

**AGREEMENT BETWEEN**

**NABET-CWA, AFL-CIO**

**and**

**KVEA-TV/KWHY-TV**

**Burbank, CA**

February 1, 2010 through July 31, 2012

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## **PREAMBLE**

This Agreement is made and entered into this 1st day of February, 2010, by and between KVEA-TV and KWHY-TV, their lessees, successors, or assigns, for and with reference only to their Stations located in Burbank California (hereinafter called the "Company" or the "Station") and the National Association of Broadcast Employees and Technicians - Communications Workers of America, AFL-CIO (hereinafter called the "Union" or NABET-CWA"), with offices located at 501 Third St. NW, Washington D.C., 20001.

## **ARTICLE 1 - BASIC PRINCIPLES**

The Company and the Union have a mutual interest in the broadcast industry. Stabilized conditions of employment improve the relationship between the Company, its Employees, the Union and the public. All will benefit by harmonious relations and by adjusting any differences through rational common-sense methods.

It is the intent of the Parties hereto to set forth and agree upon the hours of work, rates of pay and other terms and conditions of employment. In consideration of the mutual promises and agreements contained herein, the Parties agree as follows.

## **ARTICLE 2 - RECOGNITION**

- 2.1 The Company recognizes the Union as the sole collective bargaining agent in respect to wages, hours of labor, and working conditions for the following two separate and distinct bargaining units (hereinafter referred to as “Employees”) employed by the Company at its Burbank, California facilities: (1) All regular full-time and regular part-time technical and production employees and (2) all regular full-time and regular part-time news writers. The parties agree that each of the above units is a separate bargaining unit within this Agreement and the fact that the parties have included each separate unit within this Agreement does not alter their separateness, nor shall the past practice or contract interpretation of the parties, if any, under the Agreement with respect to one of the units be applicable in any way or evidence of past practice or contract interpretation with respect to any other unit under the Agreement.
- 2.2 The term “Employees” shall refer to the members of the KVEA-TV/KWHY-TV bargaining units.
- 2.3 Whenever the term “Employee” is used in this Agreement, it shall refer to an Employee within one of the units covered by this Agreement.

### **ARTICLE 3 - NON-DISCRIMINATION**

- 3.1 There shall be no unlawful discrimination by any management representative of the Company against any Employee or applicant for employment because of the Employee's membership in the Union. There shall be no unlawful discrimination by the Union against any applicant or Employee because of the person's lack of membership in the Union.
- 3.2 Neither the Company nor the Union shall unlawfully discriminate against any Employee on account of race, color, sex, creed, age, religion, marital status, sexual orientation, national origin, disability, or veteran's status in regard to any position for which the Employee is qualified to perform the essential functions thereof.

#### **ARTICLE 4 - JURISDICTION**

- 4.1 The jurisdiction of this Agreement shall apply at the Company's studios, transmitter site and covered remotes when the station is originating programs produced and controlled by it to be broadcast by the station through its transmitter on its assigned FCC frequency for direct public reception. ("Broadcast by the station through its transmitter on its assigned FCC frequency for direct public reception" means the traditional analog service and/or the single primary digital program service which eventually will directly replace it.

If work is performed by the Company outside the jurisdiction of this Agreement at the Company's studio facilities or a covered remote location (e.g., material not to be broadcast by the Station on its FCC assigned frequency for direct public reception, material broadcast on another digital, UHF or VHF or AM or FM signal, syndicated programming, cable programming, non-broadcast material, non-primary digital program services, the internet, etc.) the Company may utilize the services of bargaining unit employees on such work at their usual rate of pay, but such assignment shall not be deemed to cede jurisdiction over such work to the Union.

- 4.2 The work of the bargaining units' Employees shall be as described in Article 8. Said work includes programming (news, sports, etc.) and the production of commercials, promos, PSA's and sales presentations done in KVEA-TV studios. It is the intention of the Company that the work in the classifications set forth in Article 8 will be performed by bargaining unit Employees, but nothing in this Agreement precludes the Employer from utilizing programming or media from outside sources.

- 4.3 It is understood that the assignment of these functions to the classifications in Article 8 is not done on an exclusive basis; i.e., nothing contained in this Agreement shall limit the Company's right to use other or non-bargaining unit personnel to perform such work, and NABET-CWA represented Employees may be assigned to perform work in the other bargaining units or other classifications and/or work not covered by this Agreement (including, e.g., that of Telemundo Network). When performing work for KVEA-TV not covered by this Agreement, the Employee shall receive no less than his/her current rate of pay for any such assignment. When performing work for another employer (e.g., Telemundo Network) the Employee shall receive his/her current rate of pay unless he/she has agreed to a different rate.
- 4.4 (a) It is the intent of the Company to assure that the performance of the bargaining units' work by non-bargaining unit personnel will not increase above the current level absent unforeseen circumstances.
- (b) It is the intent of the Company that there will be no layoff of bargaining unit employees because of the use of non-bargaining unit personnel under the terms of this Article.
- (c) As used in Section 4.4, "intent" means the stations' known and existing plans as of November 1, 2005, not a guarantee. "Unforeseen circumstances" means matters that are not existing plans of the stations as of November 1, 2005.
- (d) Any Employee laid off after November 1, 2005 contrary to or in violation of the provisions of Section 4.4 (a) or (b) shall be entitled to severance payments contained in Section 18.5 of this Agreement, except that the severance payable shall be 150% of the amount indicated and the limitation of 26 weeks shall be changed to 39 weeks. Such



payment is the sole remedy to which any Employee(s) or any party hereto is or shall be entitled for any violation of Article 4. An Employee who is returned to employment shall not subsequently receive severance pay for any period of employment for which severance was previously paid.

## **ARTICLE 5 - UNION MEMBERSHIP**

- 5.1 All Employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31<sup>st</sup>) day following the date of their employment or the effective date of this Agreement whichever is later. The Company shall be obligated under this Section to terminate the employment of any Employee by reason of his or her failure to obtain or maintain membership in the Union as required by this Section, upon receipt of a written request for such termination from the Union. The Company will, within ten (10) business days after receipt of notice from the Union, advise any employee who is not in good standing that s/he may be terminated from employment within two (2) weeks if s/he does not comply with this provision. The Company shall have the right to refuse such request to terminate if it has reasonable grounds for believing (i) that such membership is not available to the Employee on the same terms and conditions generally applicable to other members, or (ii) membership has been denied or terminated for reasons other than the failure of the Employee to tender periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. The Union agrees to indemnify the Company for any payment the Company may be required to make by order of any government agency or court of law in favor of any Employee whose services are terminated pursuant to such written requests.

- 5.2 The Company will provide the Union as of the effective date of this Agreement a list of the Employees who are then in the bargaining unit and showing the name, classification and continuous service date. The Company will notify the Union each quarter of the current list of NABET-CWA Bargaining Unit Employees.
- 5.3 The Company shall notify the Employee, with a copy to the Union, no later than ten (10) working days following the first day of work, of the Employee's status, classification, rate of pay, and with the employee's consent, the Employee's home address and telephone number will be provided to the Union.

## **ARTICLE 6 - DUES CHECK-OFF**

6.1 The Company, for each Employee included within the bargaining unit recognized by the Company, who individually, in writing, duly authorizes the Company to do so, will deduct from the earnings payable to such Employee each month, any monthly dues (including initiation fee, if any) for such Employee's membership in the Union and shall remit promptly to the Local all such deductions.

Subject to applicable law, any such authorization shall be irrevocable by the individual Employee for a period of one (1) year or until the expiration of this Agreement, whichever occurs sooner.

6.2 The individual authorization provided for shall be a signed form executed by the Employee. (Attached hereto as attachment A)

6.3 The Union agrees to indemnify and hold harmless the Company from any liability, including costs, attorney fees, penalties and interests, for which it may be liable by reason of its compliance with the provisions of this Article 6.

## **ARTICLE 7 – PROBATION PERIOD**

All new non-seniority regular Employees, shall be employed on a probationary basis as follows: for the first 1,040 straight time hours of employment for full-time employees, and six (6) calendar months for part-time employees. The Station may terminate the services of a probationary Employee without cause during such period of employment and without the Employee or the Union having the right to pursue such termination under the grievance and arbitration procedures. The Company may, in its sole discretion, extend the probationary period of a new employee equal to any periods of absence during the probationary period. If retained after the probationary period, the Employee's seniority date shall be the first date of such employment adjusted for any extension of the probationary period.

## **ARTICLE 8 - ASSIGNMENT OF DUTIES**

8.1 Subject to the provisions of Article 4 - Jurisdiction, the duties of each Employee shall be those specified in the classifications below. Each Employee shall be assigned to one of such classifications when hired, but may be assigned to perform the duties of any other classification or such other work as is designated by the Company.

8.2 Job Descriptions:

(A) Production

(1) Director. The Director oversees the various aspects of and coordinates all elements associated with a broadcast production or its elements, whether live or taped. He also supervises all technical personnel necessary to above-mentioned projects, and serves as liaison between news and technical staffs, working closely through all phases including concept through final execution and review.

(2) Technical Director. The Technical Director supervises all technical personnel associated with a production or its elements, whether live or taped, subject to the control of the director. The Technical Director is primarily responsible to the director and producer in executing technical requests.

(3) Post Production Editor. The Post Production Editor must possess proficient knowledge of linear and non-linear editing systems, audio boards, character generator, DVE, and still storers with videotape recorder/players. The Post Production Editor must understand producer's concepts and be able to translate requests using station equipment and must work both supervised and alone to complete on-line editing projects as required.

(4)     Robotics Camera Operators/Video Control Operator. The Robotics Operator is responsible for the set up and operation of robotic cameras for studio and flash studio productions, live or taped.

(5)     Assistant Director. The Assistant Director assists the news producer and director in assembling newscasts, teasers and promos, gathers all character generator material for full tracks and voice overs. In addition, the A.D. times all show elements.

(6)     Lighting Director. The Lighting Director is responsible for the assessment and implementation of lighting needs for all productions, e.g., studio and location production, lighting design and installation, including working knowledge of lighting boards, color temperatures (as they relate to video production), various lighting instruments plus electrical safety codes and requirements covering AC and DC powered lighting equipment. He must be able to design and budget lighting plot plans.

(7)     Videotape Operator/Prompter/Ingest. The Operator is responsible for operating equipment for in-house and other station or client related production, i.e., commercials, news promos, and programming dubbing, as well as the operation of the Teleprompter and any digital ingest devices, including Vibrant.

(8)     Audio Operator. The Audio Operator is responsible for audio operation for live broadcasts, news breaks, promos, pre-taped shows and post production including live remote feeds, phone-in reports and live music mixing.

(9)     Character Generator Operator. The CG operator must possess thorough knowledge in operating CG equipment for all productions or elements. The CG operator is responsible for composition and style.

## **(B) Engineering**

(1) **Maintenance Engineer.** The maintenance engineer assists other engineering staff, management and operators as required to ensure smooth operations. The Maintenance engineer's duties include, but are not limited to: preventive and corrective maintenance of production equipment, installation of production, transmitter and other equipment, maintenance and operation of SNG truck, technical assistance of production and news personnel; and participation as required in remote productions.

(2) **Transmitter Engineer.** The Transmitter Engineer keeps the transmitting plant in operational condition in accordance with current television engineering practices and safety standards.

## **(C) News and Sports**

(1) **Reserved.**

(2) **Reserved. Reserved.**

(3) **Photographer and Microvan Operator.** The photographer is responsible for gathering news, news documentaries, news special events, and other material in the field. The employee operates cameras, recording equipment, editing equipment, lighting gear, audio equipment, and other equipment in the field, as required, to execute the assignment. The Photographer may also, when assigned, be responsible for field set up and remote microwave transmission. The Microvan Operator operates a news vehicle equipped with a microwave transmitter. The employee drives the vehicle, establishes a signal from a remote location and sets up communication.

(4) **Tape Coordinator.** The Tape Coordinator coordinates, establishes and



maintains communications with the producer regarding the editing needs of the newscast, communicates with assignment desk of any in-coming feeds or special video sources, collects all newscast tapes, orders them, ensures that time sheets are correct and distributes them, and ensures that news tapes are ready on time for air in the tape room.

(5) News Editor. The News Editor is responsible for the editing stories for newscasts by working with a reporter utilizing raw footage gathered from the field and/or video library footage.

(6) Librarian. The Librarian is responsible for the operation and maintenance of the news video library. This includes but is not limited to: spot viewing incoming news footage, editing onto tape, cataloging and filing it in the library and continuous monitoring when assigned. The Librarian also researches, gathers, cues and distributes archive video for news stories and gathers all the daily footage material, files it, catalogs the footage, both on computer and manually.

(7) APC Operator. The Automated Production Control Operator is responsible for preparing and/or executing the operation of an Automated Production Control room computer system ("APC") for live and/or taped television broadcasts and/or remotes. He/she builds the rundown (automated or non-automated) for all broadcasts, PSAs, commercials, etc. He/she operates the APC and accompanying automation, which includes the creation and/or utilization of templates to automate production functions including: directing, technical directing, audio mixing, robotics operation, commercial integration, live / remote segment cut-ins, breaking news cut-ins, video file playback, graphics insertion and switching. He/she gives direction to talent and other technicians, when present, on broadcasts and/or remotes. The APC Operator

may act as a traditional Director or TD when additional control room technicians are present.

(8) APC Operator Assist. The Automated Production Control Operator Assist is also responsible for preparing and/or executing the operation of an Automated Production Control room computer system ("APC") for live and/or taped television broadcasts and/or remotes. The APC Operator Assist assists the APC Operator with the preparation of all broadcasts, PSAs, Commercials, etc. The APC Operator Assist monitors and will be actively involved with quality assurance, automation system interfaces / inputs, and other equipment used for television production, on air station operations, and/or remotes. This includes, but is not limited to: DEKO graphics, audio, server operation, video playback, live-shot / field communications, commercial monitoring / integration, robotic and/or hand held cameras, and/or teleprompter. He/she may be responsible for camera setup / shading, facilities readiness, and pre-show equipment checks. He/she also performs various station and/or remote operator duties for production of live and taped programming, news, station promotion, community service projects, commercials, and other productions, and/or remotes. He/she also may construct, install, repair, dismantle and/or store scenery, sets, props and materials to the extent that such work does not fall within the jurisdiction of another union's collective bargaining agreement with the Company.

(D) Advertising and Promotions

(1) Graphic Artist. The Graphic Artist is responsible for on-air graphics including openings, bumpers and news graphics, utilizing 2D and 3D animation.

(2) Promotions Producer. The Promotions Producer is responsible for creating, designing, editing, and producing of station promotional campaigns, commercials, special projects and news campaigns to include radio and TV spots.

(E) Programming

(1) Program Coordinator – reviews all commercial submaster tapes and infomercials for broadcast standards and quality control, screens and times all programs with backup copies for next day air.

(2) Program Editor - reviews and/or edits program material/movies for time/content and broadcast quality, as assigned.

8.3 A good faith effort shall be made to provide Employees with appropriate training for the duties of their classification.

8.4 In meting out discipline, the Company shall give due consideration to situations in which the employees commit operating errors while assigned multiple tasks not a regular part of their duties or significantly more than their usual duties.

8.5 For purposes of this article, “such other duties” shall usually mean those duties that may be assigned that are related to or an extension of described duties.

## **ARTICLE 9 - HIRING AND PROMOTIONS**

- 9.1 The Company agrees to post any full-time staff openings which occur in the bargaining units represented by the Union and to give Employees an opportunity to apply for said openings or positions.
- 9.2 Promotions will be made on the basis of qualifications, experience, ability, disciplinary record and skills. Where, in the sole judgment of the Company, such factors are equal among bargaining unit Employees, seniority shall prevail among them.
- 9.3 Nothing herein shall prevent the Company from hiring a non-Employee or transferring a non-Employee to fill a bargaining unit position.

## **ARTICLE 10 - TRAINEES AND INTERNS**

The Company may employ trainees and/or interns who may perform bargaining unit work, but not for the purpose of depriving bargaining unit Employees of work which would result in their layoff, or termination or reduction of their hours.

The Company will adhere to its internal guidelines in the selection of interns.

## **ARTICLE 11 - PART-TIME EMPLOYEES AND DAILY HIRES**

- 11.1 The Company has the right to hire part-time Employees and Daily Hires to perform bargaining unit work.
- 11.2 Daily Hires and part-time Employees will be laid off as provided in Section 18.
- 11.3 Generally, part-time Employees work no more than thirty (30) hours a week and gain seniority on a pro-rata basis of their hours worked as compared to a full-time Employee.
- 11.4 When a vacancy occurs in a regular full-time staff position, the Company will give consideration to the hiring of qualified part-time employees and Daily Hires.
- 11.5 If a Daily Hire is hired as a regular full-time Employee she/he will receive bargaining unit seniority credit for all hours worked in the preceding year.
- 11.6 Part-time employees and Daily Hires may be utilized by the Station as business needs require. Part-time Employees and Daily Hires will receive only the benefits accorded to them as set forth in this Agreement.
- 11.7 Daily Hires will receive the following allowance as a flat daily hire fee in lieu of benefits for each day of work as a daily hired:

Effective 2/1/10      \$35.00

Effective 2/2/11      \$37.50

The parties have agreed that the first fifteen dollars (\$15.00) a day in lieu of benefits paid pursuant to this section shall be contributed to the Entertainment Industry Flex Plan.

Daily Hires may also voluntarily contribute to the Entertainment Industry 401k Plan; however, the Company shall have no contributory or fiduciary responsibility with respect to the same.

- 11.8 Part-time Employees and Daily Hires shall be paid double time for all hours worked on a holiday, as defined in Article 19.

## **ARTICLE 12 - HOURS OF WORK, DAYS OFF AND OVERTIME**

12.1 The work day and work week shall be as follows:

- (a) The work day for a full-time Employee shall consist of eight (8) or ten (10) hours. In addition, the Station will schedule an unpaid meal period of one hour during which the Employee will be relieved of all duty. Where business conditions require or the employees elect (with the Company's consent) the meal period may be shortened to one-half hour. Where the meal period is shortened at the Company's direction Employees will be given as much notice as is practicable in the circumstances. Said meal period shall not begin earlier than two and one-half hours after the start of the shift and be completed by the middle of the seventh hour. Second and subsequent meal periods of no less than thirty (30) minutes shall be scheduled after each four (4) hours of work beyond the completion of the regular shift.
- (b) A work week consisting of five (5) work days of eight (8) hours each shall include two (2) consecutive days off. A work week of four (4) ten (10) hour days shall include three (3) consecutive days off. The Company may deviate from assigning consecutive days off upon the request of an employee or due to an emergency. The Union shall be notified of such deviations.
- (c) Four Day Work Week
  - (1) The Company may schedule, with the consent of the majority of the employee(s) in the affected work unit, a four (4) day work week to meet operational



requirements. Such scheduling shall be posted with other work schedules on daily and weekly schedule forms.

(2) A regular work day shall consist of ten (10) hours of work. A tour of duty beginning on one calendar day and ending on another calendar day shall be considered as same work day and attributed to the first calendar day.

(3) A regular work week shall consist of forty (40) hours of work with ten (10) hours per day on any four (4) of the seven (7) days beginning at 12:01 a.m. Saturday and continuing until 12:00 midnight the following Friday. Overtime will be payable after 10 hours of work in a day. Each Employee shall have three (3) days off in each week, at least two (2) of which shall be consecutive. Friday and Saturday shall be considered consecutive days.

(4) Vacations for Employees on a four day work week schedule work week shall consist of forty (40) hours of vacation time for each week of earned vacation. Such time is to be taken in whole days and not fractions of a day unless whole days are not available.

(5) Holidays/Personal Days: Employees scheduled to a four (4) day work week shall be allowed eight holidays (those designated in Article 19 except for Martin Luther King Day and the Company-designated holiday) with ten (10) hours of time off with pay for each such holiday that falls on a work day in the Employee's scheduled four day work

week. The other provisions of Article 19 will apply in the same manner as herein.

An Employee shall receive the number of personal business days permitted under this Agreement, if such days fall during a scheduled four (4) day work week. Employees will receive ten hours pay for each full personal business day, or pro-rata portion thereof.

(6) Sick Days: An Employee shall receive eight sick days in lieu of the number designated in Article 21, with ten hours of pay for each full day of sick leave or pro-rata portion thereof, if such days fall on a regular work day in the Employee's scheduled four (4) day work week.

(7) Meal Periods: Meal periods shall be governed by Section 12.6(b) except that, for employees on a four (4) day work week, the Company may assign the meal period to start during the third hour and/or be finish by the end of the seventh hour of each ten (10) hour shift.

(8) Night Shift Differential: Night shift differential shall apply as defined in Section 12.7.

(d) The work week shall begin on Saturday of each week and all shifts shall be considered as occurring completely on the day on which they begin. The Company may change the day the work week begins to conform to other stations.

- (e) Paid vacation, holidays, sick leave and personal days will be considered time worked for computing overtime, which shall be paid to the nearest one-quarter (1/4) or one-tenth (1/10) hour, at the sole discretion of the Company.
- (f) The Company will comply with the requirements of the Minimum Wage Order (applicable to broadcasters) with respect to overtime and double time. The Wage Order currently provides for pay at the rate of time and one-half for work performed in excess of eight (8) hours in a work day (after ten (10) hours for employees on a work schedule of four ten (10) hour days) and work performed in excess of forty (40) hours in a work week; and double time for work performed in excess of twelve (12) hours in a work day and work performed in excess of eight hours on the seventh day of a work week.

12.2 No Employee shall be assigned to a shift until ten (10) hours have elapsed since the end of his or her previous shift. No Employee shall be assigned to a shift until thirty-four (34) hours have elapsed after the end of the shift prior to a scheduled day off, fifty-eight (58) hours have elapsed after the end of the shift prior to two scheduled days off or eighty-two hours have elapsed after the end of the shift prior to three scheduled days off. In the event less than the required number of hours have elapsed between an Employee's shifts, he or she shall receive ten dollars (\$10.00) per hour paid to the nearest quarter or one-tenth (1/10) hour, at the sole discretion of the Company, for all time within the relevant period the Employee is obligated to work, except if such interval of less than the required notice is the result of the request of the Employee, the unanticipated absence of other employees, an emergency or breaking news. This premium shall not be applicable in cases where the employee has been called in to work on a scheduled day off.

- 12.3 It shall be the Employee's obligation to check his or her work schedule before leaving each day.
- 12.4 The weekly work schedule shall be posted by 2:00 PM Tuesday, but the schedule is subject to change due to emergencies, the unanticipated absence of employees or breaking news. Notice of schedule changes affecting starting times shall be given as far in advance of the changed starting time as possible, but no later than thirty-six (36) hours prior to the reporting time. By mutual agreement between the Company and the Employee, the advance notice may be waived. Shift or starting time changes made necessary because of the unanticipated absence of other Employees, an emergency or breaking news shall excuse lack of notice. Failure to give the requisite notice shall result in a penalty of ten dollars (\$10.00) per hour payable to the nearest quarter hour for the time worked without such notice.
- 12.5 The term "Call-in" shall mean any work performed outside of the regular work period when such time is not consecutive with and immediately prior to or following the Employee's regular daily assignment. For each Call-In the Employee shall be assigned to perform work and shall be paid time and one half for all hours worked from the start to the completion of the assignment with a minimum of four (4) hours, provided that if the Call-in is on a day the Employee is not scheduled to work, the minimum pay shall be for six (6) hours of work unless the Call-in is to substitute for an Employee who was on the posted schedule but did not or could not work as scheduled, in which case the minimum remains four (4) hours of work. The Employee may voluntarily leave when the project is finished, but before the minimum hours have elapsed, in which event the Employee shall

be paid for the time actually worked. An employee who receives payment under this provision shall not receive a premium under section 12.2 or 12.4 because of the call-in.

## 12.6

- (a) Breaks. Employees shall be entitled to two (2) ten (10) minute breaks, one in each half of their eight/ten hour shift, to be taken at times mutually agreed by the Employee and his/her supervisor.
- (b) Meal Penalty. A meal missed at the direction of the Company shall result in the payment to the Employee of \$16.50 for each occurrence effective February 1, 2010; \$18.00 for each occurrence on or after February 2, 2011.

12.7 Night Shift Differential: All work between the hours of 12 midnight and 6:00 AM receives a premium of fifty cents (\$0.50) per hour, paid in 15 minute or 6 minute increments (at the sole discretion of the Company), in addition to all other pay due for said work.

12.8 There shall be no compounding, duplication or pyramiding of overtime or other premiums or penalties referred to in this Agreement. Additional pay, where two or more provisions apply to the work performed, shall be the highest single rate to the Employee for the hours worked or affected by such hours worked, except for the penalties specified in 12.2, 12.4, and 12.6(b).

12.9 For purposes of this Article:

- A. "Emergency" means an event or occurrence, singly or in combination with others, which interferes with the usual and customary functioning of the Employer's operations.
- B. "Breaking news" means an unplanned newsworthy occurrence or event of which the Employer's news operations management, upon reasonable diligence, would not have been aware.
- C. "Emergency" and "breaking news" shall not include coverage of routine news events.

### **ARTICLE 13 - GRIEVANCES AND ARBITRATION PROCEDURE**

- 13.1 Any dispute or grievance between the Company and the Union or an Employee regarding the application, interpretation or meaning of any of the provisions of this Agreement shall be brought under this procedure and settled in the following manner.
- 13.2 The Employee shall first take up the question with his or her supervisor, or the supervisor's designated representative. If a satisfactory agreement cannot be reached within seven (7) calendar days of the matter being presented, the grievance may be submitted to the General Manager or Station Manager or his/her designee.
- 13.3 To be valid, any grievance must be presented to the Company in writing within ten (10) business days of when the Employee knew or should have known of the occurrence or onset of the event or act complained of, or the grievance will be waived and not subject to the provisions of this Article. The Company's response to the written grievance shall be submitted to the Union in writing within seven (7) calendar days of receipt of the written grievance. If a satisfactory settlement is not thereby reached, the Company and the Union shall meet with each other to attempt to resolve the grievance within seven (7) calendar days of receipt of the written response. If the grievance is not thereby resolved, it may be appealed to arbitration by the Union or the Company by written notice to the other party sent within five (5) working days of the transmission of the Company's response.
- 13.4 If arbitration is requested in accordance with the foregoing requirements, the arbitrator shall be selected by mutual agreement. In the event the parties cannot mutually agree upon an arbitrator, a list shall be obtained from the Federal Mediation and Conciliation

Service from which the parties shall alternately strike, the party striking first to be decided by the toss of the coin.

13.5 In arbitration, no claim shall be made for retroactive adjustment of any grievance prior to ten (10) days from the date of the filing of the grievance.

13.6 The decision of the arbitrator shall be final and binding upon all parties hereto, including the Employees affected by the grievance, provided that the arbitrator shall have jurisdiction and authority only to interpret and apply the provisions of the Agreement. The arbitrator shall have no authority to add to, subtract from or in any way modify the provisions and terms of this Agreement. Length of service and past work performance shall not be a consideration in an arbitrator's determination of whether discipline or discharge was for cause unless poor work performance is the reason for the discipline or discharge.

13.7 The costs of the arbitration shall be borne equally by the parties; the costs include the arbitrator's fees and expenses, hearing room cost, and the cost of a transcript, if any.

13.8 Grievances filed after the expiration date of this Agreement shall not be arbitrable.

Grievances based upon decisions and/or acts of management occurring prior to the effective date of this Agreement shall not be arbitrable.

13.9 The time limits set forth in this Article are the essence of this Agreement. No grievance shall be accepted by the Company unless it is submitted or appealed within the time limits set forth herein. If a grievance is not timely appealed to the next step, it shall be deemed to have been settled in accordance with the Company's answer at the previous step. Only the Union or the Company may require arbitration of the other party to this



Agreement. Time limits under this article may be extended by mutual agreement of the Parties, in writing.

13.10 No arbitrator shall have more than one grievance under consideration at any one time unless the parties hereto agree otherwise in writing. A grievance shall be deemed under consideration until the arbitrator has rendered the decision and award in writing.

13.11 No grievance shall be arbitrable and no right of action shall accrue to the Union or any Employee under this Agreement with respect to:

- (a) Any matter involving the administration, interpretation or application of any insurance plan or other fringe benefit administered by the Company, whether or nor mentioned in this Agreement, in which Employees covered by this Agreement are eligible to participate; or
- (b) Any claim which, if true, would constitute a violation of any federal or state legislation concerning discrimination and/or the National Labor Relations Act.

13.12 In addition to the grounds provided by law for vacating and/or correcting an arbitration decision or award, upon petition by either party to a court of competent jurisdiction, any arbitration decision or award hereunder shall be vacated and/or corrected upon any of the following grounds:

- (a) That the arbitrator exceeded his jurisdiction or authority under this Agreement and/or the submission agreement;
- (b) That the arbitrator's decision or award is not supported by substantial evidence; or
- (c) That the arbitrator's decision or award is based upon an error of law.

## **ARTICLE 14 - MANAGEMENT RIGHTS**

14.1 It is understood and agreed that the Employer retains all of its customary, historical, and usual rights, function and authority of management, except as any of those rights, functions, or authorities are hereinafter specifically abridged or modified by the express written agreement with the union as to such particular subject. It is further agreed that the following enumeration of management rights shall not be deemed to exclude other rights not herein enumerated but shall be deemed representative and characteristic of the customary, historical and usual rights which are retained by the Employer;

- The right to hire, to determine the number of employees, including the number of employees assigned to a task or a particular operation;
- To increase or decrease the work force;
- To maintain the efficiency of its operations and of its employees;
- To subcontract work;
- To determine and select the equipment and/or programs to be used in the Company's operations, and, from time to time, to change or discontinue the use of any equipment and/or programs and select new equipment and/or programs for its operation, including the equipment and/or programs for new operations. The company agrees to negotiate with the Union over any adverse impact such equipment may have upon bargaining unit employees.
- To assign work to supervisors or other persons not covered by this Agreement, to direct, to assign work to, to supervise all of its employees;
- To promote and demote, to layoff for lack of work; to suspend, discharge or otherwise discipline for cause, as in the judgement of management is advisable, in accordance with the terms of this Agreement;

- The right to decide the nature of equipment, machinery, methods or processes and to change or discontinue existing equipment, machinery, methods or processes;
- To establish standards of work required.

14.2 The Employer may establish and make known work rules and safety rules which may carry penalties and the manner of application thereof, and modify them unilaterally from time to time, provided the Employer shall give notice to the Union of such modifications.

14.3 Reserved

14.4 Nothing in this Agreement shall limit the assignment of graphics, transmitter control and/or master control and directly associated work to personnel at other locations, Company-related or otherwise. Such personnel can perform graphics, transmitter control and/or master control work at that location electronically or through computers, in lieu of the location covered by this Agreement. Should any Employee be laid off as a result of this provision, Section 18.5 of this Agreement shall apply to such Employee, except that severance payable shall be twice the amount indicated and the limitation will be 52 weeks of severance pay. An employee who is returned to employment shall not subsequently receive severance pay for any period of employment for which severance was previously paid.<sup>1</sup> Such employees will be eligible to receive paid medical benefits for up to three (3) months, or until they attain other employment providing medical coverage, whichever comes first.

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<sup>1</sup> The junior staff Employee in graphics (Martinez) if laid off prior to attaining five years of seniority, will receive two weeks per year of severance for each year of service as though she had attained five years of seniority.

## **ARTICLE 15 - NO STRIKE/NO LOCKOUT**

During the term of this Agreement there shall be no strikes (including but not limited to sympathy strikes), slowdowns, sick-outs, picketing, boycotts or stoppages of, or interference with work by the Union or the Employees. There shall be no lockout by the Company during the term of this Agreement. The Union will take every reasonable means within its powers to induce Employees engaged in any strikes, slowdowns, sick-outs, picketing, boycott or stoppage or other interference with work to return to work. In the event of a breach of any of the foregoing covenants by either party, the other may seek relief by way of injunction or damages in either state or federal court, regardless of whether or not the subject of the dispute giving rise to the breach is subject to grievance and arbitration, and the same shall not act to waive any other rights or benefits which may accrue to the parties pursuant to this Agreement. The Company agrees not to discharge or discipline an employee for refusal to cross a picket line, when crossing it would place his/her personal health or safety or property in jeopardy. Further, Employees shall not be assigned to work at any facility for or to assist any other employer in breaking any strike or effectuating any lockout.

## **ARTICLE 16 - DISCIPLINE AND DISCHARGE**

- 16.1 The Company will have the right to discipline or discharge any Employee for cause. The Company agrees to follow the principles of progressive discipline with respect to regular employees. In the event a regular Employee is disciplined or discharged by the Company and the Employee believes he or she has been disciplined or discharged without cause, he or she may handle the matter as a grievance under the procedure of Article 13 hereof. If such matter is not made the subject of a grievance within ten (10) business days from the date of the discipline or discharge, any objection thereto shall be deemed to have been waived. In any such arbitration, the grievance shall not be upheld if it is found that the Company's determination that cause existed to discipline or discharge the Employee was not made on an arbitrary or capricious basis. Warning notices/letters may be grieved but not arbitrated unless and until a suspension or discharge occurs.
- 16.2 Copies of notices of suspension or discharge of regular Employees will be forwarded promptly to the Union. Copies of warning notices/letters to regular Employees will be provided to the Union, however, failure to do so shall not prevent the Company from utilizing the underlying conduct or warning as a basis or in support of any suspension or discharge, and such warning shall be given the same weight by an arbitrator as if a copy had been provided to the Union. Failure by the Union to grieve a warning notice due to lack of forwarding such discipline to the Union as provided above shall not prejudice the Union's challenge to the discipline as part of a suspension or discharge.

## **ARTICLE 17 – SENIORITY**

- 17.1 An Employee shall not be considered a regular Employee and shall have no seniority rights until he or she has completed the probationary period provided in Article 7.. A Daily Hire shall not be considered a regular Employee, and shall not accrue seniority except as provided in Article 11.5. After completion of the probationary period in Article 7, a regular part-time employee shall be credited with seniority from the first date of such employment, adjusted for any extension of the probationary period, and such seniority shall determine layoff rights only among other part-time employees.
- 17.2 For purposes of this Agreement there are two types of seniority. Company seniority is measured by length of employment with the Company and is used to calculate vacation accrual and severance. Bargaining unit seniority is length of service within the bargaining unit and is used with respect to layoff and recall as provided for in this Agreement.
- 17.3 Except as provided below, bargaining unit and Company seniority continue to accrue during a leave of absence up to a maximum of twelve weeks or as required by law. During an unpaid leave of absence, the Employee does not accrue benefit seniority, such as vacation, sick leave, personal leave, health plan contributions, except as provided by law. During an unpaid personal (non-FMLA/CFRA) leave of absence, an Employee does not accrue bargaining unit seniority.
- 17.4 Seniority shall be lost in any of the following manners:
- (A) Voluntarily quitting or retirement.

- (B) Failure to report for work at the expiration of leave of absence.
- (C) Failure to notify the Station on the Employee's plan to return to work within three (3) days after receipt of written notice by certified mail of recall from layoff.
- (D) Discharge.
- (E) Failure to work because of layoff, sickness or injury for a period of six continuous months.

## **ARTICLE 18 - LAYOFF AND RECALL**

- 18.1 The Company recognizes the principle of seniority in connection with layoffs, and recall following layoff and in making its decision, the Company will consider the Employee's skills, qualifications, disciplinary record following the effective date of this Agreement; and ability to perform the remaining work. Where the Company determines the foregoing factors are substantially equal, the Employee with the least seniority shall be laid off. Seniority for purposes of layoff shall be determined by classification (per Article 8) with the Employee's classification being considered the one in which the Employee performed most of his or her work during the twelve months immediately preceding the layoff. First daily hires, then part-time employees in a classification must be laid off prior to the layoff from that classification of a regular full-time employee.
- 18.2 When the Station's decision under the provisions of this Article is not in accordance with seniority, it will notify and discuss (before taking the action, if possible) with the Union the reasons for its decision. The Company's decision in regard to these matters is subject to processing under the grievance and arbitration procedure, but the arbitrator shall uphold the Company's decision unless the decision was made on an arbitrary and capricious basis.
- 18.3 An Employee voluntarily leaving the employ of the Station shall give the Station two (2) weeks written notice of his or her intention to leave employment.
- 18.4 If, after laying off regular full-time Employees, part-time or Daily Hire work becomes available in the classification from which the Employee was laid off, such work shall be offered to such full-time Employees on layoff from that classification with current recall



rights, who shall have the first option to accept such work . [This is not a recall within the meaning of Section 18.8.]

- 18.5 Layoff shall be preceded by two (2) weeks notice or pay in lieu thereof, or combination of notice and pay. In the event of a layoff, the Employee shall receive severance pay in accordance with the following formula: less than 60 months employment - 1 week for every year of service; 60 months of employment or more - 2 weeks for every year of service up to a maximum of 26 weeks. An Employee does not receive severance for an employment period for which s/he has previously received severance pay under this Agreement.
- 18.6 Nothing in this Agreement shall prohibit the Company and the Union from negotiating a special incentive for an Employee who agrees to accept a voluntary layoff out of seniority order, waiving recall rights or voluntarily resigning or retiring. The Employee shall be informed of any offers made by the Company or the Union. The Union will not reject any offer to which the Employee agrees. Such incentive may be conditioned on the Employee signing a release in a form acceptable to the Company.
- 18.7 A full-time Employee selected for layoff may elect, within five working days of notice of layoff, to qualify for a position in another classification where:
- a) The Employee has more company seniority than another Employee in that classification, and
  - b) if the Employee is moving up in a classification (as determined by the relevant minimum wage for the classification) within his/her department (as set forth on the wage schedule), or into a classification in a different department:

1) the Employee has worked more than 170 hours for KVEA/KWHY in that classification during the twelve months immediately prior to the layoff notification date or has the equivalent industry experience with similar equipment and technology working at another broadcaster during such time; or

2) the Employee has the minimum skills necessary to perform the essential functions of the position the Employee is seeking.

If an Employee makes an election under the above terms, the Company will assign the Employee to work in that classification for two weeks and provide such in-house training as may be needed to bring the skills of the Employee to a competent level, to the extent possible.

3) At the end of the two week period, the Company will evaluate the Employee. If the Company believes the Employee is not meeting performance requirements for the position, the Employee and manager will discuss the reasons and possible solutions, including further training focused on those areas. If the Employee is deemed not sufficiently skilled to hold the position s/he may accept layoff with severance, or elect to have an additional two weeks work/training.

4) If an Employee elects to receive two additional weeks work/training, at the end of that period the Company will evaluate the Employee. If the Employee is deemed not sufficiently skilled to hold the position, s/he will be laid off and receive severance less the wages paid to the Employee during the additional two week period.

The Company's decisions under Section 18,7(b)(3) and (4), if disputed by the Employee, shall be subject to arbitration as provided in Article 13 of this Agreement.

c) Employees assigned to an alternative position at the end of a two or four week work/training period shall be on probation for skills only for 90 days following the assignment. The Company may lay off an Employee without recourse during the probationary period, but only if the Employee has received at least three (3) written performance-related write-ups during the relevant period. If laid off during or at the end of the 90 day period, the Employee will receive severance, but not notice pay, less the wages paid to the Employee during the additional two week work/training period.

d) Employees reassigned pursuant to these provisions will receive a wage rate of at least the minimum for the new classification, not less than 80% of their former rate, or the rate of the next junior person in Company seniority for that classification, whichever is higher.

18.8 Employees with recall rights shall be recalled to any full-time employment in their respective classifications in the inverse order of their selection for layoff, with original seniority maintained for up to six (6) months as per their respective seniority dates, except that vacation accrual will begin with first date of reemployment. An offer of reemployment shall be sent by the Company to the Employee's last known address by certified mail, with a copy to the union. If such Employee fails to modify the Company in writing of his/her acceptance within one week of the dispatch of such offer, or if such Employee fails to report to work at the station when required (but not sooner than seven (7) days of dispatch of such offer), then all of his/her reemployment rights shall terminate. Recall rights shall apply only to reemployment which, at the time of recall, is anticipated to be for a period of at least four (4) consecutive work weeks.

## **ARTICLE 19 - HOLIDAYS**

- 19.1 Regular full-time Employees receive ten (10) holidays per year. Part-time Employees and Daily Hires are not eligible for paid time off. Holidays are announced each year. The holidays consist of the day of observation of New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas and one additional holiday designated annually by the Company.
- 19.2 To be eligible for a paid holiday, the Employee must have worked or received compensation from the Company for his or her scheduled work day immediately preceding and immediately following said holiday, unless excused by the Company.
- 19.3 (a) An eligible Employee who performs no services on the holiday will receive pay at the straight time rate for the hours for which the Employee is regularly scheduled, up to eight (8) hours of pay.
- (b) If the holiday falls on a day the Employee is usually scheduled to work, and the Employee is required to perform services on such day, the Employee will receive double time and a half for all hours actually worked on such day up to eight hours of actual work, and will be paid there after normal overtime rates.
- (c) If an eligible Employee receives pay for a holiday which falls on a work day within the Employee's paid vacation time, the Employee will not be charged a vacation day for the paid holiday.
- 19.4 If a Daily Hire or part time employee works on, any holiday, she/he shall be paid double-time for all hours worked on said holiday.

19.5 An Employee who wants to be scheduled off on a holiday must make that request at least 30 days in advance of the holiday in question.

## **ARTICLE 20 - VACATIONS**

Vacation will be granted to full-time Employees in accordance with the following provisions:

During the first year of service	<b><u>If You Were Hired In</u></b>	<b><u>Vacation entitlement</u></b>
	January, February, March	Annual entitlement
	April, May, June	One-half (½) annual entitlement
	July - December	No vacation entitlement
After the first year of service	<b><u>Years of Full-Time Service With The Company</u></b>	<b><u>Vacation Entitlement</u></b>
	1-5 years	10 work days
	6-10 years	15 work days
	11 + years	20 work days

Vacation entitlement applies to the calendar years of the Employee's anniversary (i.e., if date of hire is April 15, 1998, 15 days of vacation entitlement occurs in the calendar year 2003, and 20 days in 2008.

### **20.1 Vacation selection & utilization**

- (a) Vacations will normally be scheduled and taken in segments of one (1) week blocks. Vacations (normally taken in segments of one (1) week blocks) shall usually begin with the employee's two (2) days off immediately preceding his paid vacation days and shall not be concluded until his/her two (2) regular days off immediately before returning to commence his/her regular work week.
- (b) No later than October 1<sup>st</sup> of each year the employer will provide a vacation schedule sign-up sheet for each seniority group to make their selection for the current year. The vacation schedule sign-up sheet shall show the total year

broken into months and weeks, and regular full time employees shall have their names appear on the sign-up sheet with the person having the greatest seniority first continuing through the person having the least seniority appearing last. Employees shall make their selection according to their seniority within their respective seniority group until all vacation requests have been made and thereafter, once posted, shall not be altered without the consent of those concerned. Seniority vacation scheduling shall be completed by all employees by November 15 of each year. After November 15, vacation requests will be selected on a first come, first served basis. Vacation requests made on at least four weeks' written notice will be approved or disapproved by the Employer within 10 working days of receipt of notice.

- (c) As a part of the above selection process, preference shall be given on a rotational basis to the senior employee who would like to return to his/her non-U.S. native home during the Christmas holiday season (December 10 to January 15). Should more than one (1) employee make such a request in a given year, and should the Employer not be able to grant all requests, the following year notwithstanding any other requests, employees whose request were denied previously shall be given preference for this vacation.
- (d) Employees may elect to split their vacations on the basis of seniority rotation, i.e., an employee electing to split his vacation shall make his second (or third) choice after all employees have made their first (or second) selections in seniority rotation. Split vacation selections resulting in an employee taking a vacation of less than one week may be taken upon mutual agreement.

- (e) Should an employee not elect to request his or her full allotment of available vacation time in the first round of selections (between October 1 and November 15), and s/he subsequently requests the same time as another employee who designated that time in the first round of selections, such employee may not “bump” the other employee from his or her requested/approved time.
  - (f) The vacation schedule will be posted no later than December 1 of each year. The vacation period will be year long, but the Employer reserves the right to limit the number of those employees on vacation at any one time.
  - (g) All changes and revisions to vacations must be requested in writing 45 days in advance. Revisions will be kept to a maximum of two (2) per year per employee and, except in case of an emergency, must be mutually agreed between the Employer and the Employee.
  - (h) Vacation time may be carried over only with the approval of management. If permitted, such vacation time the next year will be paid at the Employee’s hourly rate in effect the previous December 31.
- 20.2 Unused, but accrued vacation time will be paid to an Employee upon termination from the Company and used but unaccrued vacation will be deducted at termination. Except as provided in Section 20.1, vacations are paid at the Employee’s straight time hourly rate in effect at the time of the vacation.
- 20.3 The company reserves the right to require an Employee to postpone a vacation due to business requirements and skills, in which event pay shall be determined under Section 20.2. During major ratings periods, vacation is granted only by specific approval of



management. Employees will not be recalled from vacation except during emergencies, after first unsuccessfully seeking assistance from freelancers. The company will accept an Employee's reasonable excuse for refusing a work assignment while on vacation.

## **ARTICLE 21 - SICK LEAVE**

Sick leave shall be granted to regular employees covered by this agreement in accordance with the GE policy covering NBC employees.

## **ARTICLE 22 - WELFARE AND PENSION PLANS**

### **Section 22.1**

The GE Life, Disability and Medical Plan (except Part III) shall be applicable to staff employees covered by the KVEA Agreement who were hired prior to May 12, 2004, so long as their continuous service is neither lost nor broken or otherwise no longer maintained for any reason set forth in the applicable GE Benefits Handbook, even if such service is subsequently restored in accordance with terms of that Plan.

GE Life, Disability and Medical Plan (excluding Parts III, VII and VIII and retirees under age 65 may continue coverage of Parts IV and V until age 65, provided they pay the full cost thereof) shall be applicable to staff employees covered by the KVEA Agreement who were hired on or after May 11, 2004 and those hired prior thereto who, on or after May 12, 2004, had their continuous service either lost or broken or otherwise no longer maintained for any reason set forth in the applicable GE Benefits Handbook, even if such service is subsequently restored.

### **Section 22.2**

The GE Dependent Life Insurance Plan for Hourly and Non-Exempt Salaried Employees shall be applicable to employees covered by the KVEA Agreement in accordance with the terms of that Plan.

### **Section 22.3**

The NBC Salary Continuance Policy shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Plan.

### **Section 22.4**

The GE Long Term Disability Plan for Salaried Employees shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Plan.

#### Section 22.5

The GE Adoption Assistance Program shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Plan.

#### Section 22.6

The NBC Travel and Extra Hazardous Insurance Plan shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Plan.

#### Section 22.7

The GE Stock Redemption Program shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Plan.

#### Section 22.8

The GE Personal Accident Insurance Plan shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Plan.

#### Section 22.9

The GE Long Term Care Insurance Plan shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Plan.

#### Section 22.10

The GE Work/Life Connections Program shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Program.

#### Section 22.11

The GE Emergency and Family Aid Plan shall be applicable to the employees covered by the KVEA Agreement in accordance with their terms of that Plan.

#### Section 22.12

The NBC Family Care Alternative Work Schedule Policy shall be applicable to regular employees covered by the KVEA Agreement in accordance with the terms of the Policy and the parties' practices of working out mutually acceptable agreements involving alternative work schedules, which have included the proration of various benefits (e.g., vacation, sick leave, medical disability).

#### Section 22.13

The GE Personal Excess Liability Plan shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Plan.

#### Section 22.14

The GE Employee Product Purchase Plan shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Plan.

#### Section 22.15

The GE A Plus Life Insurance Plan shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of that Plan.

#### Section 22.16

Reserved.

#### Section 22.17 – Pension

The GE Pension Plan, GE Medicare Plan and GE Pensioners Hospital Indemnity Plan are applicable to the employees covered by the KVEA Agreement in accordance with the terms of those Plans.

#### Section 22.18 – Savings and Security Programs

The GE Savings and Security Program and the Union Representatives Savings and Security Program shall be applicable to the employees covered by the KVEA Agreement in accordance with the terms of those Programs. (See Union Representatives Savings and Security Program Agreement).

#### Section 22.19

The Union will be notified of any changes to any of the GE Plans, Programs and policies specified in Sections 22.1, 22.2, 22.4, 22.5, 22.7, 22.8, 22.9, 22.10, 22.11, 22.12, 22.13, 22.14, 22.15, 22.17 and 22.18 and to any changes which affect the eligible employees of NBC generally made during the term of this Agreement in any NBC Plan, Program or policy specified in Articles 21 and 23 and Sections 22.3 and 22.6. Changes in any of the GE or NBC Plans or Programs made during the term of this Agreement that apply to staff employees of NBC Universal shall automatically be applicable under the same terms and conditions to eligible staff employees covered by this Agreement. The Company will supply the Union, upon request, with a copy of each Plan, Program or Policy specified in Articles 21, 22 and 23.

### **ARTICLE 23 - TUITION REFUND**

The NBC Tuition Refund Plan shall be applicable to the Employees covered by this Agreement.

## **ARTICLE 24 - WAGES**

- 24.1 Except for the provisions of Section 24.6, each Employee shall be paid at least the following minimum hourly rate of pay based upon his classification with the Employer:

	Feb 1, 2010	Aug 1, 2011
<b>PRODUCTION</b>		
Director	\$35.70	\$36.59
Technical Director	\$32.64	\$33.46
Post Production	\$36.72	\$37.64
Robotics/VCO	\$31.62	\$32.41
Lighting Director	\$30.60	\$31.37
Vibrint	\$28.56	\$29.27
Tape Ops/Prompter/Ingest	\$27.54	\$28.23
Audio	\$30.60	\$31.37
Chryon/CG	\$29.58	\$30.32
Assistant Director	\$29.58	\$30.32
Floor Director	\$22.44	\$23.00
APC Operator	\$38.76	\$39.73
APC Operator Assist	\$32.13	\$32.93
<b>ENGINEERING</b>		
Maint Eng		
	\$34.68	\$35.55
Transmitter Eng	\$34.68	\$35.55
Hybrid Van	\$31.62	\$32.41
	Feb, 2010	Aug 1, 2011
Microwave Op	\$31.62	\$32.41



Microwave Op/photog op	\$33.66	\$34.50
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#### **NEWS AND SPORTS**

Photog/ENG	\$30.60	\$31.37
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News Ed	\$24.48	\$25.09
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Tape Coord	\$25.50	\$26.14
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V/T Librarian	\$22.44	\$23.00
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News Writer	\$28.56	\$29.27
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#### **ADVERTISING AND PROMOTIONS**

Producer	\$28.56	\$29.13
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Final Cut pro/Avid Ed	\$29.58	\$30.32
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Graphic Artist	\$26.52	\$27.18
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Copy Writer	\$26.52	\$27.18
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Associate Producer	\$26.52	\$27.18
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#### **PROGRAMMING**

Broadcast Editor	\$30.60	\$31.37
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Prog Coord	\$28.56	\$29.27
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- 24.2 The following supervisors shall be paid at least \$1.00 (one dollar) per hour above the minimum amounts for their classification per day assigned to such duties:

Senior Graphic Artist

Assignment Manager

Engineering Supervisor

## Promotions Supervisor

### 24.3 Upgrading:

An Employee who works in a higher paid classification for more than 1 (one) hour in a day cumulatively (for purposes other than training) shall receive the difference between the minimum hourly rate for such classification and his current hourly rate or \$1.25 (one dollar) per hour over his current hourly rate, whichever is greater, for all time so worked.

### 24.4 Reserved

### 24.5 Reserved

24.6 The Company may pay new Employees without relevant industry experience 80% (eighty percent) of the minimum scale for their classification, with annual increases to the minimum scale within two years of initial date of hire.

## **ARTICLE 25 - UNPAID LEAVE OF ABSENCE**

- 25.1 Employees may be eligible for unpaid leaves of absence in accordance with Company policy. Employees will follow such policies with respect to any such leaves of absence.
- 25.2 The Company will comply with state and federal laws relating to reinstatement and military leave benefits which are in effect at the time an Employee returns from covered military service
- 25.3 The Company agrees to provide short term leave to Union officers or members as authorized and requested by the Union for official Union business for a period of up to five (5) days at any one time. No more than two (2) employees may be absent from service at any time (including any leave granted under Paragraph 25.4 below).
- 25.4 The Company agrees to permit a long term leave for one Union officer as authorized and requested by the Union for official Union business for up to one year. Extensions may be mutually agreed between the Company and the Union.
- 25.5 Time away from work to attend grievance meetings shall be permitted a Union steward, unless the meeting can be accomplished during non-work hours. The steward shall notify and receive approval from management before taking time away from work.

## **ARTICLE 26 - PAID LEAVES OF ABSENCE**

- 26.1 Employees are allowed up to three (3) consecutive work days off with pay in the event of a death in the immediate family. The immediate family includes the Employee's current spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent or grandchild. The Company may require evidence of relationship and death.
- 26.2 Full-time Employees who are required to fulfill their obligation for jury duty service will be released and paid for such duty per NBC policy.
- 26.3 Full-time Employees receive four (4) personal days off and they accrue and are utilized in accordance with NBC policy with the following.

<b>During the first year of service</b>	<b>If You Were Hired In</b>	<b>Entitlement</b>
	January, February, March	Four personal days
	April, May, June	Three personal day
	July-August	Two personal days
	September – October	One personal day
	November – December	No personal days

- 26.4 Personal days are available only for regularly scheduled hours of work and are paid at the Employee's straight time rate in effect at the time the personal day is utilized. In no event shall an Employee receive more pay than his or her normal base rate of pay.
- 26.5 Unused personal days may not be carried forward to the following year. Unused personal days do not accrue and are not paid to an Employee upon termination.

## **ARTICLE 27 - SAFETY**

- 27.1 The Company shall make reasonable efforts to provide and maintain safe working conditions and sanitary facilities in accordance with applicable health and safety laws and regulations. Employees shall not be required or assigned to perform any work involving dangerous conditions or constitute an immediate danger to persons or property. If an Employee refuses an assignment due to hazardous conditions, the Company may assign any other person to perform the work. Employees shall communicate with management about safety concerns prior to refusing an assignment where feasible.
- 27.2 Employees shall not be assigned to work beyond the protective interlock system of the transmitter unless a second person is at the site.
- 27.3 Employees shall not be required to lift equipment of such weight which creates a hazardous condition.
- 27.4 The Company agrees to permit a member of the bargaining unit to participate in the Safety Committee, as established under and pursuant to the terms of Company policy.

## **ARTICLE 28 - TRAVEL**

- 28.1 An Employee won't be required to use his/her personal vehicle for station business. Each Employee shall be compensated for the use of his/her automobile when used at the request of the Employer. Compensation shall be at the mileage rate determined by the IRS for the time of use of the vehicle. Employees shall not receive mileage for travel between their homes and the Station. An Employee's work day shall normally begin and end at the Station unless assigned to an out-of-town overnight stay.
- 28.2 When an out-of-town assignment requires an Employee to remain out of town overnight, the following provisions shall apply:
- (A) A credit of one eight (8) hour shift for each day the full-time Employee is on such assignment, unless it is an Employee's day off and the sole duty of the Employee that day is travel, in which case the Employee will be paid for travel time with a minimum of four (4) hours. If work or work and travel in any one day exceeds eight (8) hours, the Employee will be paid overtime in accordance with this Agreement.
  - (B) On out-of-town overnight assignments, the Employer shall reimburse Employees for all necessary and reasonable expenses (excluding meals), and a per diem fee of forty dollars (\$40.00) per day for domestic travel and fifty dollars (\$50.00) per day for international travel.
  - (C) The Employer shall pay for the Employee's reasonable overnight accommodation, single occupancy where practicable and available.

- (D) Nothing herein shall prevent the Employer and the Employee and a duly elected station representative from agreeing to alternate arrangements to facilitate travel which otherwise would be impractical.

28.3 On out-of-town assignments which do not require an overnight stay:

- (A) The Employee shall be credited with the total elapsed hours, including travel time. Should said credit be fewer than eight (8) hours, the Employee may be assigned additional work, subject to the overtime provisions of this Agreement.
- (B) If the Employee travels in excess of 100 miles from the Station, the Employee will receive a per diem allowance of twenty-five dollars (\$25.00).

28.4 Employees shall be responsible for maintaining accurate records of their travel expenses and shall submit expense reports within two weeks of the end of the trip in accordance with the Employer's policies. Original receipts must accompany expense reports.

28.5 Corporate cards and/or telephone calling cards may be provided to employees who travel.

## **ARTICLE 29 - BULLETIN BOARDS**

The Company shall provide two (2) bulletin boards, one at the side door near the time clock, and one in the break/lunch room, for the exclusive posting of official Union notices relating to matters of concern to bargaining unit Employees.

Such notices shall be initialed by a Union official. Such notices shall not be posted until approved (evidenced by the initialing by the Director of Human Resources).

Notices shall be removed upon the completion of the event to which the notice refers, and shall not contain any defamatory or offensive language.

Union related notices shall not be posted elsewhere in the Station.



### **ARTICLE 30 - GENERAL PROVISIONS**

- 30.1 Whenever in this Agreement provision is made for notice to the Union, such notice shall be deemed to have been given if given to:

Local President  
NABET-CWA Local 53  
1918 W. Burbank Blvd.  
Burbank, CA 91506

- 30.2 The Station may provide fringe benefits not required by this Agreement in accordance with such policies and terms as may be established unilaterally by KVEA-TV from time to time. Such additional fringe benefits may be increased, modified, decreased or canceled by the Company at any time in its sole discretion.

- 30.3 Daily Hires shall not be covered by the following provisions of this Agreement:

Article 7 (Probation)  
Article 9 (Promotions and Transfers)  
Article 10 (Trainees and Interns)  
Article 16 (Discipline and Discharge)  
Article 20 (Vacation)  
Article 21 (Sick leave)  
Article 22 (Welfare & Pension Plans)  
Article 23 (Tuition Refund)  
Article 25 (Unpaid leave)  
Article 26 (Paid leave)

- 30.4 Employees who are required or agree to drive shall have the skill and ability to properly operate motor vehicles and must possess a valid California's driver's license.

Loss or suspension of said driver's license, or driving privileges, or a driving record which would cause an increase in insurance premiums or uninsurability by the Company's insurance carrier, constitutes cause for immediate suspension or termination of employment of an Employee who is required to drive as part of his/her job duties. Such an Employee's failure to report a change in driver's license status to Human Resources within forty-eight (48) hours of notice thereof shall result in discharge.

30.5 Generally Employees have no expectation of privacy when on Company property or while on duty, whether on or off Company property. The Company has the right to investigate and search if necessary lockers (where the Company has supplied or replaces the locks), desks, vehicles, computers, voicemail and email for possible violations of Company rules or policy, including, upon probable suspicion, search personal articles such as purses and briefcases on Company property or used in the performance of job duties. Employees shall cooperate in any such investigation.

30.6 Loss of or damage to any Company equipment shall be reported immediately to management. An Employee's failure to do so is cause for disciplinary action.

30.7 Upon obtaining the advance permission of the General Manager or Station Manager or his/her designee, a business representative of the Union may be permitted to enter the premises to determine whether the Company is in compliance with this Agreement. The representative shall in no way interfere with any Employee during working hours unless permission is granted by the Company. Similarly, any Employee representative when carrying out any responsibilities in conjunction with this Agreement shall, at all times, be subject to the requirements of proper Employee discipline, the same as any Employee otherwise at work.

- 30.8 It is specifically understood that this Agreement constitutes the entire understanding between the parties hereto and neither party shall be bound to grant any additional demands which may be made by the other party except to comply with the terms of this Agreement. The foregoing applies to any matter which was or could have been made the subject of collective bargaining between the parties. As to matters not contained within this Agreement, the Company retains the right to unilaterally institute, modify, change, restrict or eliminate any policy, practice or procedure, so long as the end result is not inconsistent with the express terms hereof.
- 30.9 If any provision of this Agreement is in conflict with any Federal or State statutes, or local ordinances, it shall become inoperative, but all other provision of this Agreement shall remain in full force and effect.
- 30.10 The policy with respect to outside employment of full-time and part-time regular Employees shall continue. Outside work must not conflict with work for the stations. Work is prohibited for any entity owned or operated by a company engaged in the over-the-air television broadcasting of Spanish-language programming. For example, an Employee will not work for any entity owned or operated by Univision, Azteca, Entravision, etc.

### **ARTICLE 31 - TERM OF AGREEMENT**

This Agreement will be effective on February 1, 2010 and continue in full force and effect until July 31, 2012. This Agreement may be terminated by either party on written notice given to the other at least sixty (60) days prior to the expiration date set forth above. In the event such notice is not given, this Agreement shall continue for another year, and from year to year thereafter, until notice is given in accordance with this section.

IN WITNESS WHEREOF, KVEA-TV, KWHY-TV and the National Association of Broadcast Employees, and Technicians-Communications Workers of America, AFL-CIO, have caused this Agreement to be duly executed on their behalf of their respective officers, duly authorized, on and as of the day and year aforesaid.

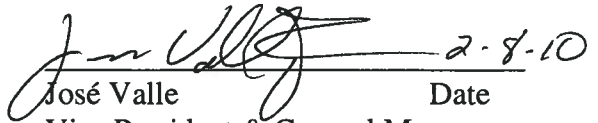
NATIONAL ASSOCIATION OF  
BROADCAST EMPLOYEES AND  
TECHNICIANS - COMMUNICATIONS  
WORKERS OF AMERICA, LOCAL 53

KVEA-TV-KWHY-TV

 2-8-10

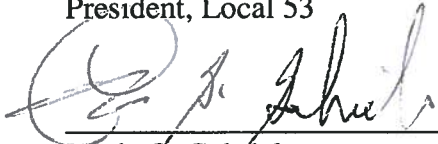
Michael D. Peterson,  
President, Local 53

Date

 2-8-10

José Valle  
Vice President & General Manager

Date

 2/8/10

Louis G. Gabriele  
Secretary, NABET-CWA

Date

 2-8-10

Cristina Perez  
Director, Human Resources

Date

 2/8/10

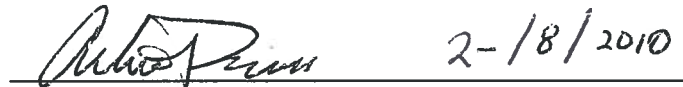
Marco Ayala  
Member

Date

 2/5/10

Joe Ayala  
Member

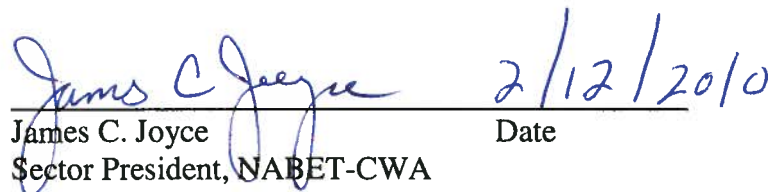
Date

 2-18/2010

Art Dávila  
Member

Date

APPROVED:

 2/12/2010

James C. Joyce  
Sector President, NABET-CWA

Date

AUTHORIZATION TO DEDUCT NABET-CWA  
MEMBERSHIP DUES AND INITIATION FEE

TO:

I hereby assign to NABET-CWA and authorize beginning thirty (30) days after my first day of employment, or the effective date of this Agreement, to deduct from my wages for each pay period a sum equal to 1.3333% of my total earnings for that period, including all over time and penalty payments, on account of membership in NABET-CWA. I further authorize the Company to deduct from my wages the sum of \_\_\_\_\_ on account of Union initiation fee. The sums thus deducted are hereby assigned by me to NABET-CWA, and are to be remitted by the Company to NABET-CWA within thirty (30) days of the deduction. I acknowledge that NABET-CWA agrees to save the Company harmless from any liability due to any dispute arising out of the application of this assignment and authorization.

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, whichever occurs sooner.

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 ten (10) days prior to the expiration of any irrevocable period hereof. Such revocation shall be effective by written notice by registered mail to the Company and the Union within the prescribed ten (10) day period. Such revocation shall become effective for the pay period immediately following the pay period in which the Company receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my NABET-CWA dues and initiation fees.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Typed or printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

### **Addendum Number 1 to KVEA and NABET Agreement**

The parties have agreed to delete from the current Agreement the positions of Chief Photographer and Chief Editor, as those positions are no longer bargaining unit ones. It has further been agreed that in the event either position is reestablished during the term of this Agreement as a bargaining unit job the wage rates and duties will be negotiated between the parties.

Sideletter: Work performed by bargaining unit employees for NBC (from integration agreement)

KVEA/KWHY, in its sole discretion, may assign and/or train any bargaining unit employee to perform work under the terms of the NBC-NABET Master Agreement. When such work or training is performed by any bargaining unit employee pursuant to such a direct assignment, the provisions of the Master Agreement regarding compensation for work performed shall be applied for the length of the assignment as provided for in this Sideletter, provided that the employee is paid no less than one (1) hour at such rate, and further provided that if such employee is given such an assignment is for more than six (6) hours in a tour, he shall be paid the rate for the entire tour. Such compensation shall be the minimum applicable wage scale under the Master Agreement which is equal or greater than the rate he is currently making.