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BULLETIN # 10

KMEX, Los Angeles, California
January 11-13, 2017
3:30 p.m. (PDT)

Due to conflicts in the Company attorney's schedule, the planned negotiations dates scheduled for December 19 and 20, 2016 were postponed until January.

The parties resumed negotiations on Wednesday, January 11, 2017.

The slate of proposals on the table were discussed in an effort to look for items that might be easier to move to resolution. A mutual agreement was made to focus on 6.01e Digital Sub Channels, 11.01 Per Diem Sick Leave and Paid Time Off, and 19.04g Overtime. The parties recessed for caucus meetings until Thursday at 2pm.

Negotiations resumed on Thursday. The Union presented a proposal on 6.01e, which would bring UniMas employees under the contract. 6.01e was negotiated in the current contract to allow the Company to program the digital sub channels with experimental or user provided material. Soon after this provision was agreed to, the Company began programming sub channels first on KFTR with paid programmers, then moved to add 34.2 UniMas, 34.3 Bounce TV, and 34.4 Justice Network, none of which are the experimental channels that were negotiated into the contract. 6.01e also provided for the Union to engage the Company in negotiations over the sub channels under certain conditions, including the transmission of "economically viable" programming. It is the Union's position that all of the sub channels of KMEX have been programmed with economically viable programming. The Union understands that at this time 34.3 and 34.4 are simply pass through channels, therefore no current demands are being made regarding these streams. 34.2 however, is another subject. The Union believes that the work done by UniMas locally should be done under the KMEX collective bargaining agreement. The Union has proposed to bring UniMas work and employees into the KMEX CBA.

The Union also proposed to counter the Company's proposal to create a 4 hour minimum call on days off with a modified 4 hour call designed for Minicam Operators, 19.04g. This provision allows the Company to utilize a modified 4 hour call which consists of 2 hours of double time and two hours of overtime. The intent as the Company indicated is for situations where an employee only works and hour or two and the Company has to pay 8 hours of overtime. In the event the assignment goes over 4 hours, the overtime day will revert back to the 8 or 10 hour call depending upon the employee's weekly schedule. The discussions recessed until Friday morning.

On Friday the negotiations resumed. The parties appear to be in agreement on this issue however no TA has been formally reached. The Union also presented a proposal on 11.01 Paid Time Off. This proposal changes the accrual rate from 1 day per 400 hours to 1 hour per 30 hours worked. The purpose of this change is to transform Paid Time Off into time that can be used to meet both the Company's obligation to provide Paid Sick Leave, and preserve the payout

provision Per Diems currently enjoy. The Company has proposed to eliminate the Paid Time Off provision and only provide the L.A. City Sick Leave Provision which only provides for sick time. The parties have presented opposing proposals on this provision, and have moved close to a resolution. The Union is making the case that our proposal is the best at providing the ability to schedule time off, provide payout of all but 16 hours which would roll over to the next year, and provide a full payout in the event the employee severs from the Company. The parties are working through compliance concerns which will hopefully lead to an agreement.

The parties will be scheduling dates around mid-February (13,14), and hopefully another session before the end of the month (20,21). There are still a lot of very important matters on the table up to and including Health Care and Wages. To date we have only reached agreement on 6 contract provisions.

The negotiations are beginning to tighten and focus on resolving the issues on the table. We are very close to calling a membership meeting to discuss the current state of negotiations and handle other important membership business in preparation for any actions that the Union may need to plan.

If you have any questions or concerns, please refer to our official bulletins or your negotiating committee members. We thank you for your support and cooperation as we work through this process.

Fraternally,

NABET-CWA/KMEX Negotiating Committee

FOR MORE INFORMATION, VISIT NABET-CWA LOCAL 53'S WEBSITE AT:
<http://www.nabet53.org>