does not have the right to determine wages.

#### **Entry Path**

##### **Production Trainee**

- Logging pre-recorded footage and live games and writing reports in connection with live games (primary responsibility)
- Classifying and labeling tapes
- Conducting barcode scans of tape inventory as requested
- Coordinating, organizing and maintaining the tape library
- Duplicating footage/dubbing tapes
- Finding shots for production and occasional making of b-rolls
- Identifying appropriate shots to log
- Finding tapes for production
- Footage ordering and research
- Gathering requested footage and making available for use in programming
- Maintaining computer database of tape library
- Organizing, shelving and maintaining the tape library
- Assisting field production
- Modifying logging data for distribution
- Basic capturing and outputting/exporting video in/out of edit system

### Production Assistant

The duties of a Production Assistant include the duties of a Production Trainee as listed above and may also consist of the following:

- Duplicating footage/dubbing tapes
- Finding shots for production and assembling requested footage into b-rolls
- Footage research, including securing footage from outside sources
  - Editing of NBA footage-based pieces (e.g., in-arena videos, music pieces and highlight sequences, in-arena videos, music pieces, highlight sequences, compilation highlight based programming (eg. NBA Live/NBA Daily), roll-ins/game enhancements (eg. CCTV) and game cutdowns)
- Capturing and outputting/exporting video in/out of edit system
- Basic ingesting/loading videotapes into NBAE's Digital Media Management (DMM) System
- Basic patching, routing, recording and playback of tape machines
- Production support, logistics, and shipping of all high-end cameras
- Operate recording devices to help support production needs (pix 240, Ki pro)
- Offloading raw content onto hard drive from camera
- Placement of content onto file transferring system to get back to NJ or share with partners
- Supporting VR technology shoots

### Senior Production Assistant

The duties of a Senior Production Assistant include the duties of a Production Trainee and Production Assistant as listed above and may also consist of the following:

- Monitoring and reviewing logging data accuracy for archive and distribution, including condense game review, field shoot review, and content for social and digital.
- Monitoring mobile view and the output of the NBA's continuous broadcast feed of live NBA game breaks for distribution across NBA League Pass and NBA App.
- Leads remote production workflows and executes delivery of a stream.

### Production Path

#### Editor

The duties of an Editor include the duties of a Production Assistant as listed above and may also consist of the following:

- Editing feature length and short-form pieces that involve a "storyline"
- Supervising graphics, audio and finishing sessions.
- Conducting field production
- Basic video compositing and audio mixing of NBAE programming
- Writing lead-ins, tags and other scripts (including for the purpose of developing long-form writing skills)

#### Senior Editor

The duties of a Senior Editor include the duties of an Editor listed above and may also consist of the following:

- Superior quality editing of feature length and short-form pieces that involve a "storyline"
- "Finishing" features and compositing NBAE programming on non-linear editing systems at a high level. Finishing includes audio mixes and sweetening, video color correction, quality control and ensuring broadcast quality product.
- Periodically conducting field production
- Supervising and training more junior staff
- Consulting and advising on the overall "look" of entire programs and providing creative input

#### Associate Producer

The duties of an Associate Producer include the duties of an Editor and may also consist of the following:

- Higher quality editing of feature length and short-form pieces that involve a "storyline"
- Conducting field production
- Writing scripts for long and short-form programming
- Supervising more junior production staff
- Securing outside services in connection with productions and liaising with legal department to secure proper clearances
- Executes on-location production including videos and audio
- Drives creative decisions on content

#### Producer

The duties of a Producer include the duties of an Associate Producer and may also consist of the following:

- Coordinating the production of and producing long-form and short-form programs
- Supervising more junior production staff
- Writing scripts and creative briefs
- Executing end-to-end high-level content production
- Providing routine ideas to enhance streaming footprint both creatively and technically
- Communicating effectively with talent, senior management, and external stakeholders

#### Senior Producer

The duties of a Senior Producer include the duties of a Producer and may also include the following:

- Coordinating the production of all NBAE programming at the highest skill level
- Superior oversight of NBAE productions
- Superior script writing, creative brief writing and development of show formats and concepts
- Handling of multiple high-end projects simultaneously
- Editing tapes, producing and recording voice-over sessions and "breaking down" tapes for presentation and training purposes for Basketball Operations and Referee Operations
- Consulting and advising on the overall "look" of projects and providing creative input/direction
- Expert field production skills, both for games and off-court shoots
- Editing and creating complex storytelling pieces and high-end sizzles

#### Production Operations Path

##### Associate Video Coordinator

The duties of an Associate Video Coordinator include the duties of a Production Assistant and may also include the following:

- Ingesting/loading videotapes into NBAE's Digital Media Management (DMM) System
- Creating editing projects and ingesting footage directly into the edit system when necessary
- Patching and routing tape machines
- Dubbing tapes, executing dub orders and creating tape labels
- Playout or export sequences from edit system to tape, ingest or feed
- Operating record machines, playback machines and audio board for voice over and music transfer sessions
- Operating playback machines and record machines for studio shoots
- Basic cleaning of tape machines and video heads
- Scheduling and monitoring encodes of "live" game records, recovering any "live" game record and encodes that failed and routing signals manually into DMM system when needed
- Quality control of video and audio levels for each tape ingested and "live records" and checking digital files upon completion

- Quality control of files that will be ingested into media archive Operating Vantage
- Supporting Content Network and Content Share
- Using VPT to help deliver metadata, xml, files to clients
- Transcoding and converting files
- Using file sharing system like FTP, Aspera, Dropbox, Box
- Order tapes off-site
- Work with DMM to prioritize ingesting footage into media archive
- Ability to handle, operate, and search through raw film reels
- Knowledge of media formats (3/4, Beta, Dig Beta, HD CAM, LTO)
- Resource for senior management on topics relating to VR/AR technology, cameras, and operating systems for the NBA

#### Video Coordinator

The duties of a Video Coordinator include the duties of an Associate Video Coordinator and may also include the following:

- Quality control and archiving of the arena server video files
- Quality control and archiving of file based field shoot videos
- Final QC of digitized assets prior to tape disposal
- Basic video compositing and audio mixing of NBAE programming
- Advanced search capabilities to identify tapes/plays/material that has not previously been logged
- Assist in acquiring additional material for video tape library
- Prepare archive in advance of projects identified as "in the pipeline"
- Provide input for historical programming across multiple platforms
- Quality control of all content being ingested into the system (Finished content, Live games, Historical Archive, Field Shoots)
- Knowledge of multiple cameras and card structures
- Live streaming
- Support of edit system

#### Senior Video Coordinator

The duties of a Senior Video Coordinator include the duties of a Video Coordinator and may also include the following:

- Quality control of footage request fulfillment
- Video compositing and audio mixing of NBAE programming
- Helping determine the technical direction of production and programming at NBAE

#### Finishing Editor

The duties of a Finishing Editor include the duties of a Senior Video Coordinator and may also include the following:

- Performing high-quality feature and show audio mixes and re-mixes using multi-track audio from various sources
- Creating and incorporating multi-layers of effects and graphics at a higher level of skill to further enhance the look of NBAE programming
- High-level compositing of all NBAE programming
- Consulting and advising on the "look" of features and segments and providing creative and technical input

#### Senior Finishing Editor

The duties of a Senior Finishing Editor include the duties of a Finishing Editor and may also include the following:

- Superior compositing of NBAE programming on a weekly basis
- Developing the continuity of all programming in the highest production quality

- Monitoring and assisting in the development of the post-production staff
- Conferring with senior management and production staff to help determine the direction of production and programming at NBAE

### **Replay Center Path**

#### **Production Assistant – Replay Operator**

The duties of a Production Assistant – Replay Operator include the duties of a Production Trainee as listed above and may also consist of the following:

- Mark game footage while monitoring games in the Replay Center
- Locate and use pregame photographer flashes to synchronize camera angles
- Identify, communicate and capture actual and potential replay triggers and coaches' challenges during live play
- Alert replay officials and management to specific television broadcast angles that assist with reviewable matters
- Audit running game score to ensure alignment with both replay and on-court officials' rulings
- Transmit appropriate video footage to referee locker room when needed
- Mark relevant plays for Referee Operations
- Record and submit postgame report of replay data

#### **Senior Production Assistant – Relay Operator**

The duties of a Senior Production Assistant – Replay Operator include the duties of a Production Assistant – Replay Operator as listed above and may also consist of the following:

- Coordinate game and operational assignments in the Replay Center
- Assist in training of new Production Assistant - Replay Operators
- Compile reports for senior management of the Replay Center

### **Game Distribution Center Path**

#### **Production Assistant – Game Distribution Operator**

The duties of a Production Assistant – Game Distribution Operator include the duties of a Production Trainee as listed above and may also consist of the following:

- Making content selection decisions to be displayed during commercial breaks, pre-game, and postgame during live game broadcasts, including, but not limited to, by switching between live camera angles within a venue and selecting and organizing pre-produced content for playback
- Monitoring live games and ensuring proper switching to and from commercial break back to program feed, hitting manual override button as required

#### **Senior Production Assistant – Game Distribution Operator**

The duties of a Senior Production Assistant – Game Distribution Operator include the duties of a Production Assistant – Game Distribution Operator as listed above and may also consist of the following:

- Coordinating game and operational assignments in the Game Distribution Center
- Assisting in training of new Production Assistant – Game Distribution Operators
- Compiling reports for senior management of the Game Distribution Center

## **EXHIBIT B**

### **Name:**

### **Title:**

- |                     |  |
|---------------------|--|
| 1. Dion Cocoros     | Senior Vice President, Content Production                        |
| 2. John Sample      | Vice President, Corporate Services                               |
| 3. Steve Michaud    | Director, Content Production                                     |
| 4. Dave Thomas      | Vice President, Content Management and Operations                |
| 5. Steve Weintraub  | Senior Director, Programming and Content Partnerships            |
| 6. Kathleen Reidy   | Associate Vice President, Broadcasting Lead, WNBA                |
| 7. Carlton Myers    | Senior Vice President, Head of Live Production and Entertainment |
| 8. Andy Thompson    | Vice President, Content Production                               |
| 9. David Goldfield  | Senior Director, Content Production                              |
| 10. Paul Massache   | Associate Vice President, Broadcasting Content Management        |
| 11. Jason Gilfillan | Associate Vice President, Influencer Content Leader              |

### **EXHIBIT C**

Commencing with the first day worked by a "daily hire" individual following the earlier of (i) the fortieth day (40th) in which such individual works in a Contract Year or (ii) the one-hundredth day (100th) day in which such individual works during the term of this Agreement (in either instance, the "Threshold"), such individual shall begin to be responsible for paying the following NABET dues at the corresponding applicable rates:

1. **Sector International Dues:** This is equal to one and one third percent (1 1/3%) of the individual's total gross pay for each day actually worked by such individual, commencing with the first day worked following the Threshold.

2. **Local Dues:** This is equal to 0.23% (i.e., \$0.23 per \$100 earned) of the individual's daily base pay for each day actually worked by such individual, commencing with the first day worked following the Threshold.

3. **Initiation Fee:** This is equal to one hundred percent (100%) of the individual's daily base pay (i.e., based upon the individual's daily base pay as of the first day for which dues will be applicable) for twenty (20) days and is payable over forty (40) pay periods (the "Payment Period"), commencing with the first day worked following the Threshold; provided, however, that if such individual ceases to work at the Company at any time during the Payment Period, he shall be relieved of any further initiation fee obligation and any amounts paid toward the initiation fee shall be credited toward any subsequent initiation fee obligation (i.e., in the event such individual returns to the Company or works somewhere else). Such individuals will be eligible for any discount to the initiation fee upon the same terms and conditions as any such discount is made available to Employees or Union members employed by an employer other than the Company.



**EXHIBIT D**

**CHECK-OFF AUTHORIZATION FORM**

NAME: \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
(Please Print)

I hereby authorize NBA Entertainment, a division of NBA Properties, Inc. (the "Company") to deduct biweekly from my wages a sum equal to not more than one and one-third percent (1 1/3%) of my total earnings for the previous biweekly period including all overtime and penalty payments on account of membership in NABET-CWA (the "Union"). I further authorize the Company, when notified in writing to do so by Local 11 of the Union, to deduct from my wages on account of Union initiation fee the sum of one hundred percent (100%) of my daily base pay (i.e., based on my daily base pay as of the first day for which dues will be applicable) for twenty (20) days which shall be paid in equal installments over twenty (20) consecutive pay periods. I further authorize the Company when notified to do so by Local 11 of the Union to deduct from my wages on account of dues payable to Local 11 of the Union 0.23% of my daily base pay. The sums thus to be deducted are hereby assigned by me to the Union and are to be remitted by the Company to the Sector office of the Union and Local 11 of the Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current Collective Bargaining Agreement between the Company and the Union or until I am no longer employed by the Company in a capacity covered by the jurisdiction of this Agreement, whichever occurs soonest.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within thirty (30) days prior to the expiration of any irrevocable period hereof (it being understood that such revocation shall be automatic upon notice to Local 11 of the Union if I am no longer employed by the Company in a capacity covered by the jurisdiction of this Agreement). Such revocation shall be effected by written notice by registered mail to the Company and the Sector office of the Union within such thirty (30) day period.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT E**

**CHECK-OFF REVOCATION FORM**

NAME: \_\_\_\_\_ DEPARTMENT \_\_\_\_\_  
(Please Print)

I hereby revoke any assignment made by me to the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO (the "Union"), and revoke any authorization made by me to NBA Entertainment, a division of NBA Properties, Inc. (the "Company") for deduction from my wages earned or to be earned by me as its Employee of any amounts on account of membership dues in the Union. I therefore further revoke any authorization and request to the Company to remit any amount to the Sector office of the Union or Local 11 of the Union in my name.

This revocation shall become effective on the first (1<sup>st</sup>) day of the calendar month following the date hereof.

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

**EXHIBIT F**

**NABET UPGRADE FORM**

**A. PRIOR TO PERFORMING WORK:**

DATE REQUESTED WORK WILL COMMENCE: \_\_\_\_\_

NAME OF NABET EMPLOYEE: \_\_\_\_\_

CURRENT JOB CLASSIFICATION: \_\_\_\_\_

DUTIES ABOVE CURRENT JOB CLASSIFICATION WHICH EMPLOYEE WAS  
REQUESTED TO PERFORM BY SUPERVISOR:

\_\_\_\_\_

PRE-AUTHORIZATION BY  
EMPLOYEE'S SUPERVISOR: \_\_\_\_\_  
(Must be Senior Producer or above)

ACKNOWLEDGEMENT OF UNION EXECUTIVE BOARD  
MEMBER: \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

\* \* \* \* \*

**B. FOLLOWING PERFORMANCE OF WORK:**

DATE REQUESTED WORK IS COMPLETED: \_\_\_\_\_

TOTAL NUMBER OF DAYS EMPLOYEE  
PERFORMED REQUESTED WORK: \_\_\_\_\_

EMPLOYEE'S SIGNATURE UPON CONCLUSION OF WORK:

\_\_\_\_\_

SUPERVISOR'S SIGNATURE UPON SATISFACTORY COMPLETION OF  
WORK BY EMPLOYEE FOR NUMBER OF DAYS INDICATED ABOVE:

\_\_\_\_\_

**C. ACKNOWLEDGMENT OF VICE PRESIDENT, BUSINESS OPERATIONS:**

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COMMENTS:

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**EXHIBIT G**  
**PEGGED FREELANCE BASE SALARY FOR INDIVIDUALS HIRED ON A**  
**"DAILY" OR "FREELANCE" BASIS**  
**(to be used to calculate applicable daily rate of pay)**

**ENTRY PATH**

**Production Trainee**

<b><u>Contract Year</u></b> <b><u>Beginning</u></b>	<b><u>Freelance Base</u></b> <b><u>Salary</u></b>
January 1, 2023	\$44,608
January 1, 2024	\$45,277
January 1, 2025	\$45,957
January 1, 2026	\$46,646

**Production Trainee -**  
**Replay Operator**

<b><u>Contract Year</u></b> <b><u>Beginning</u></b>	<b><u>Freelance Base</u></b> <b><u>Salary</u></b>
January 1, 2023	\$44,608
January 1, 2024	\$45,277
January 1, 2025	\$45,957
January 1, 2026	\$46,646

**Production Assistant**

<b><u>Contract Year</u></b> <b><u>Beginning</u></b>	<b><u>Freelance Base</u></b> <b><u>Salary</u></b>
January 1, 2023	\$47,810
January 1, 2024	\$48,527
January 1, 2025	\$49,255
January 1, 2026	\$49,993

**Senior Production**  
**Assistant**

<b><u>Contract Year</u></b> <b><u>Beginning</u></b>	<b><u>Freelance Base</u></b> <b><u>Salary</u></b>
January 1, 2023	\$50,029
January 1, 2024	\$50,780
January 1, 2025	\$51,541
January 1, 2026	\$52,315

**Senior Production  
Assistant - Replay**

<b><u>Operator</u></b>	
<b><u>Contract Year</u></b>	<b><u>Freelance Base</u></b>
<b><u>Beginning</u></b>	<b><u>Salary</u></b>
January 1, 2023	\$50,029
January 1, 2024	\$50,780
January 1, 2025	\$51,541
January 1, 2026	\$52,315

**PRODUCTION  
PATH**

<b><u>Editor</u></b>	
<b><u>Contract Year</u></b>	<b><u>Freelance Base</u></b>
<b><u>Beginning</u></b>	<b><u>Salary</u></b>
January 1, 2023	\$59,194
January 1, 2024	\$60,082
January 1, 2025	\$60,983
January 1, 2026	\$61,898

**Senior Editor**

<b><u>Contract Year</u></b>	<b><u>Freelance Base</u></b>
<b><u>Beginning</u></b>	<b><u>Salary</u></b>
January 1, 2023	\$62,948
January 1, 2024	\$63,892
January 1, 2025	\$64,851
January 1, 2026	\$65,824

**Associate Producer**

<b><u>Contract Year</u></b>	<b><u>Freelance Base</u></b>
<b><u>Beginning</u></b>	<b><u>Salary</u></b>
January 1, 2023	\$62,948
January 1, 2024	\$63,892
January 1, 2025	\$64,851
January 1, 2026	\$65,824

**Producer**

<b><u>Contract Year</u></b>	<b><u>Freelance Base</u></b>
<b><u>Beginning</u></b>	<b><u>Salary</u></b>
January 1, 2023	\$75,354
January 1, 2024	\$76,484
January 1, 2025	\$77,631

January 1, 2026	\$78,796
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**Senior Producer**

<b><u>Contract Year</u></b> <b><u>Beginning</u></b>	<b><u>Freelance Base</u></b> <b><u>Salary</u></b>
January 1, 2023	\$92,190
January 1, 2024	\$93,573
January 1, 2025	\$94,977
January 1, 2026	\$96,402

**PRODUCTION  
OPERATIONS  
PATH**

**Associate Video  
Coordinator**

<b><u>Contract Year</u></b> <b><u>Beginning</u></b>	<b><u>Freelance Base</u></b> <b><u>Salary</u></b>
January 1, 2023	\$53,108
January 1, 2024	\$53,904
January 1, 2025	\$54,713
January 1, 2026	\$55,534

**Video Coordinator**

<b><u>Contract Year</u></b> <b><u>Beginning</u></b>	<b><u>Freelance Base</u></b> <b><u>Salary</u></b>
January 1, 2023	\$66,962
January 1, 2024	\$67,966
January 1, 2025	\$68,985
January 1, 2026	\$70,020

**Senior Video  
Coordinator**

<b><u>Contract Year</u></b> <b><u>Beginning</u></b>	<b><u>Freelance Base</u></b> <b><u>Salary</u></b>
January 1, 2023	\$79,061
January 1, 2024	\$80,247
January 1, 2025	\$81,451
January 1, 2026	\$82,673

**Finishing Editor**

<b><u>Contract Year</u></b> <b><u>Beginning</u></b>	<b><u>Freelance Base</u></b> <b><u>Salary</u></b>
January 1, 2023	\$102,783
January 1, 2024	\$104,325
January 1, 2025	\$105,890
January 1, 2026	\$107,478

**Senior Finishing**  
**Editor**

<b><u>Contract Year</u></b> <b><u>Beginning</u></b>	<b><u>Freelance Base</u></b> <b><u>Salary</u></b>
January 1, 2023	\$134,406
January 1, 2024	\$136,422
January 1, 2025	\$138,469
January 1, 2026	\$140,546



## **EXHIBIT H**

(A) In order to be eligible for ACES Vacation Days pursuant to the terms of this Exhibit, an individual hired on a “daily” or “freelance” basis must have worked a minimum of 350 days, calculated by using the days worked in the then-current Contract Year and the Contract Year immediately preceding the then-current Contract Year (“Tabulation Period”). Any such individual that works such number of days during the applicable Tabulation Period shall be referred to herein as a “Qualifying Individual.” Qualifying Individuals may request to use ACES Vacation Days in the same manner and in accordance with the same procedures as applicable to Employees.

(i) If a Qualifying Individual works 175 days during the 2023 Contract Year in the Tabulation Period, he shall receive an additional 3 ACES Vacation Days based on his then-current Freelance Base Salary.

(ii) If such Qualifying Individual works an additional 20 days during the 2023 Contract Year in the Tabulation Period (i.e., a total of 195 days), he shall receive an additional 3 ACES Vacation Days based on his then-current Freelance Base Salary.

(iii) If such Qualifying Individual works an additional 20 days during the 2023 Contract Year in the Tabulation Period (i.e., a total of 215 days), he shall receive an additional 3 ACES Vacation Days based on his then-current Freelance Base Salary.

(iv) If such Qualifying Individual works an additional 20 days during the 2023 Contract Year in the Tabulation Period (i.e., a total of 235 days), he shall receive an additional 3 ACES Vacation Days based on his then-current Freelance Base Salary.

(B) Beginning in the 2024 Contract Year, and for each subsequent Contract Year during the term of this Agreement, a Qualifying Individual, upon satisfying each of the days-worked thresholds set forth in paragraphs (A)(i)-(iv) above, shall earn an additional 4 ACES Vacation Days based on his then-current Freelance Base Salary.

(C) On the January 31st immediately following the Contract Year in which ACES Vacation Days were accrued, Qualifying Individuals can elect to cash out any accrued but unused ACES Vacation Days at their Freelance Base Salary in effect during the Contract Year in which the days were accrued.

(D) ACES Vacation Days accrued in a Contract Year must be used by September 30th of the immediately following Contract Year (the “ACES September Deadline”) or, by such ACES September Deadline, scheduled to be used by no later than December 30th of the then-current Contract Year. Any such days that are unused and unscheduled as of the ACES September

Deadline will be cashed out by the immediately following October 31st at their Freelance Base Salary in effect during the Contract Year in which the days were accrued.

(E) Any Qualifying Individual who either (i) separates employment with the Company, or (ii) accepts a staff position with the Company, will automatically have any accrued but unused ACES Vacation Days cashed out at their Freelance Base Salary in effect during the Contract Year in which the days were accrued.

For the avoidance of doubt, in no event will any Qualifying Individual be eligible to receive more than 12 ACES Vacation Days pursuant to this Exhibit during the 2023 Contract Year, or 16 ACES Vacation Days during any other Contract Year.

Each reference to "day" in this Exhibit H shall be deemed to refer to an 8 hour day, except in the cases where a Qualifying Individual and the Company have mutually consented to a modified "four day, 40 hour work week" as detailed in Section 7.1(c)(iv).