

AGREEMENT BETWEEN

NABET-CWA, AFL-CIO

and

MERUELO TELEVISION, LLC

Los Angeles, CA

January 1, 2020 through December 31, 2023

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PREAMBLE

This Agreement is made and entered as of this 1st day of January, 2020, by and between Meruelo Television, LLC d/b/a KWHY-TV, their lessees, successors, or assigns, for and with reference only to its Station located in Los Angeles, 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. The Station and the Union shall hereafter be called the “Parties”.

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 all regular and full-time, regular part-time and Daily Hire technical and production employees related to the Station's local news gathering and news production; including programming and promotions employees.
- 2.2 The term "Employees" shall refer to the members of the KWHY-TV bargaining unit.
- 2.3 Whenever the term "Employee" is used in this Agreement, it shall refer to an Employee within the unit 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 single primary digital program service.

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, 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 local news production and the production of commercials, promos, PSA's and up-front productions done in KWHY-TV's studio for the primary digital channel. Nothing in this Agreement precludes the Company from utilizing programming or media from outside sources.

- 4.3 It is understood that the functions to the classifications in Article 8 is done on an exclusive basis by members of the bargaining unit with respect to the primary digital channel. However, nothing contained in this Agreement shall limit the Company's right to assign NABET-CWA represented Employees to perform work in the other bargaining units or other classifications and/or work not covered by this Agreement. When performing work for the Company 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 the Employee shall receive his/her current rate of pay unless he/she has agreed to a different rate.
- 4.4 Company can utilize either in-house or on-site third party subcontractors for master control, information technology (IT) and engineering services. For the avoidance of doubt, the Union will not have jurisdiction and this Agreement shall not apply to: (i) any production company, (ii) "Super 22" superstation, (iii) any digital substation, or (iv) any other media company, including any radio stations. Notwithstanding the preceding sentence, the Company may assign bargaining unit employees to perform work associated with items (i) through (iv) above on a non-exclusive basis without ceding jurisdiction to the Union.

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 (31st) 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 with the Company. 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 with the Company 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, and will primarily perform the duties of such classification. Notwithstanding the above, an Employee may be assigned to perform the duties of any other classification or such other work as is designated by the Company. Employees assigned to duties outside of their normal classification shall not suffer a reduction in their hourly pay rate as a result of such assignment.

8.2 Job Descriptions:

(A) News 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/she 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 broadcast 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) Prompter. The Prompter is responsible for operating the Teleprompter equipment.

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

(5) Chyron/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 spelling, grammar, composition and style.

(6) Studio Technician. The Studio Technician is responsible for (i) assisting the Audio Board Operator during live or taped productions and in preparing audio for guests, microphone hook ups, microphone audio adjustments and internal feedback device set up, (ii) setting up or operating the studio camera, (iii) directing the studio floor, including directing on-air talent and guests inside the studio to the appropriate camera and seating assignments based on direction and input from the Director, and/or (iv) ensuring that the studio is clean and in order after a production.

(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 may build 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.

(9) Video Operator/Lighting Assistant. The Video Operator/Lighting Assistant shall assist with the shading of cameras and minor set up and lighting cues of studio lights.

(B) News Gathering

(1) Photographer. The Photographer is responsible for gathering news, news documentaries, news special events, and other material in the field. The Photographer shall also be required to operate cameras, recording equipment, editing equipment, lighting gear, audio equipment, and other equipment in the field, as required, to execute the assignment. The Photographer shall also from time to time edit content in the field and send back to Studio such content digitally. The Photographer may also be required to edit at the Studio.

(2) 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 on all types of editing systems.

(C) Advertising and Promotions for Primary Digital Channel

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

(D) Programming

(1) Program Coordinator. The 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. In addition, the Program Coordinator shall prepare materials for Broadcast Editor to prepare for broadcast.

(2) Broadcast Editor. The Broadcast 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-two (32) 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 a flat daily hire fee of \$40.00 in lieu of benefits for each day of work as a daily hire. 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 time and a half for all hours worked on a holiday, as defined in Article 19.
- 11.9 Part-time Employees and Daily Hires will not be scheduled for less than a four (4) hour shift.

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) hours. In addition, the Station will schedule an unpaid meal period of one hour during which the Employee will be relieved of all duty. This meal period will be scheduled at the discretion of the Company in accordance with production schedules or special circumstances. 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 hours after the start of the shift and be completed in accordance with law. 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. 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) The work week shall begin on Monday 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.
- (d) 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 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 (82) 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 (1/4) 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 Thursday, 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 twenty-four (24) 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 \$18.00 for each occurrence.

- 12.7 Night Shift Differential. All work between the hours of 12 midnight and 6:00AM 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 ten (10) business 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 thirty (30) calendar 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 ten (10) business 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 ten (10) business 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 ten (10) business days from the meeting. The term "business day" shall mean Monday through Friday and shall exclude any federally recognized holidays that fall on those days.
- 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) business 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 not 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 Company 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 Company;

- 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 judgment 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; and
- To end the assignment of a Daily Hire.

14.2 The Company 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 Company shall give notice to the Union of such modifications.

14.3 Nothing in this Agreement shall limit the assignment of graphics, transmitter control and/or master control and directly associated work to Company personnel at other locations or to subcontractors. Such Company 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.

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. 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. Bargaining unit seniority within the classification shall be calculated as the Employee's total service within the bargaining unit as provided in Article 17.2. Employees with the same hire date shall draw straws to determine the more senior employee. 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 Reserved
- 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, a regular full-time Employee employed prior to January 1, 2014 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, and a regular

full-time Employee employed after January 1, 2014 shall receive severance pay in accordance with the following formula: 1 week for every year of service up to a maximum of 4 weeks. An Employee does not receive severance for an employment period for which s/he has previously received severance pay under this Agreement. An Employee receiving severance shall agree to provide the Company with a general release the form of which shall be mutually agreed to by the Union and the Company.

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 (5) business 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 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 notify 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 eight (8) 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, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas. When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday.
- 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 the pay for the holiday as set forth in 19.3(a) above and straight time 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 time and half 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:

If hired prior to January 1, 2014

1-5 years: 10 work days

6-10 years: 15 work days

11 + years: 20 work days

If hired on or after January 1, 2014

1-5 years: 10 work days

6+ years: 15 work days

Vacation shall begin to accrue after the end of the probationary period, and shall accrue as follows:

If hired prior to January 1, 2014

1-5 years: 6.66 hours per month

6-10 years: 9.99 hours per month

11 + years: 13.32 hours per month

If hired on or after January 1, 2014

1-5 years: 6.66 hours per month

6+ years: 9.99 hours per month

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 1st of each year the Company 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 Company 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 Company 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 Company 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 Company 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.
- 20.4 Vacation can accrue up to a maximum of one and one half (1.5) times the Employee's annual vacation eligibility. Once this cap is reached, no vacation will accrue until vacation is used. Notwithstanding the above, if Employee is not allowed to take vacation by the Company, then such Employee will continue to accrue vacation until such time that Employee is allowed to take his/her vacation.
- 20.5 Employee shall be required to take accrued and unused vacation before taking unpaid leave, or having unpaid absences. Family and medical leave (under both state and federal law) are included in this requirement, unless Employee is receiving wage replacement through a disability leave plan, and/or Employee leave is for a pregnancy related disability.

ARTICLE 21 - SICK LEAVE

Sick leave shall be granted to regular Employees covered by this Agreement in accordance with Company policy.

ARTICLE 22 - WELFARE AND PENSION PLANS

Section 22.1

Anthem Medical Plan (3rd Level)

Section 22.2

Delta Dental Plan

Section 22.3

Anthem Vision Plan

Section 22.4

Voluntary Benefits (Supplemental Life and AD&D Insurance, LTD, STD, Critical Illness, Accidental) with Unum.

Section 22.5

The Union will be notified of any changes to any of the Company Plans, Programs and policies specified in Sections 22.1, 22.2, 22.3, and 22.4. Changes in any of the Company Plans or Programs made during the term of this Agreement that apply to staff employees of the Company 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 and 22.

ARTICLE 23 - RESERVED

Reserved

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 Company:

	January 1, 2020	January 1, 2021	January 1, 2022	January 1, 2023
NEWS PRODUCTION				
Director	\$40.80	\$42.02	\$43.28	\$44.58
Technical Director	\$37.31	\$38.43	\$39.58	\$40.77
Robotics/VCO	\$36.13	\$37.21	\$38.33	\$39.48
Prompter	\$31.47	\$32.41	\$33.38	\$34.38
Audio Board Operator	\$34.95	\$36.00	\$37.08	\$38.19
Chryon/CG Operator	\$33.80	\$34.81	\$35.85	\$36.93
Studio Technician	\$25.14	\$25.89	\$26.67	\$27.47
APC Operator	\$44.29	\$45.62	\$46.99	\$48.40
APC Operator Assistant	\$36.72	\$37.82	\$38.95	\$40.12
Video Operator/Lighting Assistant	\$30.60	\$31.52	\$32.47	\$33.44
NEWS GATHERING				
Photog/ENG	\$34.98	\$36.03	\$37.11	\$38.22
News Editor	\$33.80	\$34.81	\$35.85	\$36.93
NEWS ADVERTISING AND PROMOTIONS				
Producer/Editor	\$33.80	\$34.81	\$35.85	\$36.93
Graphic Artist	\$30.30	\$31.21	\$32.15	\$33.11
PROGRAMMING				
Broadcast Editor	\$34.98	\$36.03	\$37.11	\$38.22
Program Coordinator	\$32.64	\$33.62	\$34.63	\$35.67

- 24.2 Reserved

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 75% (seventy-five percent) of the minimum scale for their classification, with annual increases to the minimum scale within two years of initial date of hire. Notwithstanding the above, Employees without relevant industry experience that are working with the Company as of January 1, 2014 shall continue to be based off of the eighty percent (80%) scale.

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. Unless a greater number of employees is agreed to by both the Company and the Union, no more than two (2) employees may be absent from service at any time (excluding any leave granted under Paragraph 25.4 below). The limit on the number of employees eligible and duration of Union leave in this provision shall not be applicable to Union leave for arbitration. The Union shall provide the Company with at least two (2) weeks prior written notice.
- 25.4 The Company agrees to permit a long term leave for one Employee to serve as a 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 A Union steward shall be permitted time away from work to attend grievance meetings, 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 one work day off (or up to two (2) consecutive work days off if the death is out-of-state or country) with pay in the event of a death in the immediate family. In the event the Employee needs more than the allotted bereavement time, the Employee may take vacation time or unpaid leave of absence to attend to family matters associated with bereavement. The immediate family includes the Employee's current spouse or registered domestic partner, child, parent or legal guardian, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-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 but not paid for such duty. If more than four (4) hours of work time remains after any day of jury selection or jury duty, Employee will be expected to return to work for the remainder of the Employee's work schedule.

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.

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 Company. 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 Company 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 Company shall pay for the Employee's reasonable overnight accommodation, single occupancy where practicable and available.

- (D) Nothing herein shall prevent the Company 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 Company'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 initializing 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 the Company 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 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.

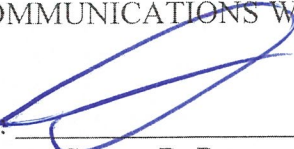
- 30.8 It is specifically understood that this Agreement constitutes the entire understanding between the Parties hereto and neither Party shall be bound to grant any additional demands which may be made by the other Party except to comply with the terms of this Agreement. The foregoing applies to any 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, Telemundo, etc.

ARTICLE 31 - TERM OF AGREEMENT

This Agreement will be effective as of January 1, 2020 and continue in full force and effect until December 31, 2023. 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.

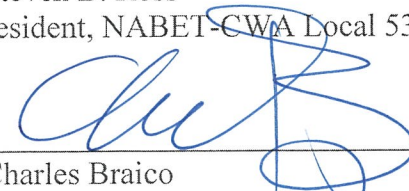
IN WITNESS WHEREOF, Meruelo Television, LLC and the National Association of Broadcast Employees, and Technicians-Communications Workers of America, AFL-CIO, have caused this Agreement to be duly executed on their behalf of their respective officers, duly authorized, on and as of the day and year aforesaid.

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

By:  _____

Name: Steven B. Ross

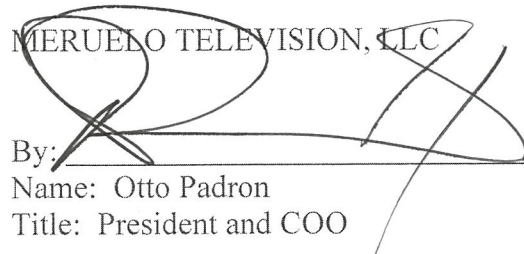
Title: President, NABET-CWA Local 53

By:  _____

Name: Charles Braico

Title: Sector President, NABET-CWA

MERUELO TELEVISION, LLC

By:  _____

Name: Otto Padron

Title: President and COO

ATTACHMENT A

KWHY

CHECK-OFF AUTHORIZATION

Dues Payroll Deduction

NAME: _____ Dept. _____

(Please Print)

Social Security #: _____

I hereby authorize KWHY to deduct from my wages a sum equal to one and one-third percent (1-1/3%) of my total earnings for the previous payroll period, including all overtime and penalty payments on account of membership dues in NABET-CWA. I further authorize the Company when notified in writing to do so by the Local Union in the area involved to deduct from wages on account of Union Initiation Fee the sum of _____ Dollars which shall be paid 5% OF GROSS FROM EACH CHECK UNTIL PAID IN FULL (provide for period and number of payments). I further authorize the Company when notified to do so by the Local Union in the area involved to deduct from my wages on account of dues payable to that Local Union _____ (provide for amount or percentage to be deducted). The sums thus to be deducted are hereby assigned by me to NABET-CWA and are to be remitted by the Company to the Local Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining agreement between KWHY and NABET-CWA, 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 effected by written notice by registered mail to the Company and the Union within such ten (10) day period.

Signature: _____ Date: _____

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Initial box to authorize Payroll deduction of INITIATION FEE balance in the amount of 5% of gross each paycheck until paid in full. (The office will enter the amount after adjustments have been made for 10% down payment and discounts if applicable.)

Addendum Number 1 to KWHY and NABET Agreement

The parties have agreed to delete from the current Agreement the positions set forth below, as those positions are no longer being used. It has further been agreed that in the event such positions are reestablished during the term of this Agreement, the parties agree they will be part of the bargaining unit and the parties agree to negotiate over duties, wages and working conditions.

Chief Photographer
Chief Editor
Post Production Editor
Assistant Director
Lighting Director
Ingest/Videotape Operator
Microvan Operator
Tape coordinator
Librarian

SIDE LETTER

1. Union shall have exclusive jurisdiction related to local (i) news gathering, (ii) news production, and (iii) primary digital station promotions and programming (except as otherwise permitted by the collective bargaining agreement (“CBA”), e.g., network affiliation promotions or programming). For the avoidance of doubt, local news will be defined as any news events that involve the State of California.
2. For the avoidance of doubt, the Company shall not be obligated to produce local news content and may broadcast a news program without violation of Item 1 above so long as it complies with this Side Letter and the CBA.
3. If the Company elects to produce or insert local news in any newscast it chooses to broadcast, the Company agrees to utilize one (1) photographer and (1) editor for field gathering and editing of such local news, and in connection with a studio interview, an additional one (1) studio tech, each with a minimum call-in of four (4) hours (the “Local News Production Employees”).
4. If the newscast contains local news content that was not produced with Union personnel, then the Company shall pay the above designated Local News Production Employees, \$150 per person for such segment. For the avoidance of doubt, the Company agrees that it shall not use this provision to produce its own local news program. If the Company chooses to produce its own local newscast, then this Side Letter shall not supersede the jurisdictional requirements of the CBA between the Company and the Union.
5. The Company shall certify to the Union each month in writing the amount of local news content that was produced utilizing Union personnel, and the amount of local news that was produced utilizing non-union personnel.
6. Union shall have the right to audit the Company once each calendar year to determine the Company’s compliance with this Side Letter. If such audit shows that the Company was off by more than 10% from the amounts that should have been paid to the above designated Local News Production Employees outlined in Section 3, then the Company shall pay back pay to the Local News Production Employees outlined in Section 3 and reimburse for its expenses related to such audit.
7. The Company shall have the ability to brand and market the news as Channel 22 News or such other brand as the Company may decide in its sole discretion.
8. The Company shall be allowed to have a local weather bug and California regional weather report without violating Item 1 above.
9. Notwithstanding the fact that the “Super 22” superstation is outside the jurisdiction of the Union and this Agreement, Company agrees to continue to utilize full-time Broadcast Editors and Program Coordinators employed by the Company as of January 1, 2014 in connection with such channel.