DIRECTORS GUILD OF AMERICA, INC.

FOX SPORTS PRODUCTIONS, INC. CABLE AGREEMENT 2023 – 2026

DIRECTORS GUILD OF AMERICA, INC.

FOX SPORTS PRODUCTIONS, INC. CABLE AGREEMENT

ARTICLE I - TERM	3
ARTICLE II - DEFINITION OF TERMS	3
ARTICLE III - RECOGNITION AND GUILD SECURITY	3
ARTICLE IV - JURISDICTION	4
ARTICLE V - MINIMUM SALARIES	4
ARTICLE VI - DIRECTORIAL DUTIES	5
ARTICLE VII - AUTHORITY AND CREATIVE ROLE OF DIRECTORS	6
ARTICLE VIII - HOURS AND CONDITIONS OF WORK - DIRECTORS	7
ARTICLE IX - ASSOCIATE DIRECTORS DUTIES	7
ARTICLE X - HOURS AND CONDITIONS OF WORK - ASSOCIATE DIRECTORS	8
ARTICLE XI – [DELETED]	9
ARTICLE XII – [DELETED]	9
ARTICLE XIII – [DELETED]	9
ARTICLE XIV - GRIEVANCE AND ARBITRATION	9
ARTICLE XV - PENSION AND HEALTH CONTRIBUTIONS	9
ARTICLE XVI - TRAVEL	9
ARTICLE XVII - NON-DISCRIMINATION	10
ARTICLE XVIII - MISCELLANEOUS PROVISIONS	10
ARTICLE XVIX - DEFERRAL	10
ARTICLE XX - SUCCESSORS AND ASSIGNS	
SIDELETTER No. 1 [DELETED]	11
SIDELETTER No. 2: Transmission Operation Control	11
SIDELETTER No. 3: Combination Director/Associate Director Waivers	11
SIDELETTER No. 4 [DELETED]	11
SIDELETTER No. 5 [TO BE REVISED]	11
SIDELETTER No. 6 [DELETED]	11
SIDELETTER No. 7: Notification of New or Developing Rights Acquisitions	
SIDELETTER No. 8: ACT-Director: Job Classification Sideletter	12

DIRECTORS GUILD OF AMERICA, INC.

FOX SPORTS PRODUCTIONS, INC.

CABLE AGREEMENT

This Agreement is entered into as of July 1, 2023 by and between the Directors Guild of America, Inc., a corporation duly organized under the laws of the State of California and admitted to do business in the State of New York, and having its principal offices at 7920 Sunset Boulevard, Los Angeles, CA 90046 and at 110 West 57th Street, New York, NY 10019, acting on behalf of itself and the present and future members of the Guild and Fox Sports Productions, Inc., having its principal offices at 10201 West Pico Boulevard, Building 101, Los Angeles, CA 90064.

ARTICLE I - TERM

The term of this Agreement shall be from July 1, 2023, through and including June 30, 2026.

ARTICLE II - DEFINITION OF TERMS

- A. The term "Guild" means the Directors Guild of America, Inc.
- B. The term "Company" means Fox Sports Productions, Inc. as now or hereafter constituted and includes any corporation or corporations, organization or organizations which shall be successor or successors to such Company or Companies.
- C. The term "Director" means anyone who directs any television program, or segment or portion thereof.
- D. The term "Associate Director" means anyone whom the Company assigns to perform the duties of an Associate Director.
- E. The term "Television program" or "program" means any live sports program or any recorded sports program.

ARTICLE III - RECOGNITION AND GUILD SECURITY

The Company recognizes the Guild as the sole and exclusive collective bargaining representative for all Directors and Associate Directors working for the Company at the Fox Sports Building, also known as Building 101 on the Fox Studio Lot, and any remote program covered by this Agreement, and further agrees that during the term of this Agreement every Director and Associate Director employed by the Company under this Agreement shall be or become a member of the Guild in good standing, within the period specified by applicable law, following the beginning of his or her employment or the effective date of this Agreement, whichever is later.

The term "in good standing" means a person who offers to pay (and, if the Guild accepts the offer, pays) Guild initiation fees, dues or otherwise meets financial obligations in accordance with the requirements of applicable law.

After receipt of written notice from the Guild, the Company will, within five (5) working days,

discharge any Director or Associate Director who is not "in good standing."

During hours when any Employee is working, the Company shall admit officially designated representatives of the Guild to its pre-production, production, and post-production facilities for the purpose of transacting any business relative to the Agreement and/or to the personal services agreement or deal memo of any Employee. If the Company has a practice of issuing passes, the Company shall, upon receipt of written designation by the Guild, issue the appropriate passes to authorized Guild staff representatives.

ARTICLE IV - JURISDICTION

- A. The Company will assign Directors and Associate Directors to all television programs produced at the Fox Sports Building (Studio Control Rooms and Production only) for broadcast on basic cable television, except that this Agreement shall not apply to Associate Director assignments that fall within the exclusive jurisdiction of another labor union pursuant to an existing collective bargaining agreement with such other labor union.
- B. It is understood and agreed that the Company may assign Directors and/or Associate Directors to any remote programs produced by the Company for distribution on basic cable television. Such assignments are permissive in nature and do not confer exclusive jurisdiction to the Guild, except as otherwise provided in the Fox Sports Network Agreement. Guild-represented employees will be covered by the terms of the Fox Sports Network Agreement.
- C. The Company will not enter into any subcontracting agreement or similar arrangement to evade the terms of this Agreement.

ARTICLE V - MINIMUM SALARIES

A. The minimum daily rate for a Director is as follows. Directors will be paid in full for any canceled call.

July 1, 2023	July 1, 2024	July 1, 2025
\$864	\$894	\$925

B. The minimum daily rate for an Associate Director is as follows. This amount is based upon an eight-hour guarantee.

	Daily	Hourly
July 1, 2023	\$577.82	\$72.23
July 1, 2024	\$598.04	\$74.76
July 1, 2025	\$618.97	\$77.37

For any new work at the Fox Sports Building not previously performed by DGA-represented Associate Directors the minimum daily rate is as follows. Associate Directors will be paid in full for any canceled call.

	Daily	Hourly
July 1, 2023	\$466.56	\$58.32
July 1, 2024	\$482.88	\$60.36
July 1, 2025	\$499.79	\$62.47

- C. Nothing contained in the Agreement shall preclude any Employee from individually negotiating better terms and conditions of employment, nor from receiving merit or other pay increases or bonuses.
- D. Nothing contained in the Agreement shall diminish the terms and conditions of employment of any Employee as of the effective date of the Agreement and/or contained in any personal services agreement entered into by an Employee and the Company prior to the Agreement.

ARTICLE VI - DIRECTORIAL DUTIES

Subject only to the supervision and control of the executive producer, senior coordinating producer, coordinating producer and/or the producer, if any, assigned to the program, the authority and responsibility of the Director cover the following:

- A. Executing "on-the-air" changes or cuts in the script to bring the same into conformity with the Director's artistic interpretation and/or the time requirements of the program.
- B. Within the limitations set by the Program or Production Departments, participate in determining in production conferences with any persons assigned to the program, all audio and video elements of the program.
- C. Unless the show producer assigned to the program alone personally selects the music for the program, participate in the selection and approval of music from a Company-approved list.
- D. Directing during broadcast or pre-recording all on-stage and/or on-camera elements of the television program, except the non-switched in-camera recording of E.N.G. material intended for later post-production.
- E. Survey for directorial functions on remotes as determined necessary by the Company.
- F. No employee of the Company will be assigned to perform any directorial functions except a Director or Associate Director, except in an emergency or where exigent circumstances render such an assignment impracticable.
- G. The Company will allow the Director reasonable time for preparation before each program he or she is assigned to direct. When the Company assigns a Director to direct two or more consecutive programs, reasonably sufficient time will be scheduled before the first program so that the Director may complete the necessary preparations for the

- programs. For major events, such as the World Series, Super Bowl, NBA Finals, NCAA Final Four, Daytona 500, the Company will permit the Director dedicated preparation time in accordance with the magnitude of the event and the Company's coverage thereof.
- H. The Company may assign a Director to perform directorial duties on a program produced by any related or affiliated company. Directors shall be covered by the terms of the Fox Sports Network Agreement.
- It is further understood and agreed that any Director may be assigned by the Company to perform related professional duties and functions not within the exclusive jurisdiction of another union on programs that he or she is otherwise assigned as long as said Director is paid at a weekly salary of no less than the Guild minimum set forth above. The Company will provide all necessary and appropriate training with respect to such duties and functions.

ARTICLE VII - AUTHORITY AND CREATIVE ROLE OF DIRECTORS

- A. The Company recognizes that the functions and duties of the Directors are of a professional, creative, and responsible nature.
- B. The Company agrees that Directors should participate in the creative process and that the professional training and experience of Directors should be used in making decisions regarding the overall on-the-air look of programs. Therefore, the Company will discuss changes to the on-the-air look of the program with the Director(s) normally assigned to the affected program prior to the implementation of such changes where practicable.
- C. With respect to the concern of Directors over new developments in editing equipment and procedures outside the control room, which developments may affect the Director's ability to influence the on-the-air look of the programs they direct, the Company will give the Directors of such programs an opportunity to express their views on how the new technology and procedures can be utilized in a manner that is in the best interest of the program.
- D. The appropriate Guild executives may, through the appropriate Labor Relations office, request meetings during the term of this Agreement to review any allegation that the guidelines set forth in the above paragraph are not being observed. The Company agrees that its representatives at such a meeting should include executives with decision-making authority regarding the programs to which the Company has assigned the Directors.
- E. The Company will take all steps to support the authority of the Director regarding the direction of the rehearsal and performance of each program to which he or she is assigned.
- F. The Company recognizes that during the rehearsal periods the direction of the component parts of the production will be the responsibility of the Director, and any changes or suggestions will be made to the Director. The Company will aid the Director by refusing admittance to persons not authorized by it to the studio and control room or the control site at remote locations during rehearsal and performance.
- G. Only the executive producer, the senior coordinating producer, the coordinating producer and/or the producer assigned to a specific program may give the Director assigned to that

- program specific instructions and tasks.
- H. The executive in charge of production or his or her designee will make all directorial assignments. The Company will post a schedule of directorial assignments no later than 5:00 p.m. on the Monday preceding the beginning of the work week, which currently starts on Sunday. The Company shall give a Director at least twenty-four (24) hours' notice of any change in his or her starting time for the affected day.

ARTICLE VIII - HOURS AND CONDITIONS OF WORK - DIRECTORS

A. Because of the creative and professional nature of the Director's duties, no limitation will apply to the hours of work of Directors. Despite this clause, the Company will not require any Director to work an excessive number of hours in any week. The Director or the Guild may discuss with the Company any situation in which the Director or the Guild considers that the Director is being required to work for an excessive number of hours or days.

ARTICLE IX - ASSOCIATE DIRECTORS DUTIES

- A. The Company may assign an Associate Director to perform associate director or directorial duties on a program produced by any related or affiliated company. Associate Directors shall be covered by the terms of the Fox Sports Network Agreement.
- B. The Associate Director will, subject to the supervision and control of the executive producer, senior coordinating producer, coordinating producer, producer and/or Director assigned to the program, perform the following functions, or supervise the performance of them by others, on programs to which he or she is assigned, unless such functions are personally performed by the coordinating producer, the show producer and/or the show Director assigned to the particular program:
 - 1. Confer with the Producer and/or the Director on plans for the program and attend production meetings concerning the program.
 - 2. When requested by the Director, prepare and check the production breakdown or segments prepared by others.
 - 3. Time formatted rehearsals and pre-taped segments of the program.
 - 4. Assist the Director in preparation of rundowns and ensure that copies of the final rundowns are properly prepared and distributed to all persons concerned.
 - 5. Pre-set cues that are normally the responsibility of the Director as assigned by the Director.
 - 6. Timing master control to commercial break; timing the program back from commercial break; communicate timing of all taped elements of the program; when necessary, the Associate Director will time all taped and/or live to tape elements and segments of the program.
 - 7. Assist the Director in maintaining communications with the Stage Manager, all production and technical personnel, including but not limited to sound personnel,

- VTR operator, graphics, lighting and Chyron operator, other Associate Directors and other employees of the Company.
- 8. Where an Associate Director is assigned to the editing of a program or segments or element thereof, the Company will provide reasonable time for the Associate Director to familiarize himself or herself with the material to be edited and with the opportunity to express his or her creative judgments on that material. The Associate Director will not be required to view the entire program if in the reasonable judgment of the Company it is not needed to accomplish the particular assignment.

ARTICLE X - HOURS AND CONDITIONS OF WORK - ASSOCIATE DIRECTORS

- A. Hours worked in excess of eight (8) hours in a work day or forty (40) hours in a work week will be overtime, paid at time and one-half of the regular hourly rate of pay. Hours worked by an Associate Director on a day or days off will be paid at time and one-half of the regular hourly rate of pay. Overtime will be calculated in one-tenth hour increments. For work in California only, any actual work performed past twelve hours in a work day will be paid at double time (2x).
- B. The Company will post the Associate Directors' schedule for the entire week no later than 5:00 P.M. on the Monday preceding the beginning of the work week, which currently starts on Sunday. The Company shall give an Associate Director at least twenty-four (24) hours' notice of any change in his or her starting time for the affected day.
- C. All meal and break periods will conform to appropriate statutory obligations except that the bargaining parties expressly agree that a first meal period will commence no later than the sixth hour of work. Any missed meal shall result in a missed meal penalty in the amount equivalent to one hours' pay at the straight time rate.
- D. For any day during which the Company assigns an Associate Director to direct a program, or segment or portion thereof, fifteen (15) minutes or more in length as broadcast, the Company shall pay an additional amount equal to the difference between Director's daily rate and the Associate Director's daily rate or \$100, whichever is greater. For directing programs, or segments or portions thereof, less than fifteen (15) minutes in length as broadcast, the Company shall pay the Associate Director an additional \$25.

As an exception to the foregoing, the Company may assign an Associate Director to direct, without an upgrade to Director, the following:

- 1. News, commentary, speeches, and other similar programs of less than five (5) minutes in duration where the live camera elements are done with only one (1) camera.
- 2. Programs composed predominantly of non-live video elements where the live camera elements are done with only one camera located in the Company facility.

ARTICLE XI – [DELETED]

ARTICLE XII – [DELETED]

ARTICLE XIII – [DELETED]

ARTICLE XIV - GRIEVANCE AND ARBITRATION

- A. Grievance and arbitration shall be handled in accordance with Article 20 of the DGA Freelance Live and Tape Television Agreement, which is incorporated herein by reference as though set forth in full.
- B. Any discipline, including suspension or discharge, shall be subject to grievance and arbitration. Before discharging any Employee, the Company will notify the Guild in writing of its intention to do so and the reasons for such discharge. If, however, circumstances dictate, the Company may discharge an Employee before notifying the Guild, in which case written notification of the discharge and its surrounding circumstances and reasons will be given promptly by the Company to the Guild. If the Guild does not object to such discharge within ten (10) business days after its receipt of such written notification, such discharge will be final. If the Guild does object to the discharge within the ten (10) business day period, such dispute will be governed by the arbitration procedure of this Agreement. If the arbitrator determines the discharge of the Employee was not justified, the arbitrator shall have the authority to reinstate such discharged Employee to the position he or she held prior to the discharge. If the arbitrator determines reinstatement is the appropriate remedy, the arbitrator shall have the authority, at his or her sole discretion, to award back pay and seniority rights if the arbitrator deems such remedies appropriate.

ARTICLE XV - PENSION AND HEALTH CONTRIBUTIONS

The Company will make contributions to the DGA - Producer Pension and Health Plans on behalf of each Director and Associate Director it employs in accordance with Articles 11 and 12 of the DGA Freelance Live and Tape Television Agreement, which are incorporated herein by reference as though set forth in full.

DGA shall have the right to allocate a percentage of the negotiated increases in minimum salary rates in year 2 or 3 of the Agreement to the Employer pension contribution rate or the Employer health contribution rate by giving notice thereof to the Company not less than six (6) months prior to July 1, 2024and/or July 1, 2025.

ARTICLE XVI - TRAVEL

Travel, accommodations and per diem shall be subject to Company policy. All travel days shall count as work days, except that any day involving only portal-to-portal travel of three (3) hours or less shall count as a one-half (½) day.

ARTICLE XVII - NON-DISCRIMINATION

The parties mutually affirm their policy of non-discrimination in the employment and treatment of all Employees due to race, religion, color, age, sex, sexual orientation, veteran status, national origin, disability, or engaging in union and/or protected concerted activities in accordance with applicable state or federal laws. Alleged violations of this Article XVII shall be grievable, but not arbitrable.

ARTICLE XVIII - MISCELLANEOUS PROVISIONS

The Company shall provide Employees with suitable inclement weather gear when needed, if it is available.

Sick Leave for employees, in accordance with the California Paid Sick Leave Law, will be paid in accordance with Company Policy – which meets or exceeds all statutory requirements.

Holidays: Associate Directors shall receive an additional one-half (1/2) time premium for all hours paid on the following recognized holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day. If any of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday. If any of the above holidays falls on Sunday, the following Monday shall be considered the holiday.

ARTICLE XVIX - DEFERRAL

In addition to the express provisions contained in Article XIV – Grievance and Arbitration, the arbitrator is explicitly authorized to resolve NLRA statutory issues consistent with charges filed under Sections 8(a)(1) and 8(a)(3) of the NLRA.

ARTICLE XX - SUCCESSORS AND ASSIGNS

The Company agrees that this Agreement will be binding upon its successors and assigns.

On behalf of the DGA

on behalf of the DG/1	On behalf of the Company		
Lisa Layer lisa layer (Oct 20, 2023 17:06 PDT)	David Normansell David Normansell (Oct 23, 2023 08:41 PDT)		
Lisa Layer	David Normansell		
Associate Western Executive Director	Executive Director Labor Relations		

On behalf of the Company

SIDELETTER No. 1 [DELETED]

SIDELETTER No. 2: Transmission Operation Control

With reference to the DGA-FSP Cable Agreement, both parties agree to preserve their respective legal positions concerning DGA jurisdiction in Transmission Operation Control "TOC"). Consistent with its past practice, FSP will continue to assign DGA-covered and non-DGA covered personnel to feed programs not produced at the Fox Sports Building in the TOC. The Company will not assign non-DGA covered employees to perform timing functions in the TOC. However, if timing functions are performed by non-DGA employees in the TOC due to technical or equipment failures, the Guild will not assert that a violation of the FSP Cable Agreement has occurred.

SIDELETTER No. 3: Combination Director/Associate Director Waivers

With reference to the DGA-FSP Cable Agreement, should FSP produce a simple, single camera production in the future, the Guild will consider a request made by the Company to have the Director and Associate Director duties performed on such programs by a combination Director/Associate Director. A simple production is defined as a single camera, non-live production. The Company will present to the Guild, in the form of a waiver request, a detailed, specific description of the simple production program on which the Company seeks to assign a Director/Associate Director. The Guild will not unreasonably deny such waiver requests. The Company will not assign any employee other than a combination Director/Associate Director to perform any Director or Associate Director functions on any simple production.

For any day during which the Company assigns an Associate Director to perform the duties of a combination Director/Associate Director, the Company will pay the Associate Director so assigned the minimum daily salary for a Director.

SIDELETTER No. 4 [DELETED]

SIDELETTER No. 5 [TO BE REVISED]

SIDELETTER No. 6 [DELETED]

SIDELETTER No. 7: Notification of New or Developing Rights Acquisitions

The Company agrees to notify the DGA of new or recent rights acquisitions as the details develop when such programming may span both the Network and Cable broadcasts. It is expressly understood that this potential work, if assigned, will be on a non-exclusive, non-precedent setting basis and does not in any way change, alter, and/or further expand the jurisdiction of the Union outlined in *Article IV – Jurisdiction* of the Agreement.

SIDELETTER No. 8: ACT-Director: Job Classification Sideletter

Original: 8/12/2020

Revised and renewed: 3/18/2022 (corrected 5/2/2022) Revised and incorporated into Agreement (7/1/2023)

The following has been agreed upon by Fox Sports Productions Inc. and Sports Media Services, LLC/Fox Sports Production Services LLC ("Company"), the Directors Guild of America Inc. ("DGA") and the National Association of Broadcast Employees and Technicians-Communications Workers of America, AFL-CIO Local 53 ("NABET"), collectively called the "Parties."

Due to technological advances in automation in studio show productions, the Parties agree that work previously performed by two separate positions, the ACT Operator (NABET) and Director (DGA) job functions will now be performed by one individual ("Position" or "ACT-Director"). This combined job classification is only applicable to the current basic cable in-studio talk show productions (e.g., The Herd), or future basic cable in-studio talk shows produced in a similar manner. Neither Union is conceding jurisdiction in that area.

The applicable NABET and DGA Collective Bargaining Agreements ("Agreements") apply, except as modified herein:

- 1. The Company shall in good faith endeavor to select the ACT-Director on a balanced basis, selecting an equal number of employees to fill position openings from each Union.
- 2. For avoidance of doubt, the sideletter is subject to the existing Union Security Provisions in the Agreements.
- 3. Upon being engaged as an ACT-Director, the employee will be given a copy of this agreement, notified of the obligations to be/become a member in good standing of both NABET and the DGA and given the option (one-time only) of which Health and/or Retirement Plan they wish to participate in.
 - The Company will be obligated to make contributions based on rates outlined in the respective Agreements.
- 4. Effective January 1, 2022, the ACT-Director daily rate is \$1,264.27, which is a combination of both the DGA Director daily rate, as outlined in the DGA and Fox Sports Productions Inc. Cable Agreement, and the NABET Cable TD daily equivalent rate as follows:
 - Current (effective 7/1/21) NABET Cable TD rate is \$53.56 (8 hours) = \$428.48 (Daily Rate)
 - o Current (effective 7/1/21) daily DGA Director rate is \$811
 - o Combined Rate: \$1,239.48 (\$811 + 428.48)
 - In recognition of this daily rate being inclusive of Overtime and Night Differential, an additional 2% will be added to the new daily rate. (\$1,239.48 * 2% = \$1,264.27)

- These separate rates are scheduled to increase according to the NABET and DGA Cable agreement on July 1, 2022.
 - As such, effective 7/1/22 the ACT Director rate will increase to \$1,299.60
 - DGA Rate = \$835
 - NABET Rate = \$54.89 (\$439.12)
 - Act Director Total = \$1,274.12 + 2% = \$1,299.60
- o Future daily rate changes will be effective July 1st of each year of the agreement based on the negotiated rates in the CBAs between the Parties.
- 5. No current employee in either position shall suffer any loss in pay or benefits as a result of this Sideletter.
- 6. Below is an exhaustive list of fees due to ACT-Directors originating from the NABET collective bargaining agreement. Should these fees/conditions be modified in subsequent negotiations between NABET and the Employer, the same changes will be made to the fees/conditions provided to ACT-Directors. It should be understood that it does not preclude the general terms of the NABET Agreement or the DGA Cable Agreement regarding things like jurisdiction, creative role of the director, etc., and that this is not meant to be an exhaustive list of those other terms and conditions of employment.
 - o Holiday Pay: Daily ACT-Directors who work on the following Holidays shall receive an additional half-day rate premium: Martin Luther King, Jr., Thanksgiving Day, Christmas Eve, or Christmas Day. ACT-Directors working under Personal Services Agreements who work the Holidays listed above shall receive a flat premium rate of one-half the scale rate. (Currently: \$632.14)
 - Paid Time Off (PTO): Both Daily ACT-Directors and those working under Personal Services Agreements are qualified for PTO. The following listed days must be worked in the preceding calendar year in order to qualify for PTO Days on January 1st.

Days	PTO Days
Automatic	9
145	10
155	12
165	13
175	15

Up to six (6) days of paid time off may roll over up to six months (used by June 30 of the following year in which PTO was earned.

 A daily ACT-Director who works more than five (5) days in any work week or more than six (6) consecutive days shall receive an additional half-day rate premium until receiving a day off. ACT-Directors working under Personal Services Agreements will receive a flat premium rate of one-half the scale rate (Currently: \$632.14) in this circumstance.

- O Turnaround: A daily (or under a Personal Services Agreement) ACT-Director shall not be assigned to work on a work day until twelve (12) hours have elapsed since the termination of his/her previous assignment, except if he/she receives premium pay of five dollars and seventy-five cents (\$5.75) for each hour or fraction thereof by which such rest period is reduced, to be paid in one-quarter (1/4) hour increments. They shall also receive thirty-six (36) hours of continuous rest when a break in assignment (when not assigned to work for a given day) takes place. In this situation, premium pay of \$5.75 per hour will be paid for all time between the beginning of an assignment within said thirty-six hours. It is the responsibility of the employee to notify management of such premium being owed.
- O Jury Duty: A daily (or under a Personal Services Agreement) ACT-Director who is required by law to serve as a juror and who presents satisfactory written evidence of such requirement, shall be paid his/her day rate (or equivalent for PSA employees) for each day that he/she is actually on jury duty, provided the ACT-Director would normally have been scheduled to work that day, to a maximum of ten (10) days per calendar year. An ACT-Director who is on-call for jury duty, but who is not required to report to the court, shall report to the Company's facility for assignment at a time determined by the Company. Upon completion of jury duty, the ACT-Director will immediately provide the Company with proof of jury service.
- 7. Should the nature of the combined job duties contemplated by this Sideletter require training, Company will provide such training to the affected employees.
- 8. Any disputes will be subject to the grievance and arbitration provisions set forth in the Agreements.
- 9. This Sideletter shall not prevent the performance of ACT duties and Director duties by two separate individuals.
- 10. Any one of the Parties will have a right to cancel this Sideletter, with thirty (30) days written notice to each of the other Parties on or after June 30, 2026. The Parties shall negotiate in good faith during the thirty (30) day notice period for a successor agreement, but if no successor agreement is reached in such period of time, this Sideletter shall expire on the thirtieth (30) day following such written notice, and the Agreements shall apply to the ACT-Director as if this Sideletter was never entered into.
- 11. This Sideletter is non-citable and non-precedential.

Updated ACT-Director Rates

	NABET TD	DGA Director	Plus 2%	Total
7/1/23 - 6/30/24	\$440.00	\$864.00	\$26.08	\$1,330.08
7/1/24 - 6/30/25	\$453.20	\$894.00	\$26.94	\$1,374.14
7/1/25 - 6/30/26	\$466.80	\$925.00	\$27.84	\$1,419.64