

**2008-2012**

**AGREEMENT**

between

**NABET-CWA**

and

**KMEX-TV**

**CHANNEL 34**

**LOS ANGELES, CALIFORNIA**

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This Agreement is made and entered into by and between KMEX-TV, an unincorporated division of Univision Television Group, Inc., or its Successors, located in Los Angeles, California, hereinafter referred to as the "Employer", and NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, or its Successors, hereinafter referred to as the "Union."

It is the intent and purpose of the parties hereto to set forth herein the basic Collective Bargaining Agreement, hereinafter referred to as "the" or "this" "Agreement", between the parties covering those subjects which are uniformly applicable to substantially all of the basic relationships, hours of work and general conditions of employment, including a procedure for prompt, equitable adjustment of grievances to the end that there shall be no work stoppages or other interferences with operations during the life of this Agreement. In this Agreement, words of the masculine gender include the feminine and the neuter, and when the sense so indicates words of the neuter gender may refer to any gender.

## **ARTICLE I**

### **RECOGNITION AND WARRANTY**

1.01 The Union represents and warrants and it is of the essence hereof that it represents, for purposes of collective bargaining in respect to rates of pay, hours of employment and other conditions of employment, all of the employees of the Employer as defined in the Scope of Unit clause.

The Employer recognizes the right of its employees to self organization and to bargain collectively through representatives of their own choosing and accordingly hereby recognizes the Union as the sole and exclusive bargaining representative of all regular full-time, regular part-time and per diem employees in the Scope of Unit clause. Excluded are all other employees, office clerical employees, salesmen, guards and supervisors as defined in the National Labor Relations Act ("the Act"). It is further understood and agreed that this Agreement shall be binding upon the Successors and Assigns of the parties hereto, and all the rights and benefits hereof shall inure to said Successors and Assigns.

## **ARTICLE II**

### **SCOPE OF UNIT**

2.01 The term "employee" as used in this Agreement shall include all Sales Clerical, PBX Operations, Traffic, Programming/Production, Newswriting, Film Editing, Directing, Graphic Arts, Sales Service Coordination, and Janitorial employees employed by the Employer at its Los Angeles, California facilities, as defined in the Act.

The term "employee" as used in this Agreement also applies to all the technical employees of the Employer employed in the Engineering Department of the Employer.

Excluded are all other employees, office clerical employees, salesmen, guards and supervisors, as defined in the Act.

## ARTICLE III

### UNION MEMBERSHIP

#### 3.01 Union Membership

As a condition of employment, all employees covered by this Agreement shall, thirty (30) days after the execution of this Agreement, or, in the case of new employees, thirty (30) days after the date of hiring, become members of the Union and remain members in good standing in the Union during the term of this Agreement. The Employer will notify the Union in writing within ten (10) business days of the employment of any new hire under the terms of this Agreement.

The Employer will, within seven (7) working days after receipt of a written notice from the Union, discharge any employee who is not in good standing in the Union by virtue of having failed to tender the uniform membership dues or initiation fees prior to the expiration of such seven (7) working day period, as required; provided, however, that the Union agrees to indemnify, hold harmless, and reimburse the Employer for all losses, damages, and costs incurred as the result of compliance with such notice.

The Employer shall notify each new employee of applicable Union security requirements. The Employer will furnish such employees with the notice attached as Addendum I. The Employer shall also notify the Union within ten (10) business days after an employee is no longer employed by the Employer for any reason.

#### 3.02 Check-Off

Upon receipt of a signed authorization of the employee involved in the form set forth herein, the Employer shall deduct from the employee's pay check the Union Initiation Fees and the Dues payable by him to the Union and, at the option of the Local Union, the Dues payable by him to the Local Union, during the period provided for in said authorization. The amount of the Union Initiation Fee will not be unreasonable.

Deductions shall be made on account of Initiation Fees from the first pay check of the employee after receipt of the authorization. Deductions shall be made on account of Union Dues and Local Union Dues no later than the paycheck for the payroll period after the period in which the authorization was received and monthly thereafter. Deductions of Union Dues and Local Union Dues shall not be made from severance pay.

Deductions for Initiation Fee and for Local Union Dues shall be remitted to the Local Union involved and deductions for Union Dues shall be remitted to the International Office of the Union no later than the tenth (10th) day of the month following the deductions and shall include all deductions made in the previous month. The Employer shall furnish the International Union and the Local Union, at least monthly, with an alphabetical record of those for whom deductions have been made and the total amount of each deduction.

The parties agree that the Check-Off Authorization shall be in the following form:

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

I hereby authorize Station KMEX-TV to deduct monthly from my wages a sum equal to one and one-third percent (1 - 1/3%) of my total earnings for the previous monthly period, including all overtime and penalty payments, on account of membership dues in NABET-CWA.

I further authorize KMEX-TV, when notified in writing to do so by the Local Union, to deduct from my wages on account of Union Initiation Fee the sum of \_\_\_\_\_ Dollars which shall be paid \_\_\_\_\_ (provide for period and number of payments). I further authorize KMEX-TV, when notified to do so by the Local Union, to deduct from my wages on account of dues payable to the 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 KMEX-TV to NABET-CWA and 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 KMEX-TV 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 to KMEX-TV and either NABET-CWA or the Local Union within such ten (10) day period.

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

The Union agrees to hold the Employer harmless from any demands, claims, disputes, lawsuits or other actions arising in any manner out of, or in connection with, any action taken by the Employer for the purpose of complying with any of the provisions of this Section.

#### ARTICLE IV

#### MANAGEMENT RIGHTS

4.01 Employer retains the full and exclusive right to, and authority for, the management of its operations. This exclusive right shall be retained except as expressly limited by the specific terms of this Agreement.

Included in this right, but by no means limited thereto, is the right to manage and direct its business and personnel; to manage and control its buildings, facilities, and operations; to determine

the methods, means and person or persons by whom, or by which, its operations are to be conducted; to determine the number of employees necessary to operate the station; to establish from time to time, reasonable rules and regulations for orderly, safe and efficient operations; to hire, assign, train, promote, and to discipline for cause.

## ARTICLE V

### EMPLOYMENT

#### 5.01 No Discrimination

Neither the Union nor the Employer will discriminate against any employee or applicant for employment because of race, creed, sex, age, national origin, sexual preference, Union activity or disability to the extent prohibited by law.

#### 5.02 Probationary Period

An employee shall, for the first ninety (90) days of his employment [but in no event less than thirty (30) days of actual work], be considered on a probationary basis for the purpose of determining his qualifications and aptitude for the position. The Employer may terminate the employment of a Probationary Employee without advance notice and without recourse to the grievance procedure during such probationary period. If retained beyond the probationary period, the employee shall be considered a regular employee and shall thereafter enjoy all the rights and privileges of a regular employee under the Agreement.

#### 5.03 Employment Opportunities

In filling vacancies in any classification covered by this Agreement, the Employer will give consideration to qualified employees of the Employer who apply to fill such vacancies and send a copy of the notice of vacancies to the Local Union.

(a) If a regular employee is promoted to a regular position which becomes available, such employee shall be placed on a ninety (90) day probationary period as outlined in Section 5.02.

(i) In the event that the employee is unable to satisfactorily perform the job function, the Employer shall have the right, within the probationary period, to return the employee back to his original job classification.

(ii) If the Employer exercises such right, the employee shall retain his original seniority and be credited for the time worked in the new position.

(b) If a regular employee is promoted to a regular position which becomes available, the employee will be credited with all time spent in the new unit through all prior temporary upgrades

for the past three years for the purpose of determining total unit credit in the new group (for Pay Seniority purposes).

#### 5.04 Job Posting

The Employer shall post notices regarding employment opportunities in classifications covered by this Agreement and the rate intended to be paid.

(a) Such written notice shall be placed on Employer bulletin boards and shall be of at least fourteen (14) days' duration. In emergency situations, the Employer will make every effort to post such employment opportunities as soon as it is known to the Employer, but may fill such employment opportunities in less than fourteen (14) days.

(b) Sign-up lists for Special Events will be posted thirty (30) days prior to each Event, with proper notice to the Union. Such lists will be located in the Newsroom and in the Studio area, and will remain posted for fourteen (14) days.

#### 5.05 Change in Status

An employee whose status is changed shall receive confirmation in writing of such change. Included in such notification shall be the new classification and the rate of pay intended to be paid. Copies of such status change will be forwarded to the Local Union Office. The Employer will promptly notify the Union of any transfer or permanent upgrade pursuant to Articles V or XXI. The Employer will also promptly notify the Union of the termination or resignation of any Employee in accordance with Section 3.01.

#### 5.06 Part-Time Employees

(a) A part-time employee is an employee regularly scheduled to work fewer than twenty-five (25) hours in a week.

(b) On days that a part-time employee is scheduled to work, he shall be scheduled to work at least four (4) hours in such day.

(c) Benefits shall be pro-rated, to the extent practicable, in accordance with the part-time employee's regular schedule of hours, e.g., an employee regularly scheduled to work ten (10) hours in the week shall be entitled to benefits pro-rated at twenty-five percent (25%) of the benefits of full-time employees; provided, however, that:

(i) No health benefits shall be provided to part-time employees who are regularly scheduled to work less than twenty-five (25) hours per week. In the event group health coverage becomes available to such employees within the bargaining unit through a program available through the Union, the Employer will deduct from the employee's wages the cost of such coverage if the employee provides the Employer with appropriate written authorization.

(ii) Part-time employees shall be entitled to a one (1) hour paid meal period if such employee works more than five (5) hours in a work day.

(iii) In any work week in which a part-time employee works twenty-five (25) straight time hours or more, such employee shall be paid for no less than forty (40) hours of straight time pay.

(d) Any classification in which part-time employees are used in tandem to perform the equivalent of a full-time job [forty (40) hours per week] for twenty-six (26) weeks in any twelve (12) month period, the Company shall thereafter hire a full-time employee for that position.

#### 5.07 Responsibility for Judgments and Errors

The Employer and Union give mutual recognition to the collaborative nature of the work performed by employees within and outside of the bargaining unit and the fact that multiple employees may often share work responsibilities, have overlapping responsibilities, or be assigned multiple job functions. In recognition of these facts, it is agreed that:

(a) Photojournalists, Mini-Cam Operators and News Editors working without the direction of a Producer, Director, Talent or script shall not be responsible for the exercise of discretionary judgments made in the course of shooting or editing material.

(b) Producers, Directors and Floor Directors shall not be responsible for decisions made by management which override employees' decisions. Directors shall bear overall responsibility for the production to the extent overriding decisions are not made by management.

(c) Directors shall not be responsible for timing errors (e.g., tapes going to black, remote talent not being ready) when an Assistant Director, Floor Director, or Playback Operator is not assigned or is otherwise absent.

(d) Depending on the circumstances, it may be unreasonable to hold Chyron Operators responsible for inputting errors made by other bargaining unit or non-bargaining unit employees.

(e) Depending on the circumstances, it may be unreasonable to hold employees responsible for errors made in the course of work assignments involving multiple job functions in a single shift.

(f) Depending on the circumstances, it may be unreasonable to hold employees responsible for errors made in the performance of job functions outside their usually assigned positions or areas of expertise where they have not had adequate training or adequate and/or recent experience to perform such duties.

(g) Depending on the circumstances, it may be unreasonable to hold employees responsible for errors previously discussed with the Employer.

#### 5.08 Time Sheets

(a) The Employer will provide to the Union on a quarterly basis copies of employee time sheets or their equivalent, including posted weekly schedules corresponding to such time sheets

(b) The Employer will notify an employee of changes made to an employee's time sheet as soon as reasonably practicable based on the circumstances and will provide the employee with a copy of the revised time sheet, provided if there is a continuing dispute as set forth in subparagraph (c), the Employer shall not be obligated to repeatedly notify the employee of such changes or to provide copies of the revised time sheets.

(c) An employee shall not enter time, rate of pay, upgrade or other information on a time sheet as properly compensable when he or she knows, or reasonably should know, that the Employer disputes that it is compensable. In the event that an employee wishes to record and convey such information to preserve his or her rights pending resolution of such dispute or disagreement, he or she will take reasonable steps, in consultation with the Union, to provide the information by separate memo submitted simultaneously with the time sheet or a copy of the time sheet filled out consistent with the employee's position. The time sheet shall provide space for the employee to provide a statement or summary of the disputed information or input.

#### 5.09 Mini-Cam Quarterly Meetings

Upon request of the Union, the parties will hold quarterly meetings to discuss issues regarding working conditions of Photojournalists, Mini-Cam Operators and Microvan Operators.

#### 5.10 Overscale and Confidentiality Agreements

##### (a) *Overscale*

The terms of this Agreement are minimum terms and the Employer may enter into an overscale or "better conditions" agreement with an employee with respect to such terms. Such agreement shall be in writing. The Employer shall be permitted to alter any overscale agreement upon providing written notice of its intention to the employee.

The designation by the Employer of an employee to a "Senior" category is not an overscale agreement and the Employer is not permitted to alter such designation.

##### (b) *Application of Overscale*

If the compensation or benefits to the employee is above the minimum provided for in this Agreement, payment for additional services or obligations under this Agreement may be fully credited by KMEX against the overscale if there is a written agreement authorizing the credit, except overscale shall not be credited against overtime or premium pay obligations.

##### (c) *Confidentiality Agreements*

The Employer shall have the right to require, as a condition of employment or continuing employment, that employees in the Sales and Traffic Departments enter into confidentiality agreements to protect confidential information to which such employees have access as part of their jobs.



(d) *Notice to Union*

The Employer shall provide to the Union copies of overscale agreements, agreements to credit overscale, notices to alter overscale agreements, and confidentiality agreements. The Union will restrict persons who will have access to the terms of the agreements and will keep the identity of the individual and terms of the agreements confidential.

(e) *Grievance and Arbitration*

Any dispute arising under a confidentiality agreement shall be outside the scope of Article X (grievance and arbitration procedure), provided that any discipline imposed against an employee for refusing to sign or breaching a confidentiality agreement shall be subject to Article X.

## ARTICLE VI

### JURISDICTION

#### 6.01 Scope of Covered Work

(a) *General Scope*

The scope of work covered by this Agreement shall consist of work performed by employees of the Employer in connection with television programs, rehearsals, auditions, commercials, promotions and public service announcements. This work shall consist of the installation, operation, removal, maintenance and repair of technical or engineering operational equipment of the Engineering Department ("Technical Equipment"), including videotape equipment, electronic timing, sequencing and storage equipment used for on-the-air, or rehearsal for on-the-air operations; and apparatus by means of which electricity is applied in the transmission or transference, production or reproduction of voice, sound and/or visual image. Covered work shall also be as described in Article VII, as well as that customarily performed by other job classifications listed in Article XXIV. The Employer, however, has no obligation to fill all of the positions described in Articles VII and XXIV.

(b) *Geographical Scope and Markets*

(i) The above-described work shall be covered by this Agreement if it is performed in the States of California or Nevada except:

(A) the area within an equidistant radius from any other Univision owned and operated station; and

(B) any area outside of a one hundred (100) mile radius of the station, where it is not financially practicable for the Employer to send Los Angeles area based personnel to originate the program.

(ii) Work shall not be covered by this Agreement if it is performed:

(A) for programs originated for the open market; or

(B) for any other station or stations, or for an inter-city network consisting of two or more stations, including the Employer.

(c) *Bargaining Unit Employees*

Except as otherwise provided in this Article VI, only employees covered by the Agreement shall perform the work covered by this Agreement.

(d) *Use of Facilities by Others*

Nothing in this Article VI shall limit or preclude any person(s) not covered by this Agreement from utilizing the Employer's facilities, Technical Equipment, or other property to perform services for any employer other than the Employer, provided that the Employer will not enter into so-called "four wall" rental agreements with employers other than Univision corporate affiliates.

(e) *Non-Broadcast Functions*

Nothing in this Article VI shall limit or preclude any person(s) not covered by this Agreement from utilizing the Employer's facilities, Technical Equipment, or any other property to perform non-broadcast functions for the Employer, including but not limited to preparing material for the Employer's web site, other internet use, cell phones, similar products and other new or successor media. Equipment which is used predominantly for non-broadcast functions does not constitute Technical Equipment.

(f) *Assignment to Perform Non-Unit Work*

Nothing in this Article VI shall limit or preclude the Employer from assigning employees covered by this Agreement to perform (1) work for the Employer that is not covered by this Agreement or (2) work for any employer other than the Employer, including but not limited to Univision corporate affiliates, provided that Employees may not be assigned to replace employees of other employers who are engaged in a strike. Any such assignments shall be in accordance with the terms and conditions of this Agreement including but not limited to Section 5.07. The assignment of employees to perform such services shall not affect the Employer's or other employer's right to later assign the same or similar duties to person(s) not covered by this Agreement.

Upon request of the Union, the Employer will discuss any issues relating to undue work volume or training arising from assignments pursuant to this subsection (f).

It is agreed that assignments pursuant to this subsection (f) shall be subject to agreement with the Union under the following circumstances: (1) the assignment is more than 100 miles from the station and will last longer than ten (10) calendar days or (2) the assignment involves a reassignment of the Employee's normal duties for the entire shift and will last longer than two calendar weeks.

Notwithstanding anything to the contrary in this subsection, the Service Agreement between KMEX-TV and NABET-CWA, dated August, 2002, shall continue to remain in effect, subject to the conditions set forth therein, attached as Addendum III.

(g) *Broadcasting of Non-Broadcast Material*

Nothing in this Article VI shall preclude Employer from broadcasting non-broadcast material on an incidental or occasional basis. This provision shall not be used for the purpose of evading the Union's jurisdiction over the preparation of and broadcast of materials for broadcast on KMEX.

6.02 Staffing

(a) *Interchange*

The Employer may assign employees to perform bargaining unit work without regard to their usually assigned positions, including more than one job function in a single shift, whether such job functions are performed sequentially or simultaneously. An employee assigned work other than his or her usually assigned position shall not suffer any loss of pay or change in seniority, and such assignment shall be subject to the understanding in Section 5.07. Nothing in this Agreement shall prohibit the Employer from eliminating staff positions whether or not that results in the layoff of any regular employee(s), as long as layoffs are in accordance with Article XX.

(b) *Producers and Directors*

All programs produced by the Employer shall include a minimum of a Producer and Director, or Producer/Director. On-line post-production editing of the type described in Section 7.07 will not require the presence of a Producer or a Director when clear instructions for the project are provided by a Producer to the assigned Technical Director/Editor (e.g. all time codes, shot sheets, scripts, titles, supers and graphics, and other materials are provided to the Editor), or when the On-Line Editor is paid the Producer/Director/Editor upgrade specified in Section 24.02(a). Camera operation and editing of the nature described in Section 7.01 may be performed with or without the direction of a Producer or Director.

When an employee is required to perform the simultaneous function of Producer and Director, the employee will be paid the Producer/Director upgrade specified in Section 24.02(b).

On such occasions when neither a Director nor a Producer is assigned to on-line post-production editing and instructions are not provided as set forth above, the On-Line Editor will be paid the Producer/Director/Editor upgrade specified in Section 24.02(a). The same upgrade shall be payable when a Producer performs on line post-production editing of the type described in Section 7.07.

In those instances when the Editor is paid the Producer/Director/Editor upgrade specified in Section 24.02(a), it shall be permissible for the Employer to utilize a non-bargaining unit employee to perform the Producer functions.

The Employer shall assign a Field Producer (Group 4 or above) with respect to limited types of field production involving production elements more complex than “news-style” shooting typically associated with news and non-news programs, such as specialized scripting and/or multi-camera set ups. When the Producer is also required to direct talent beyond providing routine instructions, the employee will be paid the Field Producer/Director upgrade specified in Section 24.02(c). There shall be no Producer staffing and/or upgrade obligation when the production and/or directing functions on a commercial production are performed by the sponsor or client.

(c) *MCTD Assistance*

In the case of news bulletins, news teases or other live announcements requiring the coordination of more than two (2) video sources (e.g., one (1) isolated camera and one (1) tape), the Employer will assign an Assistant Director, Director or Producer to assist the Master Control Technical Director.

(d) *Microvan Operator/Mini-Cam Operator*

An employee who performs the combined job functions of Microvan Operator and Mini-Cam Operator/News Editor shall be paid the upgrade specified in Section 24.02(d). Such assignments shall take into consideration issues of safety and workload, such as the complexity of the site, the story being covered and the logistics of the actual assignment, and, if the conditions warrant, the Employer will endeavor to assign an additional Mini-Cam Operator. Examples include an active crime scene, fire, demonstrations or large crowds and/or assignments involving lengthy cable runs.

If an assignment is deemed hazardous by a Mini-Cam Operator/Microvan Operator, the employee may abandon the site or suggest an alternate site. The final decision with regard to the safety assessment of a field assignment rests with the employee and may not be overridden. A Mini-Cam Operator/Microvan Operator will not be penalized in any way as a result of a good faith refusal to complete an assignment due to safety considerations. (The same safety provisions applicable to Mini-Cam Operators or Microvan Operators are set forth in Section 18.01.)

(e) *Camera Staffing*

Except as otherwise provided in this section and other provisions in Article VI, all cameras shall be installed, set up, adjusted and operated by employees covered by this Agreement.

(i) *Non-Talent Cameras:* The following cameras are currently in use for non-talent, in which talent appears as incidental background or in which talent is keyed into the foreground through chroma key shots, and any other POV cameras such as beauty shots and scenic shots: Rooftop cameras, mast cameras. Additional such cameras, wherever located, whether owned by the Employer or third parties, may be established without restriction.

(ii) *Robotics Cameras:* The following cameras are currently in use for talent appearances in the Employer’s studio: Robotics cameras. Such cameras will be remotely controlled by a Robotics Camera Operator who may be assigned to operate no more than five (5) such cameras during a production. Robotics Camera Operators shall be paid the upgrade specified in Section 24.02(f).

(iii) *Studio and Newsroom Cameras:* The following cameras (other than Robotics cameras) are currently in use for talent appearances in the Employer's studio and newsroom that can be operated without an employee: the Newsroom camera, Weather Center camera, Sports Center camera, and Studio Static camera. The Employer shall have the absolute right during the term of the Agreement to establish additional cameras, and eliminate existing ones, so as to have no more than a total of eight (8) such cameras established at any given time.

(iv) *Univision Radio Cameras:* The following cameras are currently in use for talent appearances at Univision Radio outlets: Piolin Studio (former "KLVE camera" owned by KMEX), KLVE Studio, KTNQ Studio, Recuerdo Studio, KSCA Studio. Additional such cameras, whether owned and established by the Employer or Univision Radio, may be established without restriction.

(v) *Outside Cameras:* The following cameras are currently in use for talent appearances outside the Employer's studio and newsroom (other than at Univision Radio): Cal Trans Camera, Super Estrella, LA Times. The Employer shall have the absolute right during the term of the Agreement to establish additional cameras, and eliminate existing ones, whether owned and established by the Employer or third parties, and whether or not used exclusively by the Employer, so as to have no more than a total of ten (10) such cameras established at any given time.

(vi) *Establishment Defined:* For purposes of this Section 6.02(e), a camera shall be deemed "established" whether it is being used regularly or sporadically.

(vii) *Establishing Additional Cameras:* The Employer shall have the right to request to establish up to two (2) net additional cameras in the studio or newsroom subject to (iii) above and/or six (6) net additional cameras outside the studio and newsroom subject to (v) above. The Union shall grant such request(s) unless it can prove that its refusal was based on reasonable concerns that use of such additional cameras realistically would lead to layoffs, substantially increased work load, or other adverse condition of similar magnitude of concern to the Union.

(viii) *Discussions:* Prior to determining the location(s) for the control units for the cameras established pursuant to this Section 6.02(e), the Employer will discuss its plans with the Union. The Employer will discuss with the Union any concerns that assignment of multiple cameras requiring adjustment could result in substantially increased work load, if raised by the Union.

(ix) *Camera Adjustment:* The following unmanned cameras may only be adjusted off air during the particular program or production by an employee covered by this Agreement (except the assigned Robotics Camera Operator), such as Master Control Technical Directors, TOC Operators, Video Control, Tape Operators and Technical Operations Coordinators:

(A) Non-talent cameras subject to (i) above, that are used exclusively by the Employer;

(B) Cameras used for talent in the studio and newsroom subject to (iii) above, with the exception of the Studio Static camera;

(C) Cameras used for talent at Univision Radio outlets subject to (iv) above, provided such cameras may be adjusted by any person when the cameras are used for purposes other than broadcast by the employer; and

(D) Cameras used for talent outside the studio and newsroom, subject to (v) above that are owned and/or used exclusively by the Employer.

(x) *Installation and Maintenance*: Notwithstanding anything to the contrary in Section 6.05, unmanned cameras subject to this subsection (e) owned by the Employer shall be installed, maintained, repaired or removed by employees covered by this Agreement except to the extent it is impractical or infeasible to do so. Unmanned cameras not owned by the Employer may be installed, maintained, repaired or removed by any person. The Employer agrees that it will not avoid purchasing cameras for the purpose of circumventing this subsection.

### 6.03 Incidental Management Functions

Notwithstanding anything in this Agreement to the contrary, the Employer's management personnel, including supervisors ("Managers"), shall not be precluded from performing the following functions in the course of their duties.

#### (a) *Instruction*

Any Manager may utilize equipment in his or her Department for the limited purpose of giving off-line instruction to employees in the operation of Technical Equipment.

#### (b) *Assistance During Emergency*

Any Manager, in an emergency, may utilize Technical Equipment for the purpose of assisting bargaining unit employees in his or her department in the installation, maintenance or operation of such equipment. An "emergency" under this subparagraph and subparagraph (c) below shall be defined as a sudden, urgent or unforeseen occurrence requiring immediate action, but shall not include scheduling errors. In the event of such an emergency, either under this subparagraph (b) or subparagraph (c), the Employer will endeavor, without unreasonable delay, to obtain qualified bargaining unit employee(s) to perform the work.

#### (c) *Additional Permitted Functions*

The Chief Engineer and no more than two Assistant Chief Engineer(s) (or Managers with equivalent titles) may install, maintain, repair and remove Technical Equipment, with the understanding that the maintenance, repair and/or removal of such equipment would be primarily for the purpose of "trouble-shooting." During an emergency, any such individual, as well as the Operations Manager(s) (or Managers with equivalent titles) may operate Technical Equipment for up to two (2) hours in any workday, and continuing thereafter only if the Employer has been unable, after making a reasonable effort, to obtain qualified bargaining unit employee(s) to perform the work.

(d) *Scripts*

Any Manager with “editorial responsibility,” specifically the General Manager, the Station Manager, the News Director, the Assistant News Director, the Executive Producer, the Director of Public Affairs and the Director of Marketing and Promotions, or their designees acting in their capacity, may edit scripts, rewrite scripts, or write scripts for editorial comments. On an infrequent basis, these persons may write scripts by reason of such person's knowledge of the particular subject matter.

(e) *Directing and Producing*

(i) A Manager may direct “Specials,” provided that a Director is assigned to the same special.

(ii) A Manager may direct in cases of emergency when an illness or an unusual circumstance precludes direction of a project by the assigned Director and no other Director is readily available.

(iii) A Manager may produce “Specials,” provided that a Producer, of appropriate pay grade, is assigned to the same special.

(iv) In the case of an emergency, when the Producer is unavailable due to illness or an unusual circumstance, and no other Producer is available, either a Manager or the assigned Director, at management’s discretion, may produce. Regardless of who produces, the assigned Director will be paid at the Producer/Director upgrade.

(f) *Other Non-Exclusive Functions*

Any Manager may perform any of the non-exclusive functions specified by Section 6.04, except to the extent that any such specific non-exclusive function is expressly limited to particular employees.

(g) *No Layoffs*

The exercise by the Employer of the rights under this Section 6.03 shall not result in the layoff of any employees covered by this Agreement.

6.04 Non-Exclusive Functions

Notwithstanding anything in this Agreement to the contrary, at the Employer’s discretion, either bargaining unit employees or employees other than bargaining unit employees as set forth below may perform the following functions. The assignment of such functions to bargaining unit employees shall not affect the Employer’s right to later assign the same or similar functions to non-bargaining unit employees.

(a) *Office Playback*

Any person may operate Office videocassette and similar equipment, including but not limited to Beta and DVC Pro equipment, which is located in the Employer's offices for playback purposes of analysis and review, but not to infringe on the right of bargaining unit employees to edit videotape as set forth in this Agreement. It is not the Employer's intent to have management personnel time tapes or similar materials for on-air broadcast. Further, this provision does not affect the right of bargaining unit employees to install (including any necessary adjustments), maintain and modify such equipment unless they are unable to perform the necessary work in a timely manner.

(b) *Sets*

Any person may remove, install, paint or repair sets.

(c) *Writing*

AFTRA-represented reporters may prepare material for broadcast purposes for, or relating to, their own stories, including teases, plugs, lead-ins and lead-outs. AFTRA-represented anchors may write material for, or relating to, the newscasts they specifically anchor. Any non-bargaining unit employee may write material for rehearsals or auditions.

(d) *Teleprompter*

AFTRA-represented employees may operate the teleprompter to the extent currently permitted by the Agreement.

(e) *Digital Cameras*

The Employer recognizes and appreciates the unique contribution of the mini cam crews on a daily basis in gathering news material in the field, and it is committed to continuing to use its union-represented crews in the future for such work. Notwithstanding this commitment, the parties agree that for purposes of gathering supplemental material, employees of Univision corporate affiliates, including the Employer, may operate digital camera equipment that is capable of being hand-held (e.g., Panasonic DVX 100, Cannon XL1, Sony PD 150, miniature, or other camera equipment generally marketed as "Consumer" or "Professional Consumer" equipment), including video phones or similar devices, built-in or attached accessories, and/or tripods, so long as operation of the equipment is secondary to the person's primary work function(s). This work is viewed as supplemental to news gathering and is not intended to supplant employees covered by this Agreement. The exercise by the Employer of its rights under this section shall not result in the layoff of any employee covered by this Agreement.

If the Union determines in good faith at any time during the term of this Agreement that the Employer is exercising its rights pursuant to this subsection (e) in a manner contrary to the assurances expressed by the Employer during the negotiations in 2005, it shall have the right to serve a written notice of reopener requesting to renegotiate the terms of this subsection (e).



Within 30 days of receipt of such notice, the parties shall commence negotiations on such subject. If, within 60 days after commencement of negotiations the parties have not reached agreement, the Union shall be relieved of its obligations under Section 8.01, "No Strike," with respect to such matter, until such time as agreement is reached, or until expiration of the Agreement, whichever is first.

(f) *Sports Material*

AFTRA-represented sports anchors may determine the content of the sports report, supervise the editing, write the script, prepare the portion of the rundown relating to sports and engage in related functions that could be claimed to constitute "producing," provided that bargaining unit employees shall be responsible for utilizing the DVR to record material for air and transferring selected recorded material for air, subject to the right of the sports anchors and other non-bargaining unit personnel to record materials pursuant to subparagraph (a) and to facilitate the sports anchors' providing editing instructions.

Nothing in this subparagraph (f) shall limit the Employer's duty to assign a Producer to work on a sports program other than as part of the news (e.g., the 11:00 PM news). So long as a Producer is assigned and working on such program, the Producer and/or the AFTRA-represented talent may perform the above duties that may be performed by the AFTRA-represented sports anchors.

6.05 Third Parties

The Employer may contract or otherwise conduct business with third parties as follows:

(a) *Maintenance*

The Employer may contract for the installation, maintenance, repair or removal of any equipment, including warranty periods. The Employer recognizes the value of having bargaining unit employees present and/or working with such vendors and will so assign employees when it is practicable to do so.

(b) *Sets*

The Employer may contract for the removal, installation, painting, or repair of sets.

(c) *Remote Access*

In the event that the Employer is required as a condition of obtaining access to the location of a live pick-up or remote taping that necessary equipment owned or leased by the party controlling access be operated by its employees or other persons, the Employer may contract for the set up, adjustment, and operation of such equipment.

(d) *Specialized Equipment*

The Employer may contract for the set up, adjustment and operation of specialized equipment, including cameras, rented or leased from third parties, if the renter or lessor requires that its equipment be operated by its employees.

(e) *Stringer Video*

The Employer may broadcast purchased or licensed news material (“stringer video”) shot by third party vendors, including self-employed individuals. This shall not include material shot at the request of, or arranged by, the Employer. The Employer recognizes that the use of stringer video is primarily intended to supplement coverage by Mini-Cam Operators at times and places when it is impractical to utilize employees. The use of stringer video shall not result in the layoff of any bargaining unit employee.

(f) *Pool Feeds*

The Employer may enter into “pool feed” arrangements with other providers with respect to news coverage. A “pool feed” shall include events covered by multiple providers based on considerations relating to limited access by virtue of the nature of the event being covered or to the efficiencies of pooling coverage among the participants to a pool feed arrangement. The Employer agrees that agreements providing for the pooling of coverage for economic efficiency reasons will require that the Employer provide the pool feed to the other providers on a rotational basis. The Employer will provide the Union with the relevant, non-confidential portions of such written pool feed agreements to verify that the Employer has complied with this requirement.

(g) *Training*

The Employer may contract for the training of bargaining unit employees.

(h) *Helicopter*

(i) The Employer may enter into agreements with other television stations to broadcast or license the right to broadcast helicopter traffic, helicopter news and other footage or material shot from a helicopter or other aircraft.

(ii) When the Employer rents a helicopter or other aircraft on its own, any person operating the camera equipment thereon for broadcast functions shall be an employee covered by this Agreement except as provided by subparagraph (d), “Specialized Equipment,” and provided that a qualified person who can operate the necessary equipment is readily available.

(iii) This subparagraph (g) shall cease to exist March 31, 2012 unless specifically extended in writing during the 2012 negotiations.

(iv) The parties reserve their respective positions as per subparagraph (i), “*Other Third Party Arrangements.*”

(i) *Other Third Party Arrangements*

Each party reserves its respective positions concerning the rights and limitations of the Employer to contract with third parties with respect to product or services. Except to the extent expressly provided in this Section, nothing in this Agreement is intended to constitute a modification or alteration of any of the parties' rights and obligations with respect to third party contracting as they existed under the 1996-2000 Agreement.

6.06 New Machinery or Equipment

(a) *New Equipment*

In the event the Employer introduces equipment, replacing Technical Equipment in use as of the date of the signing of this Agreement, the Employer will negotiate in good faith, insofar as is applicable, for such equipment to be operated and maintained by employees covered by this Agreement, provided that such equipment requires operating and maintenance personnel. The Employer will commence such negotiations prior to the installation and/or utilization of such Technical Equipment.

(b) *Additional Negotiations*

Any substantial change by virtue of (a) above, in the working conditions of employees so assigned, will be mutually considered by the Employer and the Union, and if the resultant change in work becomes more difficult or onerous, the Employer agrees to negotiate a different wage rate for such work to be performed.

(c) *SNG Vehicle*

(i) In the event the Employer acquires a satellite news gathering vehicle (SNG), it agrees that the employee(s) assigned to operate the SNG vehicle will be covered by this Agreement. It is agreed that the employee(s) would be covered by a new job classification, the applicable wages and working conditions being subject to good faith negotiation.

(ii) Any news vehicle that includes satellite mobile earth station capabilities shall be considered a news vehicle "hybrid," and is distinct from an SNG vehicle.

(d) Based on technology in use as of the date of this Agreement, an employee performing the combined functions in the previous paragraph with the "hybrid" news vehicle shall not be permitted or required to perform a "live shot", or "live to tape" (recorded via live transmission) at the same time the mobile earth station is deployed. A "one-man band" operation that includes a "live shot" or "live to tape" may be performed no more than six (6) events per year (the 12-month period starting each April 1), subject to the following terms:

(i) Such event shall be upon the direction of the Operations Director or Chief Engineer;

(ii) The authorizing manager shall provide written notice to the union of such event no less than two business days after utilization; and

(iii) Each such event shall be limited to a single deployment.

#### 6.07 Computer Systems

During the negotiations for a new collective bargaining agreement, the parties discussed the technological changes rapidly taking place in the broadcasting industry, including changes which have affected KMEX's present broadcast operations and other changes which will result from the construction of KMEX's new digital facility. These changes affect the nature of work necessary for KMEX's broadcasting activity and the flexibility of assignment of certain work to persons other than bargaining unit employees, consistent with the developing practice in the industry.

KMEX has provided assurances to NABET that it intends to maintain the bargaining unit employees' primary involvement in the broadcast process. It also has affirmed its commitment to providing opportunities for training in order for bargaining unit employees to operate these new technologies.

Based on these considerations, and assurances, Computer Systems may be operated or worked on as set forth below:

##### (a) *Exclusive Bargaining Unit Computer Systems Operations*

Whether or not controlled by a Computer System, the following operations in connection with the Employer's broadcast functions shall be performed by employees covered by the Agreement.

- (i) Live to air master control switching.
- (ii) Production control room switching for broadcast live or recorded live.
- (iii) Directing of newscasts and other programs broadcast live or recorded live.
- (iv) Station camera technical set-up.
- (v) Setting up and operating the Station's satellite earth station uplinks.
- (vi) Operating the Station's microwave transmission facilities.
- (vii) Operating the Station's mini-cams for newsgathering and other broadcast operations.
- (viii) Using traffic computers to assist Managers in the Traffic Department.
- (ix) Writing.
- (x) Producing.

- (xi) Assignment editing.
- (xii) Linear video and audio editing.

The exceptions in Sections 6.01 through 6.05 shall be applicable to the above operations whether the operations are performed using Technical Equipment, Computer Systems, or otherwise.

(b) *Non-Exclusive Computer Systems Operations*

(i) *Ingest*

Subject to the exclusive assignment provisions of subparagraph (a) above, any person, whether employed by the Employer or otherwise, may operate a Computer System for the purpose of ingesting data, information or material (collectively "data"), whether for live to air operations or otherwise, including but not limited to:

- (A) Entering any form of data, including audio, video and graphics.
- (B) Digitizing or other format conversion of any form of data, including audio, video and graphics.
- (C) Receiving and/or recording feeds from satellite down links.
- (D) Creating alpha-numeric data.
- (E) Creating graphics, provided that (1) nothing in this Section 6.07 shall change the understanding that any employee otherwise covered by this Agreement whose full-time, exclusive duty is to create sophisticated electronic graphic art for on-air use utilizing a Computer System shall remain a bargaining unit employee and (2) any other employee shall be subject to the terms of subparagraph (d)(i) below.
- (F) Entering any form of data for control of, or input into, Computer Systems.

(ii) *Data Base Management*

Subject to the exclusive assignment provisions of subparagraph (a) above, any person, whether employed by the Employer or otherwise, may operate a Computer System for the purpose of managing data bases, whether for live to air operations or otherwise, including but not limited to:

- (A) Copying, cloning and/or transferring of any form of data, whether digital or analog.
- (B) Layout, downloading, recording, ordering, sequencing, processing and/or editing digital data.

- (C) Storing and/or archiving data to servers, whether digital or analog.
- (D) Entering material into, and downloading data from, library systems and uploading, managing, editing or modifying data contained in such systems.
- (E) Recalling any form of data, including audio, video and graphics.
- (F) Screening, browsing and/or accessing data for any purpose, including incidental functions such as accounting, verification of run time, and other record keeping, scheduling and financial functions.
- (G) Entering and/or transferring data to electronic output devices.
- (H) Removing, distributing and otherwise handling printed output from a Computer System.

(iii) *All Other Operations*

Subject to the exclusive assignment provisions of subparagraph (a) above, all other ingest, data base management or other broadcast-related operations of Computer Systems, whether for live to air operations or otherwise, not otherwise specified in subparagraphs (a) or (b) may be performed by any person, whether employed by the Employer or otherwise.

(c) *Working On Computer Systems*

(i) Any employee of the Employer, or of any other Univision corporate affiliate, may work on a Computer System and/or may connect Technical Equipment to any Computer System directly or indirectly via connections such as routers. Third parties may perform such work subject to the understanding in Section 6.05(a).

(ii) Working on a Computer System shall include, but not be limited to, the installation, set up, adjustment, updating, changing memory or storage units, connection of components via cabling, maintaining or repair of the Computer System.

(d) *Other Job Assignment Considerations*

(i) Nothing in this Section 6.07 is intended to preclude the Union from invoking the processes of the National Labor Relations Board to request a determination whether any individual performing job functions with respect to any Computer System should be included in the bargaining unit.

(ii) The Employer may assign bargaining unit employees to perform non-exclusive duties in connection with Computer Systems. The assignment of such duties to bargaining unit employees shall not affect the Employer's right to later assign the same or similar duties to any person, whether employed by the Employer or otherwise.

(e) *Utilization of Computer Systems*

(i) The provisions of this Section 6.07 shall apply whether or not the Computer System is connected to Technical Equipment as defined in Section 6.01, or is used to collect, enter, copy, modify and/or otherwise process data which controls the operation of Technical Equipment. A Computer System is not Technical Equipment.

(ii) The operation of a Computer System shall include, but not be limited to, the use of keyboards and other input devices of any kind, and any and all equipment capable of serving as a channel, source or receiver which are part of, attached to, or otherwise utilized by a Computer System. The operation of a Computer System, however, shall not include the operation of a device currently considered Technical Equipment which is connected to a Computer System (and therefore a part of the Computer System), but is not controlled by the Computer System.

(iii) Computer Systems may be operated or worked on in any area or location of the Employer's facilities, or elsewhere.

(iv) Notwithstanding anything to the contrary in this Section 6.07, the Employer agrees that persons other than bargaining unit employees may not perform functions pursuant to the rights established by subparagraph (b) in the aggregate, on a year-to-year basis, for more than twenty percent (20%) of the sum total of the aggregate straight time hours worked by all bargaining unit employees in all functions (except Maintenance Engineers) in that year.

Provided that there is an objectively reasonable basis for believing that the Employer is at or near the 20% limit stated above, the Union shall be entitled to request information from the Employer bearing on that question. The Employer shall be obligated to provide a reasonable response to the information request within a reasonable period of time.

Any dispute concerning the application of this subparagraph (e)(iv) may be submitted directly to arbitration pursuant to Article X, after all reasonable means of resolution have been exhausted, including use of a third party mediator if the parties find it mutually agreeable. In the event any such dispute is arbitrated, the Union shall have the burden of proof. The Arbitrator shall not sustain the grievance unless he or she concludes that the Employer clearly exceeded the 20% limit. In the event that the Arbitrator concludes that the Employer exceeded the 20% limit, the Arbitrator's authority with respect to remedy shall be limited to a reasonable compensatory monetary award.

(f) *Definition of Computer Systems*

Computer Systems include, but are not limited to:

(i) Any and all present and future computers, whether stand alone or otherwise, and the systems of which they are a part, including their components, parts, sections, information sources or channels, processors, receivers, CPUs, microprocessors, hand-held or palm-sized devices, cellular or PCS devices, internet devices, terminals, modems, keyboards, telephone lines, fiber optic, satellite and other related communications and data transmission equipment, printers, memory and storage devices and other peripheral equipment (including, but not limited to, audio consoles,

monitors, microphones, switches, tape machines, CD, DVD, DATA and ADAT players and recorders, patch cords, etc.), and all other input or output devices regardless of operating systems, programming languages, APIs, data bases or servers, and regardless whether such equipment is otherwise Technical Equipment within the scope of Section 6.01(a) when it is operated independently of a Computer System. All types of non-linear computer editing systems (e.g. AVID, AVID Newscutter, Softimage, Adobe Premier, Panasonic Newsbyte) are Computer Systems. Without limiting the foregoing, Accuweather and similar weather graphics systems, and Chyron and similar character generating systems, are Computer Systems. A device or piece of equipment is not a Computer System merely because it has or incorporates a microprocessor.

(ii) Any device, system or component of such system, or network or component of such network (e.g. WAN, LAN, Enterprise Network, Internet etc.) including but not limited to those enumerated in (i) above, or any other transmission, switching, routing, diagnostic equipment and/or cabling used in conjunction with the equipment described in subparagraph (e) above, regardless of topology, protocol (e.g. IP, IPX) or method of transport (e.g. Ethernet, ISDN, ATM, Frame Relay, T1, T3, OC-12, FDDI, SONET, 1394-(Firewire)). The above definition of Computer Systems shall be construed to encompass all future technological developments in the field of computer science.

(g) *No Layoffs*

The exercise by the Employer of the rights of non-exclusive operation of, or non-exclusive work on, Computer Systems set forth in this Section 6.07 shall not result in the layoff of any bargaining unit employee.

(h) *Training*

The Employer will provide training in the operation of Computer Systems to bargaining unit employees who are currently assigned to perform the work for which such systems will be utilized. Such training will be provided as part of the employees' working hours. The Employer agrees that such training will additionally be provided to per diem employees regularly employed as of both the date of ratification and the time that training commences for the new facility, provided that such employees worked at least 1000 hours in 2000.

(i) *New Technology Committee*

A New Technology Committee consisting of no more than three (3) representatives of the Employer and no more than three (3) representatives of the Union will meet at least quarterly for the first two years of the Agreement (January, March, June and October) and twice a year thereafter, in March and September, to discuss changes in technology and implementation and application of this Section 6.07, including the impact these matters will have on bargaining unit employees. The primary purpose of the Committee will be to exchange information and to avoid disputes where it is possible to do so. The content of these discussions will be off the record for all purposes, including arbitrations and other administrative and legal proceedings, although any agreements reached in these discussions will be effective once reduced to writing and executed.



This provision shall not constitute a re-opener of negotiations for any purpose and no grievances or work stoppages (or other disruptions of the operations of the Employer) shall result from the failure of the parties to reach agreement on any issues(s).

## ARTICLE VII

### POSITIONS AND DUTIES

The following position descriptions are set forth in this Agreement to provide guidance as to the nature and content of positions referred to elsewhere in the Agreement.

#### 7.01 News Editor, Photojournalist, Mini-Cam Operator and Microvan Operator

(a) The News Editor assembles and edits materials on linear video and non-linear news computer systems for program segments, advances, mini opens and teases, including sound bites, voice-overs, and packages whether relating to news, promos, public affairs or otherwise, which is not edited under the conditions set forth in Section 7.07.

(b) The Photojournalist gathers material in the field for news, news documentaries, news special events and other like programming by interacting with on air talent and/or with subjects of the coverage, including asking questions when necessary or appropriate to elicit on-camera responses. The Photojournalist operates all equipment necessary for the performance of such functions, including cameras, recording equipment, editing equipment, lighting gear, audio equipment, story or material transmission not utilizing traditional RF equipment, and related existing and newly developing technologies.

(c) The Mini-Cam Operator performs all of the functions of the Photojournalist except is not responsible for editing or transmitting in the field.

(d) 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 communications.

#### 7.02 Video Librarian

The Video Librarian will be responsible for editing for file purposes, logging and filing videotape and inputting necessary information into a data base for future in-house use. The Video Librarian will coordinate the gathering and stocking of videotape. The Video Librarian will provide, file and retrieve video for various Employer departments, talent and editors as needed.

#### 7.03 Technical Operations Coordinator

The duties of the Technical Operations Coordinator shall be, under the direction of the Operations Manager(s) or other management designee, to assign employees to perform specific functions to cover current studio and/or remote production needs, to provide schedules for satellite or other recording and playback, to provide and properly label all necessary recording and playback tapes, to maintain and provide attendance records, to review satellite and Station transmitter logs for

accuracy and provide reports as necessary, and to assist employees in performing any technical duties for which they may not possess immediate and adequate knowledge.

#### 7.04 Maintenance Engineer

A Maintenance Engineer is responsible for the installation, repair, removal, and preventive maintenance of all Technical Equipment used for productions.

#### 7.05 Technical Director

The Technical Director is responsible for a technically acceptable television production as assigned and is in technical charge of the engineering crew during such production. When the production requires the assignment of a Director or Producer, the Technical Director will follow the instructions and lead of the responsible Director or Producer.

#### 7.06 Assistant Technical Director

An Assistant Technical Director may be assigned to work closely with the Technical Director in the performance of his duties.

#### 7.07 On-Line Editor

The On-Line Editor is responsible for the editing of production material as assigned, either in a production facility (such as studio A or B or similarly equipped facility) or as part of a non-linear editing system with similar production capability.

#### 7.08 Electronic Graphics Operator

Responsibilities include operation of electronic graphics equipment, such as the Collage, keyboards and other technical equipment associated with such devices for the purpose of producing electronic graphics or similar art work/image enhancement for broadcast use. In producing the images, it is understood this may involve 3-D manipulation and animation.

#### 7.09 Master Control Technical Director

The Master Control Technical Director (M.C.T.D.) is responsible for the technical acceptability of "on air" programming. The M.C.T.D. maintains the official F.C.C. program and transmitter logs and makes needed modifications. The Visual Logger may be used as a reference to ensure accuracy and correct possible errors. The M.C.T.D. also coordinates all "on air" operations, including commercial integration and the insertion of all other events such as public service announcements (PSAs), promos, news bulletins and news teases.

#### 7.10 T.O.C. Operator

T.O.C. Operator duties include remote signal coordination (i.e., satellite, Telco, microwave, and communication links), as well as internal signal connections, routing and IFB links.

7.11 Lighting Director

The Lighting Director, as required, shall be responsible for aiming, focusing, plotting, designing and making purchase recommendations for television lighting for Employer productions.

7.12 Audio Engineer

The Audio Engineer is responsible for the mixing of all audio signals for live or recorded productions. The Audio Engineer also is responsible for IFB communications, mix-minus telephone signals and microphone set ups, including wireless systems, as well as all other audio equipment.

7.13 Chyron Operator (Character Generator Operator)

A Chyron Operator is assigned to input, organize, and/or record chyrons for programs, promos, and commercial recordings, whether taped or live.

7.14 TelePrompter Operator

A TelePrompter Operator is responsible for the set up, preparation and operation of a prompter device displaying a script, whether paper or electronic, through the use of an electronic display device to be read by on camera talent.

7.15 Video Tape Operator

(a) The Video Tape Operator's duties include recording, organizing and filing of programs, commercials, feeds, etc, from any source. In addition, the Video Tape Operator transfers and identifies commercial material, and plays back recorded material, including promotional material and news updates, sets up and tunes satellite feeds for recording or on air use, and routes Telco feeds.

(b) The News Video Tape Operator's duties involve the sequencing of news material for replay during a newscast, whether live or taped, using multiple devices simultaneously.

7.16 Robotics Camera Operator

A Robotics Camera Operator is responsible for the set up and operation of the robotics cameras, and preparation of the studio for camera operation, during studio productions, whether live or taped, when robotic cameras are utilized.

7.17 Producer

A Producer supervises the production of programs (news and non-news). A Producer's duties shall include, but not be limited to: generating story ideas, writing scripts, casting, dealing with audio and visual materials, and making general arrangements relating to such programs.

#### 7.18 Director

The Director shall be responsible for the live or "live on tape" production of all programs and announcements, including pre-recorded commercials, PSAs, promos and news programs which are produced by the Employer. Directors may also be responsible for the program run-sheets and any function pertaining to the coordination of all production elements, including, but not limited to, talent, engineering and production crews, as required. Once the recording of a pre-recorded program or the airing of a live program has commenced, all directions shall be from the Director or the Director's designee.

#### 7.19 Assistant Director

The Assistant Director shall assist the Director in the performance of his duties as assigned by the Director or management. An Assistant Director may also be assigned to coordinate news bulletins, news teases or other live announcements in conjunction with the Master Control Technical Director.

#### 7.20 Floor Director

A Floor Director serves as a liaison between the Director, Assistant Director, and persons in the studio, on location or on the stage during camera rehearsals, pre-recordings, and live production. During a production, the Floor Director works pursuant to the instructions of the Director or the Director's designee. The job duties of the Floor Director include but are not limited to marking positions of scenery and props, being responsible for props and operation of special production props, setting up art work and graphics, relaying directions of the Assistant Director, Director, or Producer, giving cues, and adjusting microphones and IFBs.

#### 7.21 Assignment Editor

The Assignment Editor shall, as required, be responsible for the selection of stories for news coverage, including field assignments, interviews and video for voice-overs, sound bites or packages. The Assignment Editor will provide in writing and/or through verbal instructions, appropriate assignments to the talent and camera crews. Instructions shall include information pertaining to the subject to be covered, location and time of the news event and field contacts. The Assignment Editor will communicate with talent and camera crews through radio, telephone and other means. The Assignment Editor may select stories from news wire services, newspapers, facsimiles, television, radio, government and other agencies, telephone tips and other sources. The Assignment Editor will work closely with the News Director and/or the Producer(s) in communicating the stories to be covered in the field and will mobilize news crews in the event of breaking news events. Additional duties may also be assigned by Management.

#### 7.22 Assistant Assignment Editor

The Assistant Assignment Editor, as required, shall assist the Assignment Editor in the performance of the Assignment Editor's duties, as assigned by the Assignment Editor or Management.

### 7.23 Program/Tape Coordinator

A Program/Tape Coordinator works closely with the respective Producer or News Director in all aspects of any program, or program material, including the assignment and coordination of needed materials, the distribution of the materials, and any other duties related to the production. The job duties of the Program/Tape Coordinator include making discretionary decisions on a regular basis.

### 7.24 News Coordinator

The News Coordinator will work closely with the respective Producer or News Director in all aspects of programming, including the assigning of materials to the appropriate departments; organizing and preparing scripts; and the assignment of mini-cam crews, news covering talent, Research/Writers and Newswriters.

Assignment sheets pertaining to the News Coordinator's functions shall be clear and easily understandable to the Coordinator.

In addition to those duties as outlined above, the News Coordinator shall: (a) select stories from wire services (e.g., City News, AP, Spanish Wire Service) and (b) coordinate the sequential list for videotape recording inserts.

### 7.25 Production Assistant

A Production Assistant assists Producers and others in the performance of their duties by delivering tapes, relaying instructions, assisting in the pre-production of programs and performing similar non-discretionary tasks.

### 7.26 Writer

A Writer originates, writes, rewrites, edits, condenses and processes material for programs or auditions (news and non-news). In performing this work, a Writer utilizes various news sources, communicates with newsmen, and works closely with Producers, other bargaining unit employees, and Management in determining story ideas, format and method of presentation.

### 7.27 Research/Writer

In order to carry out his tasks, the Research/Writer will receive instructions and assignments clearly and precisely from the Producer or Coordinator. The Research/Writer will make contact by telephone and will obtain the necessary information for the Host of the show. The material or information should be presented in a comprehensible manner to the Host of the show. The Research/Writer will translate reports or other materials. The material or information shall be given to the Host of the show with sufficient time for him to become familiar with the information. Research/Writers shall be given sufficient time to complete or obtain information. When taping on location, the Research/Writer will provide information as to what the topic is, whom to contact, where to go (including the address, directions and parking arrangements), the conditions under which they will be taping, and time and date of taping. The Research/Writer will work closely with the Producer in preparing the material for air.

#### 7.28 Traffic Coordinator

The duties of a Traffic Coordinator shall be as follows:

To assist Traffic Department Management in the preparation of the daily program logs. This will include clearing broadcast orders; compiling program information; editing and revising the log as necessary to meet the needs of the station; assigning numbers for materials to be used on the air; maintaining files of contracts, materials, and other items as required by Traffic Department Management; making any changes as needed to the program logs; and making sure that all information is distributed to ensure the smooth operation of the station.

This would include the operation of computer terminals, printers, typewriters, copy machines, decollators, and other equipment as required by Traffic Department Management.

The Employer will not use this provision to deprive bargaining unit employees of overtime opportunities.

#### 7.29 Sales Assistant

The duties of the Sales Assistant and the Senior Sales Assistant shall include all sales service coordination and sales assignments described as follows:

Preparing sales kits and maps, preparing and typing sales contract proposals, contacting clients and acting as liaison among the Traffic, Production, Sales and Accounting Departments. Sales Assistants will perform general clerical duties as related to the Sales Department.

#### 7.30 PBX Operator

The duties of PBX Operator shall include the operation of telephone switchboards, acting as receptionist, typing and the processing of daily mail.

#### 7.31 Building Services Janitorial Employee

The duties of the Building Services employee shall include the general utility duties in connection with the maintenance and cleaning of all building and parking areas of the Company in addition to the walk-ways and planted areas around the buildings. In case of emergency (i.e., illness or vacation), the Employer may hire an outside contractor to replace the ill or vacationing employee to a degree no greater than heretofore.

## ARTICLE VIII

### NO STRIKE OR LOCKOUT

#### 8.01 No Strike

(a) The Union agrees that so long as this Agreement is in effect, neither the Union nor any of the employees covered by this Agreement shall engage in any strike, slow-down, stoppage of work, planned inefficiency, boycott, picketing or other interference with work or threat or inducement of the same for any reason whatsoever. It is understood and agreed, however, that the Union reserves the right hereunder to refuse to permit its members to be assigned, transferred, or required to go to any other station, transmitter or studio where a lawful strike by a labor organization is in progress, except, however, for news gathering activities. It shall not be a breach of this Agreement for the bargaining unit members assigned to, or attending, news gathering activities to refuse to cross a picket line established by a labor organization; provided further, that in the event of such refusal, it shall not be a breach of this Agreement for the Employer to assign non-bargaining unit persons to such activities.

(b) If any strike or other form of work stoppage occurs in violation of this Agreement, the Union agrees immediately and publicly to disavow such strike or work stoppage and to use all reasonable means to prevent the conduct and continuance of such strike or work stoppage.

(c) Any employee who violates the prohibitions of this Section shall be subject to discipline, up to and including discharge. Any dispute concerning such discipline shall be subject to grievance and arbitration pursuant to Article X.

#### 8.02 No Lockout

The Employer agrees that so long as this Agreement is in effect, there shall be no lockouts.

## ARTICLE IX

### INVESTIGATIONS

9.01 Representatives of the Union may, within reason, carry on investigations pertaining to the terms and conditions of this contract at any operating unit of the Employer, and free from interference by the Employer. Upon notifying the Department Head, such investigation or inspection shall be carried on at reasonable hours and in such manner as not to interfere with the normal operation of the Employer.

## **ARTICLE X**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

10.01 In the event any dispute or grievance shall arise concerning the interpretation or application of this Agreement, the issue shall be resolved as follows:

Step 1 Should a grievance arise during the term of this Agreement, the aggrieved employee or employees shall contact the designated Union representative. The grievance shall be discussed by the representative and the designated management supervisor within fourteen (14) days after the occurrence of the event which is the subject of the grievance for the purpose of attempting settlement.

In the event an employee has a complaint, he may discuss the complaint with his management supervisor, his Steward, or both, provided, however, that the Steward shall have the right to be present at the resolution of the complaint. If the complaint is not satisfied, it may be submitted as a grievance.

Step 2 Should the grievance remain unresolved after such discussion, it shall be reduced to writing on appropriate forms, signed by the aggrieved party and submitted to the Employer within seven (7) days after the meeting of the parties as described in Step 1. Within seven (7) days thereafter, the parties shall meet and attempt to resolve said grievance. Up to two (2) Union representatives in attendance at such meeting will not suffer loss of normal wages. If the parties fail to settle the grievance within seven (7) days thereafter, the Union shall have the right to proceed to arbitration as hereinafter provided.

Step 3 If a grievance is not settled as provided in Step 2, the Union shall have fourteen (14) days after the meeting of the parties as described in Step 2 to serve the Employer with a written demand for arbitration. The parties will endeavor to mutually agree on the selection of an arbitrator. In the event that the parties cannot mutually agree on the selection of an arbitrator, such written demand shall be submitted to the office of the Federal Mediation and Conciliation Service in accordance with its Rules and shall be determined by an Arbitrator selected pursuant to such rules.

Upon receipt of the arbitrator's dates, the parties' attorneys or other designated hearing representatives will promptly agree to a hearing schedule or the arbitrator shall be authorized to set the schedule. It is mutually recognized that there is a mutual benefit in completing the hearing, briefing and decision-making process in a reasonably prompt and timely fashion.

The written decision and Award of the Arbitrator shall be final and binding upon the parties to this Agreement and upon the employee or employees covered by this Agreement. In the event either party fails to abide by the decision or Award of the Arbitrator, the other party hereto shall be relieved from compliance with the provisions and prohibitions of Article VIII hereof; provided, however, that if such decision or Award is promptly appealed, Article VIII shall continue in full force and effect unless there is a failure by one of the parties to comply promptly with the Court decision resulting from such appeal.

The Arbitrator's fees and expenses, the cost of any hearing room, the cost of a shorthand reporter and the cost of the original transcript, if requested by the Arbitrator, shall be borne equally



by the Employer and the Union, and all other costs and expenses shall be borne by the party incurring them. Any grievance which is not processed within the time limits provided within this Section shall be deemed waived unless such time limit or time limits are extended or waived by mutual express written consent of the parties.

In no event shall the Arbitrator modify or amend the provisions of this Agreement or assess punitive damages; nor shall the same subject matter be the subject of arbitration more than once except upon showing of new evidence or a change of conditions.

## **ARTICLE XI**

### **PER DIEM EMPLOYMENT**

#### **11.01 General Provisions**

Per diem employees are those employees hired on a daily basis for any purpose. A per diem employee may be employed, without limitation, to perform any and all duties within the jurisdictional scope of this Agreement.

No more than one-third (1/3) of straight time per diem hours worked will be from four hour call per diem employees.

Per diem employees shall receive the A hourly rate or B hourly rate set forth in Section 24.01, or the upgrade rate set forth in Section 24.02, whichever is applicable, and an additional twenty percent (20%) in lieu of all fringe benefits (hereinafter called the "per diem rate"), with the following exceptions:

Per diem employees will accumulate 1 paid day off for every 400 straight time hours worked in a calendar year. Such paid days off shall be paid to per diem employees annually at the end of the year by January 31st of the following year.

Per diem employees will have contributions made on their behalf by the Employer to the Entertainment Industry Flexible Spending Plan (or other mutually agreeable plan) at a rate of five percent (5%) of the per diem rate for all straight time hours worked. Per diem employees will be entitled to make pre-tax contributions into the flexible spending account. Per Diem employees will be entitled to make post-tax contributions into a 401(K) account. All such contributions will be limited by the restrictions of the respective plans.

In the event that group health coverage becomes available to per diem employees within the bargaining unit through a program available through the Union, the Employer will deduct from the per diem employee's wages the cost of such coverage upon receipt of the appropriate written authorization.

Per diem employees shall be required to become members of the Union after thirty (30) days during the term of the Agreement.

11.02 Per Diem Work Schedule, Overtime and Penalties

(a) *Work Week*

The standard work week for per diem employees will be the same as the standard work week for regular employees, as defined in Article XIX, Section 19.01.

(b) *Work Day*

A work day for per diem employees shall consist of not less than four (4) consecutive hours of work. This shall be computed by totaling the number of elapsed hours between the time a per diem employee reports for duty and the time that such per diem employee has completed his duties for the work day, including paid meal periods (if any), which shall be considered as time worked.

A work day for a per diem employee performing the combined job functions of Microvan Operator and Mini-Cam Operator/News Editor pursuant to Section 6.02(d) shall consist of not less than eight (8) consecutive hours of work, including paid meal period(s).

(c) *Work Schedules*

(i) Per diem employees shall be notified of the cancellation or change of any scheduled shift not later than twenty four (24) hours prior to the start of the scheduled shift. Any cancellation later than twenty four (24) hours prior to the start of the scheduled shift will result in the per diem employee receiving full payment for the first day of the scheduled shift so canceled. Per diem employees may be called in with minimal advance notice if it is mutually agreeable to the Employer and the per diem employee.

(ii) Prior to adding new per diems to department call lists, the Employer will endeavor to hire current per diem employees, already being utilized, where reasonably possible and appropriate, provided it is agreed that the determination of what per diems to be utilized is within the Employer's sole discretion.

(d) *Overtime*

(i) Per diem employees shall receive the overtime rate of time and one half (1-1/2) of the per diem rate for all work as follows:

(A) in excess of eight (8) hours in any work day, unless the per diem employee is scheduled to work four (4) days for ten (10) hours each day within a seven day period, (whether or not the seven-day period falls within a "work week" as defined in Article XIX, Section 19.01, in which case overtime would be incurred for all hours worked in excess of ten (10) hours in any so scheduled day;

(B) any hours accumulated in excess of forty hours per week in any work week (including the ten hour sessions referred to in (d)(i)(a) above) will be paid at time and one half (1-1/2).

(C) on the sixth and seventh consecutive workdays, regardless of work week, which shall not be counted towards work week totals for computing overtime.

(D) in excess of six and one-half (6-1/2) hours in any work day, if the per diem employee is required to report to the Employer's Transmitter site on Mount Wilson and the Employer does not provide transportation. (See Article XV, Section 15.05). This relates to 5 day work week per diem employees. For 4 day work week employees, overtime would be incurred only after 8-1/2 hours of work in one day.

(ii) Per diem employees shall receive the overtime rate of two (2) times the per diem rate for all work in excess of twelve (12) hours in any work day. Per diem employees shall not work in excess of ten (10) consecutive days, unless such employees receive the overtime rate of two (2) times the per diem rate for all hours worked until receiving a day off.

(iii) The provision to prevent compounded overtime and/or premium pays for per diem employees will be the same as for regular employees, as defined in Article XIX, Section 19.05(d).

(e) *Work on Holiday*

A per diem employee who works on a recognized holiday as defined in Article XVI, Section 16.01 (including Employee's Birthday, but excluding Floating Holiday) shall be paid at least one and one half (1-1/2) times the per diem rate for hours worked, subject to payment of two (2) times the per diem rate where otherwise applicable.

(f) *Turn-Around*

(i) The Turn-Around provision for per diem employees will be the same as for regular employees, as defined in section Article XIX, Section 19.06(a).

(ii) The compensation to the per diem employees for short turn-around will be the same as for regular employees, as defined in Article XIX, Section 19.06(c).

(iii) None of the turn-around provisions for the per diem employee shall apply to tours of duty separated by days not worked by the per diem employee.

(g) *Meal Periods*

(i) If the per diem employee works more than five (5) hours in a work day, then he will receive a one (1) hour paid meal period.

(ii) If the per diem employee works more than ten (10) hours in a scheduled eight (8) hour work day, then he will receive a second paid meal period of forty-five (45) minutes' duration. The second meal period shall be scheduled within a two (2) hour period commencing with the start of the tenth (10th) hour worked and will be paid at the appropriate overtime rate.

(iii) Provisions for additional meal periods for per diem employees will be the same

as for regular employees, as defined in Article XIX, Section 19.07(b) and (c).

(iv) Provision for meal penalties and payments for per diem employees will be the same as for regular employees, as defined in Article XIX, Sections 19.07(d), (e) and (f).

(h) *Rest Periods*

The per diem employee will receive a ten (10) minute rest period within each four hour work period as close to the middle of the four hour work period as is practical. The Employer shall grant a relief period for each job function during an extended television broadcast. An employee who misses a break on account of work demands shall be entitled to \$5.00.

(i) *Night Differential*

The Night Differential provision for per diem employees will be the same as for regular employees, as defined in Article XIX, Section 19.09.

(j) *Continuous Tour of Duty*

The Continuous Tour of Duty provision for per diem employees will be the same as for regular employees, as defined in Article XIX, Section 19.10.

(k) *Company Seniority*

A per diem employee subsequently offered a regular employee position shall be credited with up to one year company seniority, based on actual hours worked.

(l) *Hazard Insurance*

The Hazard Insurance provision for per diem employees will be the same as for regular employees, as defined in Article XIV, Section 14.02.

(m) *Retirement/Savings Plan*

Per diem employees are eligible to make contributions to a 401(k) Retirement/Savings Plan (as described in Article XIV, Section 14.03). No contributions to this plan will be made by the Employer.

(n) *Travel Time*

(i) The Travel Time provision for per diem employees will be the same as for regular employees, as defined in Article XV, Section 15.01(a), (b) and (c) and Section 15.05(b)(ii).

(ii) A per diem employee (assigned to a four (4)-day ten (10) hour work week) who is required to travel on a common carrier on any assignment lasting more than one (1) day shall be credited with all travel time, including common carrier transportation. If such travel is less than ten (10) hours, he shall receive a minimum credit of ten (10) hours. If he is assigned any other duties on

the travel day, he shall receive pay for actual travel time, plus all time spent in the actual performance of duties.

(o) *Travel Expenses*

The Travel Expenses provision for per diem employees will be the same as for regular employees, as defined in Article XV, Sections 15.02; 15.03; 15.04; 15.05(a), (b)(i) and (iii), (c) and (d); and 15.06.

(p) *Safety*

The Safety provision for per diem employees will be the same as for regular employees, as defined in Article XVIII.

(q) *Temporary Upgrading*

The Temporary Upgrading provision for per diem employees will be the same as for regular employees, as defined in Article XXI, Section 21.02.

11.03 Additional Articles

In addition to the above, the following Articles shall apply to per diem employees as they do to regular employees:

Article I	Recognition and Warranty
Article II	Scope of Unit
Article III	Union Membership
Article IV	Management Rights
Article V	Employment Sections 5.01, 5.05, 5.07, 5.08, 5.09, 5.10
Article VI	Jurisdiction
Article VII	Positions and Duties
Article VIII	No Strike or Lockout
Article IX	Investigations
Article X	Grievance and Arbitration Procedure
Article XXII	Full and Complete Agreement
Article XXIII	Term of Agreement

Per diem employees are eligible only for such benefits as specified in this Article.

This Article shall not be used for the purpose of laying off employees.

## **ARTICLE XII**

### **DISCHARGES**

#### **12.01 Discharge for Cause**

The employer shall have the right to discharge any employee for cause by giving notice in writing and, upon request of the Union, shall state in writing to the Union the reason for such discharge. If the employee and Union believe such discharge to be unjustified, the matter shall be considered a grievance and shall be handled as provided in Article X of this Agreement.

#### **12.02 No Notice or Severance Pay**

In the event of a discharge for cause, or for failure to remain in good standing with the Union, it is agreed that the employee shall not be entitled to notice or severance pay.

## **ARTICLE XIII**

### **LEAVES OF ABSENCE**

#### **13.01 General Provisions**

(a) A leave of absence without pay up to a maximum of ninety (90) days may be granted by the Employer. Employees' requests for such leaves of absence must be in writing and given to the appropriate Management Department Head. The granting or denial by the Employer must be by written confirmation to the employee involved within fourteen (14) days after receipt of said request except that in an 'emergency' the time limits shall be waived. Upon return from any approved leave of absence, the employee shall be re-employed in the position he held prior to the leave and without loss of seniority rights.

(b) Upon two (2) weeks notice, a leave of absence not to exceed thirty (30) days shall be granted by the Employer for Union business. Only one (1) such leave of absence for one (1) person need be granted during a calendar year.

A NABET-represented employee who is a participant in the Employer's pension plan, who is placed on short-term leave of absence for Union activity of ten (10) or less working days, and for whom it is reasonably anticipated that such employee will not be on leaves of absence for Union activity for more than a total of thirty (30) working days in any calendar year, will remain on the Employer's payroll, at his base salary, during the period of such leave.

NABET will promptly reimburse the Employer for the following payments made by the Employer during each such period of leave while the employee remains on the Employer's payroll pursuant to such leave:

- (i) The employee's base salary.
- (ii) The Employer's contribution to the 401(k) plan.
- (iii) Payroll taxes paid by the Employer.

In addition to the above leave, upon four (4) weeks' notice, the Employer will grant an unpaid long-term leave of absence for one elected, full-time Union officer (President, Vice President, Treasurer and Secretary) as authorized and requested by the Union for a period of up to one year. Subject to being requested upon four (4) weeks' notice, a leave may be extended yearly upon request by the Union, not to exceed a total leave of three (3) years. The Employee's Unit seniority date shall not be adjusted as a result of the leave, but the Company seniority date shall be adjusted so that the period of the leave shall not count in any way towards accrual of any fringe benefits, including but not limited to vacation, sick leave and severance pay. Upon expiration of the leave, the Employee shall be permitted to "bump" back into his or her Unit without change of pay classification. An Employee on long-term leave shall not be provided wages or accrue or be given fringe benefits.

(c) An employee returning from any military leave shall be given credit for such military service for all seniority providing he reports for work within ninety (90) days after being discharged from the service.

(d) It is understood and agreed that in no event shall the Employer be required to pay wages or other compensation to any employee during any period in which said employee is on leave of absence. Employees on an unpaid leave of absence shall not accrue vacation during their leave, unless mandated by federal or state law.

13.02 Sick Leave

(a) Employees who have been continuously employed by the Employer for the length of service specified below shall be credited with paid sick leave on a calendar year basis as contained in said schedule:

<u>Length of Service</u>	<u>Paid Sick Leave</u> <u>Hours</u>
0 - 6 Months	- 0 -
6 - 12 Months	48
1 - 5 Years	64
Over 5 Years	80

(b) Any sick leave taken during a calendar year must first be deducted from that year's earned sick leave allowance. Any sick leave taken in excess of the yearly allowance will be deducted from the employee's sick leave account, if available. To the extent that the employee's sick leave account is exhausted, the sick days will be paid from other paid leave time in the following order: (1) unused personal day for current year; (2) unused floating holiday for current year; (3) from accrued vacation earned in the current year to be vested and taken during the following year; (4) from vested vacation to be taken during the current year which has not yet been scheduled; and (5) from vacation scheduled for the current year. Nothing in this section shall limit the Employer's right to discipline employees for excessive absences.

(c) Unused sick leave up to ninety (90) days may be accumulated from previous years. Additional periods may be granted by the Employer at its discretion.

(d) During January of each year the Employer shall provide each employee with a statement of his sick leave account.

(e) Employees who must schedule medical appointments during working hours shall have the missed work time paid for in accordance with (b) above.

(f) The Employer may require satisfactory evidence by a physician of illness or disability.

(g) Sick Leave Buy Back and Sick Leave Account:

For the term of the contract, employees may elect to sell back fifty percent (50%) of their unused sick days earned in the prior year at their then current daily rate and bank the other fifty percent (50%) in their sick leave account. Employees who have accumulated 50 or more days in their sick leave bank may sell back one hundred percent (100%) of their unused sick days earned in the prior year at their then-current daily rate. For purposes of this calculation, half days may be paid and/or banked. If no sell back option is exercised by the end of February, all unused sick days earned in the previous year will be placed in the employee's sick leave account, from which no sell backs are allowed.

No sell back of sick days is allowed at the termination of employment.

### 13.03 Pregnancy Disability Leaves and Family Leaves of Absence

Employees can request pregnancy disability leave in accordance with the provisions of California Law; they can request family leaves in accordance with the provisions of the California and Federal Family and Medical Leave laws.

Paid sick leave or vacation time may be applied toward any such leave. Upon returning to work, such employee will receive full reinstatement privileges and such employee's seniority for all purposes shall include the period of such leave of absence.

### 13.04 Jury Duty

A regular employee who is required by law to serve as a juror and who presents satisfactory written evidence of a notice for jury duty will be given the necessary time off from his schedule for the period during which he serves as juror. A regular employee assigned to Jury Duty shall, following the commencement of Jury Duty, have his days off changed to Saturday and Sunday. No penalty shall be payable for changes to his normally scheduled days off to Saturday/Sunday, nor for any change back to his normally scheduled days off. He shall receive his full salary for straight time hours for the first three (3) weeks of such Jury Duty. He may also retain the jury pay he receives for such service. The Employer will review the matter in the event of extended Jury Duty.

No regular employee shall be required to fulfill more than eight (8) hours per day in combination with jury duty, provided that the employee reports for work any time that his presence is not required for jury duty.



### 13.05 Bereavement/Serious Illness Leave

(a) A regular employee will be granted a leave of absence of five (5) days with pay in the event of a death in the immediate family (parents, parent-in-law, husband, wife, children, brothers, sisters and grandparents). In the event of the death of a relative not listed above or someone with a close personal relationship to the employee, the employee may request leave under this Section, which leave may be granted in the Employer's discretion.

(b) In the case of a serious illness in the immediate family (as defined in (a) above), which does not qualify as Family Medical leave, leaves in such cases may be granted at the discretion of management for five (5) days without pay. In the event of the serious illness of a relative not listed above or someone with a close personal relationship to the employee, the employee may request leave under this Section, which may be granted in the Employer's discretion.

### 13.06 Personal Days

The Employer shall grant each employee up to three (3) personal days in each calendar year for personal business. Two (2) such days shall be debited against any unused sick leave credited to the employee in the current calendar year pursuant to Section 13.02(a). The employee shall notify the Employer at least seven (7) days in advance of such personal day(s). The Employer shall notify the employee of the approval or disapproval of requested personal day(s) not later than two (2) days prior to the requested date. The paid day of personal leave shall be used in the calendar year for which it is provided and shall not carry over if not utilized.

### 13.07 Professional Education

An employee may enroll in an academic course on his own time with reimbursement in accordance with, and subject to the conditions, in Univision's then-existing policy for Tuition Reimbursement applicable to non-bargaining unit employees. Any changes to the Univision policy made during the term of this Agreement shall be equally applicable to bargaining unit and non-bargaining unit employees. A copy of the current Univision policy is set forth in Addendum II. Once approval is granted, the Employer agrees to provide reasonable scheduling accommodation to individuals who enroll in courses under the terms of this program, taking into consideration the need to schedule and attend classes during school terms.

## **ARTICLE XIV**

### **HEALTH AND WELFARE**

#### 14.01 Health and Dental Insurance

(a) The Employer will pay all premiums for hospitalization and medical insurance for all employees and their dependents. The Employer will maintain the Univision Health Plan, or one with equal or better benefits, in effect for the full term of this Agreement.

(b) The Employer will provide each employee with a summary of its Group Insurance Plan presently in effect.

(c) Should the Employer obtain an improved medical insurance policy for non-bargaining unit employees and upon written notice to the Union with a written return request from the Union to do so, employees covered under this Agreement will be converted to coverage under the new policy with the same terms applicable to non-bargaining unit employees.

(d) Effective January 1, 2001, the Employer will provide to bargaining unit employees dental insurance in accordance with Univision's Dental Plan applicable to non-bargaining unit employees. Any changes to the Univision Dental Plan made during the term of this Agreement shall be equally applicable to bargaining unit and non-bargaining unit employees.

#### 14.02 Hazard Insurance

When an employee is assigned by the Employer to perform hazardous services, such as riding in a helicopter or entering riot, earthquake, flood, chemical spill areas etc. outside of the Station, which assignment involves substantial risk of bodily injury or harm, the Employer shall provide \$250,000 insurance for accidental death or permanent total disability as defined by the policy.

#### 14.03 Savings and Retirement Plan

For all regular employees, the Employer will contribute five and one third percent (5 - 1/3%) of each eligible employee's base pay to the Communications Workers of America Savings & Retirement Trust. Regular employees will be entitled to make additional pre-tax and/or post-tax contributions to the Trust, subject to the conditions or restrictions imposed by the terms of the Trust and/or applicable law.

#### 14.04 Insurance Application Process

To enhance privacy, insurance application forms may be sent directly from the employee's physicians to the insurance company.

## ARTICLE XV

### TRAVEL TIME AND EXPENSE

#### 15.01 Travel Time

(a) Travel time shall be the time required by an employee to travel to an assignment, either from his home or normally assigned location, and the return trip.

(b) All travel means and accommodation shall be reasonable, according to the circumstances of each assignment.

(c) Full-time employees shall be credited for all travel time except as hereinafter provided:

(i) Travel time between the employee's home and the assignment shall only be credited when the employee's travel time is in excess of the time normally required to travel between his home and the normally assigned location.

(ii) Any employee required to travel on a common carrier on any assignment lasting more than one (1) day shall be credited with all travel time, including common carrier transportation. If such travel is less than eight (8) hours, he shall receive a minimum credit of eight (8) hours. If he is assigned any other duties on the travel day, he shall receive pay for actual travel time plus all time spent in the actual performance of duties.

(d) It is agreed that on out-of-town assignments of seven (7) days or more, assignment permitting, an employee will take two (2) consecutive days off each week for the number of weeks he is on the out-of-town assignment.

(e) In the event that an employee is on a four (4) day work week, paragraphs (c) (ii) and (d) above are considered to be modified to provide for ten (10) hours of credit for travel time and three (3) consecutive days off each week.

#### 15.02 Travel Expenses

(a) The Employer shall reimburse each employee for all reasonable and necessary traveling expenses, when travel by such employee is required or authorized, provided that no travel expense shall be allowed for reporting to or from work at regular and normal working places. When such travel requires the employee to spend the night away from home, he shall, insofar as available, be furnished with reasonable living accommodations, single occupancy.

(b) The following shall constitute what reasonable and necessary travel expenses are, insofar as meal allowances, taxi cab fares and telephone calls are concerned:

(i) Each employee, when on travel status, shall be given Thirty-Five Dollars (\$35.00) per day subsistence for one day trips and Forty-Five Dollars (\$45.00) per day for multi-day trips. Computation for each day consisting of a twenty-four (24) hour period shall commence at 12:00 Midnight. It shall be deemed to be a day's travel status where an employee is required to travel five (5) hours or more. The Employer shall continue its practice of reimbursing for reasonable expenses in excess of the daily subsistence. The Employer also shall, upon reasonable request, provide advances before actual travel of the daily subsistence for each day of scheduled travel and any additional amounts the Employer concludes reasonably may also have to be spent. Employees who receive advances agree to immediately return subsistence for days not actually spent on travel and to return additional advanced amounts not actually expended. In all instances, employees will submit expense reports on a form provided by the Employer. For reimbursement in excess of the daily subsistence, receipts and itemized reporting shall be required.

(ii) An employee assigned to a field pick-up or other authorized Employer business that requires travel of five (5) hours or more where the work day exceeds eight (8) hours shall be paid a partial travel status allowance of Twenty Dollars (\$20.00) if the employee's travel status is less than twenty-four (24) hours.

(c) The Employer will furnish or arrange for transportation between the job location and any temporary residence, when required by Employer.

(d) Insofar as meal periods are concerned, if restaurant or catering facilities are not available, the Employer will arrange for transportation and time to a location where restaurant facilities are available.

(e) "Safe arrival" station-to-station telephone calls to home, not to exceed three (3) minutes, will be permitted at the Employer's expense.

(f) In the case of assignment for an extended period, an employee shall be entitled to make one (1) three (3) minute, station-to-station telephone call per day to his home at Employer's expense.

(g) In the case of a change in the schedule as to the date an employee will return home or in the case of a change in transportation schedule, a station-to-station telephone call home not to exceed three (3) minutes to explain such change may be made at Employer's expense.

#### 15.03 Additional Expenses

It is understood that there may be unusual circumstances where an employee shall be entitled to reimbursement for additional expenses other than those outlined above. Each employee contemplating such expenses must obtain advance approval from the Supervisor in charge, if possible, prior to their being incurred. When the Employer requests an employee to use his own automobile for transportation in connection with an assignment at other than his normal working place, he shall be allowed compensation at the current applicable I.R.S. rate per mile. Parking expenses will also be paid.

#### 15.04 Method of Transportation

The Employer shall have the right to designate the method of transportation to be used in all instances except that employees shall not be required to use their own automobiles unless they consent thereto. Public motor buses shall not be required when employees are required to transport equipment and other means of transportation are available.

#### 15.05 Travel/Mount Wilson

(a) Employees required to report to the Employer's operation on Mount Wilson shall be reimbursed as set forth hereto, unless transportation is furnished by the Employer.

(b) In the event that transportation is not made available by the Employer, it is agreed that employees using their own automobile in going to and from the Mount Wilson Transmitter in connection with the beginning and completion of their work at the transmitter shall receive:

(i) Mileage payments at the current applicable I.R.S. rate per mile of travel necessitated from the foot of the Los Angeles Crest Highway at Foothill Boulevard in La Canada to the toll gate at Mount Wilson and return; which distance each way shall be deemed to be nineteen (19) miles.

(ii) An allowance of forty-five (45) minutes at the employee's then rate of pay for each way traveled.

(iii) All work in excess of six and one-half (6-1/2) hours in any one work day shall be paid at the overtime rates as specified in Article XI, Section 11.02(d)(i)(D) and Article XIX, Section 19.05(a). This relates to five (5) day work week employees. For four (4) day work week employees, overtime would be incurred only after eight and one-half (8-1/2) hours of work in one day.

(c) So long as the employee properly maintains all automobile insurance required of him by the State of California, the Employer agrees to provide an excess insurance coverage policy covering collision, upset and comprehensive fire and theft coverages, and for direct and accidental loss of or damage to automobiles of employees where such loss or damage arises while such automobiles are on a direct route from Foothill Boulevard in La Canada to the Mount Wilson Transmitter or returning by direct route to the same point, up to the average Blue Book value.

It is agreed that the insurance so provided by the Employer shall be excess insurance over and above all other valid and collectible insurance existing on the employee's automobile at the time of such loss or damage.

#### 15.06 Expense Reports

Employees shall be reimbursed for all expenditures made on behalf of their assignments as provided herein upon submitting a statement of their expenses in a form prescribed by the Employer. Employees must submit their expenses to the Employer within seven (7) days of completing the assignment. Employees will be reimbursed for their expenses within thirty (30) days from the time the expenses were submitted.

## ARTICLE XVI

### HOLIDAYS

#### 16.01 Recognized Holidays

The holidays recognized under the terms and provisions of this Agreement shall be as follows:

New Year's Day	Thanksgiving Day
Presidents Day	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	Floating Holiday
Labor Day	

The recognized holiday shall be the actual holiday. However, with respect to employees in departments which typically operate on a Monday-Friday schedule (e.g. Traffic, Sales and PBX), if New Year's Day, Independence Day, and/or Christmas Day fall on a Saturday or Sunday, the recognized holiday shall be on the adjoining Friday or Monday as designated by the Employer in advance of the calendar year. The Floating Holiday shall be taken in accordance with, and subject to the limitations of, Section 13.06 with respect to the paid day of personal leave.

#### 16.02 Work on Holiday

If an employee is required to work on any of the aforesaid holidays, he will receive, in lieu of other compensation, compensation at the rate of two (2) times his straight time rate of pay for all straight time hours worked and at the rate of two and one-half (2-1/2) times his straight time rate of pay for all overtime hours worked.

#### 16.03 Work on Holiday/Scheduled Day Off

If an employee is required to work on any of the aforesaid holidays, and such holiday is on such employee's scheduled day off, he shall receive, in lieu of other compensation, compensation at the rate of two and one-half (2-1/2) times his straight time rate of pay for the first twelve (12) hours of work.

#### 16.04 Scheduled Day Off/No Work Performed

If the holiday falls on the employee's day off and no work is performed for the Employer, such employee shall receive one (1) day's pay at the appropriate straight time rate; or such employee shall receive an additional day of vacation for each such day off, at the employee's option.

### ARTICLE XVII

#### VACATION

##### 17.01 Vacation Accrual

(a) For regular employees, vacation time is earned or accumulated ("accrued") as each calendar month of employment is completed. The rate at which vacation time is accrued is based on the number of years of employment completed. The number of years of employment is based on the date of hire of the employee (unless other arrangements have been made). The chart below indicates the amount of vacation accrued per calendar month given the number of years of service the employee has completed. Vacation accrued in the prior year is vested (available) on January 1st. Except under extraordinary circumstances, in their first calendar year, new employees may not schedule vacation time until they have accrued five (5) days of vacation time.

If an employee is hired on or before the fifteenth of a month, the employee will receive "credit" for a full month of employment for vacation accrual purposes. If an employee is hired after the fifteenth of a month, the employee will receive "credit" for one half of a month of employment for vacation accrual purposes. If an employee leaves the Employer before the fifteenth of a month, the employee will receive "credit" for one half of a month of employment for vacation accrual purposes. If an employee leaves the Employer after the fifteenth of the month, the employee will receive "credit" for a full month.

Vacation pay shall be based on the employee's average straight time rate of pay (including upgrades) earned in the bargaining unit during the preceding calendar year. The Employer will provide employees with an accounting of annual average straight time rates by January 31 of each year.

<b>Length of Service</b>	<b>Vacation Time Accrual Rate</b>	<b>Vacation Time Accrued After 12 Month Period</b>
Hire Date through 4th Year	1.2500 (1 - 1/4) Days per Month (10.00 Hours per Month)	15 Days (3 Weeks) (120 Hours)
Start of 5th Year through 14th Year	1.6667 (1 - 2/3) Days per Month (13.33 Hours per Month)	20 Days (4 Weeks) (160 Hours)
Start of 15th Year and Beyond	2.0833 (2-83/1000) Days per Month (16.67 Hours per Month)	25 Days (5 Weeks) (200 Hours)

Note: All "Days" referred to above are 8 Hour Days

The Employer will provide employees with an accounting of vacation days accrued as of the end of the calendar year by January 31 of the succeeding year.

17.02 Vacation Scheduling

(a) Vacation schedules for employees in each calendar year shall be posted by October 1st of each year, and vacation selections shall conclude by December 1st of each year.

(i) Vacation preferences within the operating group to which the employees are assigned shall be given to employees on the basis of unit seniority.

(ii) No employee covered by this Agreement shall be required to give up his free choice of vacation during the period specified above to any person not covered by this Agreement.

(iii) While the employee's choice will be given earnest consideration, the vacation selections will be governed by the production requirements of the Employer.

(b) It is agreed that on a year-to-year and department-to-department basis, a maximum 16 weeks may be "blacked out" during which no vacations may be scheduled for the following departments: News, Operations, Promotions, and Public Affairs. Such weeks shall be determined and identified in advance of vacation scheduling. If a limited number of weeks is available to book during these "black out" periods, it is agreed that such weeks will be scheduled on the basis of unit seniority as provided in this article.

(c) An employee shall be permitted to split his vacation into three (3) separate periods during the vacation period, selected in accordance with seniority. It is agreed that at least two (2) of these periods shall be for a minimum of one (1) week each.

(d) An employee who has selected his vacation in accordance with (b) and (d) above, shall not be required to give up such choice to a senior employee who:

- (i) has failed to make a selection in accordance with such rules; or
- (ii) wishes to change such selection.

(e) Provided an employee requests vacation pay at least fourteen (14) days in advance of the commencement day of his vacation, he shall receive on his last work day before starting his vacation all basic pay checks which he would otherwise receive during his vacation period.

(f) If an employee requests a change in his vacation after selections are complete, the employee shall make such request in writing and the Employer shall approve or deny such request in writing within seven (7) days.

(g) Except for the provisions of (b) applicable to Promotions and Public Affairs employees, vacations will continue to be scheduled for Maintenance, Sales, Traffic, PBX, Promotions and Public Affairs employees as they have been scheduled in the past.

#### 17.03 Carry Over

An employee must schedule all vested vacation pursuant to Section 17.02. However, an employee shall have the right to carry over one (1) week's vacation from one year to the next. Once the carry-over is exercised in a given year, it cannot be changed for that year. If an employee is disallowed his vacation due to Company needs and that vacation was scheduled pursuant to Section 17.01, any excess vacation beyond the one-week carry-over allotment will carry over for use in the following year.

#### 17.04 Cancellation

Once a vacation selection has been approved, the Employer shall not cancel the vacation selection for any arbitrary or capricious reason.

### **ARTICLE XVIII**

#### **SAFETY -- HAZARDOUS ASSIGNMENTS**

##### 18.01 Right to Refuse to Perform Unsafe Work

All employees covered by this Agreement shall be provided with necessary safety equipment prior to carrying out Employer assignments. Employees shall not be penalized in any way nor shall their continued employment be jeopardized, by a good faith refusal to perform an objectively hazardous assignment that may result in physical injury.

If an assignment is deemed hazardous by a Mini-Cam Operator or Microvan Operator, the employee may abandon the site or suggest an alternate site. The final decision with regard to the safety assessment of a field assignment rests with the employee and may not be overridden. A Mini-Cam Operator or Microvan Operator will not be penalized in any way as a result of a good faith refusal to complete an assignment due to safety considerations.



18.02 Lifting

The Employer recognizes that employees are not required to lift equipment of excessive weight. The question as to whether a particular piece of equipment is excessive in weight under all circumstances may be submitted as a grievance under the grievance and arbitration procedure.

18.03 Transmitter

No employee may work on the Mt. Wilson transmitter while power is applied to the equipment without another qualified member of the Engineering Department being present. No employee shall be required or requested to climb a transmitter tower. No employee at the main transmitter may, unless another qualified member of the Engineering Department is present:

- (a) Do any hazardous work or after-hours testing, maintenance, or
- (b) Do any work during operating hours which requires him to be inside the transmitter enclosure while any transmitter power is on. The Employer agrees that automatic safety devices will be installed in all cases where necessary.

18.04 Work Load

Upon request of the Union, on a case-by-case basis as may arise from time to time, the parties will meet to discuss and consider a good faith solution to concerns that the scope of an employee's multiple simultaneous work assignments are unduly burdensome and pose a realistic threat to that employee's health and well-being.

In the event of a claimed refusal by the Employer to meet in accordance with this provision, the Union may proceed directly to arbitration to seek an order to compel such meeting and/or discussion/consideration, thus by-passing the other steps of the grievance process. The parties agree that there is an interest in resolving such disputes promptly and authorize the arbitrator to schedule the proceeding in accordance with such interest, subject to the parties' right to present their arguments as in other arbitrations.

## ARTICLE XIX

### WORK SCHEDULE, OVERTIME AND PENALTIES

19.01 Work Week

- (a) A regular work week is defined as the period of time between 12:01 A.M. Sunday and 12:00 Midnight the following Saturday.
- (b) The work week for full-time employees shall consist of five (5) days; or four (4) days, in each week.
- (c) An employee assigned to a four (4) day work week shall be assigned to such a schedule for not less than three (3) consecutive weeks.

(d) The regular work week for a Photojournalist, Mini-Cam Operator or Microvan Operator shall consist of five (5) days with two (2) consecutive days off in each work week which shall be scheduled to be during a week or to be the Saturday of one week and the Sunday of the next week. When appropriate, such employees may be assigned to a four-day, ten-hour-per-day work week, subject to the requirements of subparagraph (c) above.

#### 19.02 Work Day

(a) A work day for full-time employees assigned to a five (5) day work week shall consist of not less than eight (8) consecutive hours of work in any one (1) day, which shall be computed by totaling the number of elapsed hours between the time an employee reports for duty and the time such employee's duties are completed for each work day, including paid meal periods, which shall be considered as time worked.

(b) A work day for full-time employees assigned to a four (4) day work week shall consist of not less than ten (10) consecutive hours of work in any one (1) day, which shall be computed by totaling the number of elapsed hours between the time an employee reports for duty and the time such employee's duties are completed for such work day, including paid meal periods, which shall be considered as time worked.

(c) The length of the first meal period referred to above shall be one (1) hour for all employees.

(d) If a Mini-Cam Operator or Microvan Operator is called back on the same day after finishing a tour of duty and returning home, the call-back will be for a minimum of four (4) hours. Any such work shall be compensated in accordance with Section 19.05(c). This subparagraph shall not apply whenever the Mini-Cam is used with Studio Cameras on the same program and at the same location.

#### 19.03 Work Schedules

(a) Scheduling of regular employees shall be as follows:

(i) Weekly schedules of regular work assignments shall be made up and posted at a convenient place. Such schedules showing time in and time out will be posted not later than 6:00 P.M. on the third day before the beginning of the work week during which such assignment is to take place.

(ii) Notwithstanding the foregoing, an employee's schedule may be changed for other than days off, provided that notification of such change is given to the employee by the Employer not later than 6:00 p.m. of the second day prior to the day in question. If schedule changes are desired thereafter, such change can only be made by adding work time to the previously scheduled hours at overtime rates as specified in Section 19.05.

(b) The schedule of any employee cannot be reduced or shifted within the advance notice period specified above, save as provided for in this Section, but if time is added to either end of the scheduled day, the employee involved shall receive payment at overtime rates as provided in Section 19.05.

(c) Work schedules and changes in starting times for Mini-Cam Operators and Microvan Operators need not be posted in advance, although as much notice will be given as is practicable and in no event later than 6:00 p.m. of the day prior to the day in question, except in emergencies. This subparagraph shall not apply whenever the Mini-Cam is used with Studio Cameras on the same program and at the same location.

#### 19.04 Days Off

(a) Each full-time employee assigned to a five (5) day work week will be scheduled to receive two (2) consecutive days off in each week, except when a different pattern of days off may be agreed to by the Union on behalf of the affected employees. Saturday followed by a Sunday as days off shall be considered as consecutive (even though those two days span two work weeks).

(b) Each full-time employee assigned to a four (4) day work week will be scheduled to receive three (3) consecutive days off in each work week except when a different pattern of days off may be agreed to by the Union on behalf of the affected employees. Saturday followed by Sunday as days off shall be considered as consecutive (even though those two days span two work weeks.)

(c) Days off will be frozen for the entire week three (3) days in advance of the start of the work week.

(d) Nothing in this Agreement shall restrict the Employer's right to assign work on a scheduled day off, or to assign overtime during the week, provided that the employee is paid overtime pursuant to Section 19.05.

(e) (i) An employee shall not work in excess of ten (10) consecutive days following the previously scheduled days off, unless such employee receives pay at the rate of two (2) times the regular hourly rate of pay for:

(A) a minimum of eight (8) hours for each day that such employee works in excess of ten (10) consecutive days, until such employee is scheduled to receive two (2) consecutive days off, if assigned to the five (5) day work week, or

(B) a minimum of ten (10) hours for each day that such employee works in excess of ten (10) consecutive days, until such employee is scheduled to receive three (3) consecutive days off, if assigned to the four (4) day work week.

(ii) In the case of the Remote Coordinator only, such employee shall not work in excess of twelve (12) consecutive days following the previously scheduled days off unless such employee receives pay at the rate of two (2) times the regular hourly rate of pay for a minimum of eight (8) hours for each day that such employee works in excess of twelve (12) consecutive days until such employee receives one (1) day off.

(iii) The applicable ten (10) or twelve (12) consecutive day periods may be broken by providing the employee with a day off with pay.

(f) For those full-time employees who are normally scheduled to work on weekends, the Employer shall make every effort, commensurate with the operation of the station, to assign one (1) weekend day off consecutive with the employee's other day(s) off.

(g) A Mini-Cam Operator or Microvan Operator shall have a minimum call of four (4) hours for work on a day off. Any such work shall be compensated in accordance with Section 19.05(c). This subparagraph shall not apply whenever the Mini-Cam is used with Studio Cameras on the same program and at the same location.

(h) The Employer shall make every effort, commensurate with the operation of the station, to offer shift selections to employees on a seniority basis.

#### 19.05 Overtime

(a) Employees shall receive the overtime rate of time and one-half (1-1/2) their regular hourly rate for all work, as follows:

(i) in excess of forty (40) hours in any work week;

(ii) in excess of eight (8) hours in any work day if assigned to a five (5) day work week, or in excess of ten (10) hours in any work day if assigned to a four (4) day work week;

(iii) on scheduled days off.

(b) Employees shall receive two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in any work day or for work in excess of ten (10) consecutive days as set forth in Section 19.04(e).

(c) Notwithstanding anything to the contrary in subparagraphs (a) and (b), whenever a Mini-Cam Operator or Microvan Operator works pursuant to Section 19.02(d), he or she shall receive overtime pay for time worked during the call-back, and whenever a Mini-Cam Operator or Microvan Operator works pursuant to Section 19.04(g), the first two (2) hours shall be at two (2) times, and one and one-half (1-1/2) times pay shall be applicable thereafter.

(d) In no case shall overtime accrue on overtime, nor shall premium pay or overtime be considered as part of the base pay. In no case shall premium pay be considered as overtime.

(e) For mutually beneficial purposes in scheduling employees and assigning overtime work, the Employer will post overtime sign-up lists fourteen (14) days prior to each new work week for Operations and News employees. Regular full-time employees who desire to work overtime on either their days off or on scheduled work days shall promptly so indicate on the list. The persons responsible for scheduling or assigning work shall use the list to assist that process. Nothing in this provision, however, shall affect the Employer's right to assign overtime.

(f) Nothing in this Agreement shall restrict the Employer's right to assign work on a scheduled day off, or to assign overtime during the week, provided that the employee is paid overtime pursuant to this section.

#### 19.06 Turn-Around

(a) No employee shall be assigned to a shift on a work day until twelve (12) hours have elapsed since his last previous work assignment has terminated, except as provided in (c) below.

(b) A day off for employees shall consist of twenty-four (24) hours, plus twelve (12) hours, for a total of thirty-six (36) hours off consecutively; two (2) consecutive days off shall consist of forty-eight (48) hours, plus twelve (12) hours for a total of sixty (60) hours off consecutively; and three (3) consecutive days off shall consist of seventy-two (72) hours, plus twelve (12) hours for a total of eighty-four (84) hours off consecutively.

(c) Assignments during any of the above turn-around periods shall be compensated for, in addition to the regular rate, at Five Dollars (\$5.00) per hour for the portion of such assignment which encroaches on such turn-around period.

(d) None of the turn-around provisions shall apply to tours separated by vacation or by leave of absence.

#### 19.07 Meal Periods

(a) An employee shall receive a first paid meal period of one hour as close to the middle of his tour as is practicable.

(b) An employee shall receive a second paid meal period as follows:

(i) In the event an employee assigned to a five (5) day work week remains on duty for a period longer than ten (10) hours, a second paid meal period of forty-five (45) minutes shall be scheduled within a two (2) hour period, commencing with the start of the tenth (10th) hour at the appropriate overtime rate.

(ii) In the event an employee assigned to a four (4) day work week remains on duty for a period longer than twelve (12) hours, a second paid meal period of forty-five (45) minutes shall be scheduled at the end of the twelfth (12th) hour of work at the appropriate overtime rate.

(c) An additional paid meal period of forty-five (45) minutes shall be scheduled after each four (4) hours of work beyond the twelfth (12) hour and shall be paid at the appropriate overtime rate.

(d) The failure to provide an employee with a full length unworked meal period shall result in the payment of a penalty equal to the length of the meal period (e.g., one hour or forty-five (45) minutes) at the appropriate overtime rate.

(e) Employees missing a meal or receiving a late meal period shall be provided (i) \$4.00 for the first meal period specified in (a) above or \$7.50 for the second or subsequent meal periods specified in (b) and/or (c) above. No such meal penalty shall be paid if a meal is provided by the Employer.

(f) All amounts paid for meal penalty pursuant to (d) and/or (e) above and/or for non-worked paid meal periods pursuant to (a), (b) and (c), shall be creditable against any state law

payments, including penalties or otherwise, applicable for failure to provide meal periods. All such payments required by state law, past and present, shall be considered to have been paid or satisfied by virtue of payments of penalties pursuant to this subsection (d), consistent past practice consistent with (d) and/or payments made for non-worked paid meal periods pursuant to (a), (b) and (c) above.

#### 19.08 Rest Periods

Work shall be scheduled in such a manner that each employee will be able to take a 10-minute break as close as possible to the middle of each half of the employee's shift. The Employer shall grant a relief period for each job function during an extended television broadcast. An employee who misses a break on account of work demands shall be entitled to \$5.00.

#### 19.09 Night Differential

An employee who is assigned to work between the hours of 12:00 a.m. (Midnight) and 7:00 a.m. shall be paid, in addition to his regular compensation, a night differential in the sum of Three Dollars (\$3.00) per hour for all hours worked during that period.

#### 19.10 Continuous Tour of Duty

When an employee is assigned to return to work with less than six (6) hours of rest, the employee shall remain on the clock continuously from the end of his first shift until the end of his second shift at the appropriate overtime rate. After the continuous tour, the Employer will schedule at least twelve (12) hours off.

## ARTICLE XX

### SENIORITY, LAY-OFFS AND REHIRES

#### 20.01 General Seniority Provisions

(a) For all employees, seniority shall date from the first day of continuous employment.

(b) In the event that more than (1) employee has the same seniority date, and the relative seniority of such employees has not been previously established, lots shall be drawn in the presence of the employees affected, a Local Union Officer and an Employer representative, not later than seven (7) days after the commencement of work for the purpose of determining the relative seniority of the employees involved.

(c) The types of seniority are as follows:

- (i) Company Seniority;
- (ii) Unit Seniority; and
- (iii) Pay Seniority.

(d) With respect to severance pay and sick leave, Company Seniority shall be determined based on the length of bargaining unit service. With respect to vacation, Company Seniority shall additionally include continuous full-time service with (1) the Employer outside the bargaining unit or (2) any Univision-owned and operated Station, the Univision Network, Galavision and Univision On-Line, in any capacity.

(e) Unit Seniority is measured by the length of service accumulated in the Unit in which the employee is employed and controls preference of vacation. It shall also control lay-offs and rehiring as provided in this Article and in Article XXI. An employee shall be placed in the Unit corresponding to the job classification into which he or she was hired, or was subsequently transferred or permanently upgraded pursuant to Articles V or XXI. The Employer will promptly notify the Union of any transfer or permanent upgrade pursuant to Articles V or XXI. The Employer will also promptly notify the Union of the termination or resignation of any Employee.

(f) Pay Seniority determines the employee's place on the escalator and indicates such employee's anniversary date for pay purposes.

(g) A newly hired employee with relevant broadcast experience in a television station, excluding a station operated by a college, university, or other educational institution, shall be credited with Industrial Seniority for pay purposes in accordance with Section 24.01. The Employer will advise an applicant of the substance of this provision at the time of his application, and in order to be credited with experience hereunder, the applicant must report such experience to the Employer at that time. Credit given for Industrial Seniority will be included within new hire notices.

(h) The Employer agrees to provide to the Union a seniority list for each unit by March 31 of each year. The Union may submit a grievance challenging any alleged error in such list in accordance with Article 10 of this Agreement so that it is received by the Employer within 30 days from the date the list is received by the Union. In the event that the Employer provides the seniority list in accordance with this provision, either before or after March 31 of a particular year, the unit seniority information on the list will be incontestable as of the time of a layoff in the event such information has not been the subject of a timely grievance.

#### 20.02 Unit Seniority

The following classifications of employees shall each constitute a separate Unit for purposes of layoff, rehiring and other provisions where Unit Seniority is applicable:

1. News Editors, Mini-Cam Operators, Microvan Operators, Video Librarians
2. Maintenance Engineers, Transmitter Maintenance Engineers
3. Technical Directors, On-Line Editors, Master Control Technical Directors, Electronic Graphics Operators, T.O.C. Operators
4. All Other Engineers, including Technical Operators, Lighting Directors, Audio Engineers, Chyron Operators, Video Tape Operators, Robotics Camera Operators, Assistant Technical Directors.

5. Producers
6. Directors
7. Assistant Directors, Floor Directors, TelePrompter Operators
8. Assignment Editors, Program/Tape Coordinators, News Coordinators, Sports Coordinators, Production Assistants, Assistant Assignment Editors
9. Writers, Research/Writers
10. Traffic Coordinators, Assistant Traffic Coordinators
11. Sales Assistants
12. PBX Operators
13. Building Services Janitorial Employees

Any employee who was a regular employee as of April 1, 1996, in former classification IV of the 1992-1996 contract, entitled "All other engineers," will be deemed "grandfathered" for purposes of Unit Seniority and, thus, employees hired or transferred into classifications 3 and 4 of the current contract after April 1, 1996 will be laid off prior to any of the "grandfathered" employees.

An employee in a Senior category shall be part of the same Unit as other employees in the same (non-senior) classification.

#### 20.03 Layoffs

(a) When layoffs of employees (reductions in force) are to be made in any Unit, the Employer, in its sole discretion, shall determine the number of employees to be laid off in each Unit.

(i) If such layoff shall be confined solely to probationary employees, the Employer shall have the absolute right of selection among such employees.

(ii) If such layoff shall involve both probationary and regular employees, the Employer shall lay off all probationary employees and then lay off regular employees in inverse order of Unit Seniority as defined in Sections 20.01(e) and 20.02.

(iii) Regular Part-Time employees will be laid off prior to regular Full Time employees within each Unit.

(iv) Similarly, if a layoff shall involve only regular employees, such layoff shall proceed in inverse order of Unit Seniority as defined in Sections 20.01 (e) and 20.02.

(v) Prior to any layoffs of regular employees, all five (5) day per week shifts filled by per diem employees in such Unit must be eliminated. Partial weekly shift per diem employees in such Unit need not be eliminated prior to any layoff.



(b) Any regular employee who is laid off shall receive written notification as follows:

(i) One (1) week's notice, or pay in lieu thereof, for each year of service, up to a maximum of four (4) weeks' notice or pay. Fractional years will be determined on a pro rata basis (i.e., one (1) month of service will equal one-twelfth (1/12) of said weekly notice or pay).

(ii) In addition to the above, such employee(s) shall receive one and one-half (1 ½) week's severance pay for each year of service up to a maximum of twenty five (25) weeks of severance pay. Fractional years will be determined on a pro rata basis (i.e., one (1) month of service will equal one-twelfth (1/12) of said weekly severance pay).

(c) The Employer will refer each employee who is laid off and who has rehiring rights to Section 20.04 of this Agreement in such layoff notice.

(d) Any such layoff shall be governed by those rights as outlined in Article XXI, Section 21.01(a) (i.e., bumping).

#### 20.04 Rehiring Rights

(a) In the event the Employer wishes to engage any employee within the Unit, it shall notify the Union, and the Employer shall re-employ, in order of their Unit seniority, any regular employees who were laid off from the Unit. Laid off employees shall have mandatory recall rights for one (1) year from the date of layoff from the Unit.

(b) An employee on layoff has sole responsibility to keep the Employer and the Union notified as to his current address.

(c) A laid off employee will be offered recall if for any two (2) consecutive months during the period of recall defined in (a) above and, if applicable, extended by (f) below, the work actually performed by the laid off employee during the six (6) months prior to layoff is performed by one of the following:

(i) A full-time bargaining unit employee who was newly hired after the layoff performing 24 or more hours of the laid off employee's work per week;

(ii) A non-bargaining unit employee performing 24 or more hours of the laid off employee's work per week;

(iii) A single per diem, or two or more per diems working in tandem to perform the equivalent of a full-time or substantially full-time job [32 or more hours per week], including the laid off employee, performing 32 or more hours of the laid off employee's work per week;

(iv) A full-time bargaining unit employee who was employed as of the time of the layoff performing 32 or more hours of the laid off employee's work per week, so long as that employee's work functions are taken over by one or more per diems working in tandem to perform the equivalent of a full-time [32 or more hours per work], including the laid off employee.

In the event of a claimed violation of this subsection (c), the Union may proceed directly to arbitration thus by-passing the other steps of the grievance process. The parties agree that there is an interest in resolving such disputes promptly and authorize the arbitrator to schedule the proceeding in accordance with such interest, subject to the parties' right to present their arguments as in other arbitrations.

(d) The Employer will notify an employee on layoff, and who has rehiring rights under Section 20.04(a), of job availability in the Unit. The offer of re-employment shall be by certified mail, with a copy to the Union. If such employee fails to notify the Employer in writing of his acceptance within ten (10) days of dispatch of said offer, or if such employee after so notifying the Employer of acceptance fails to report to work when required, then all of his rights under this Agreement shall terminate forthwith.

(e) In the event a regular employee is laid off and returns to the Unit within the applicable period specified in Section 20.04, his seniority for all purposes upon returning shall be that which he had on the date of such layoff.

(f) Within one year of layoff, a laid off employee shall be offered available per diem work in his Unit, and/or any Unit where the employee worked substantially more than half the time during the 12 months immediately preceding the layoff, provided in either case the employee is qualified to perform the available work. Any regular employee offered and accepting reemployment as a per diem employee will have his one-year recall rights extended for the time worked, but in no event by more than one additional year. A refusal by any employee on lay-off to work per diem hours will not constitute a waiver of recall rights.

## ARTICLE XXI

### TRANSFERS, UPGRADING, TRAINING AND INTERNS

#### 21.01 Transfers

An employee who is permanently transferred from one Unit to another shall take all of his Company Seniority with him. In the event of a layoff in the new Unit, the employee may invoke prior Unit Seniority rights to "bump" back to his original Unit, and shall be credited with time spent in the new Unit for the purpose of calculating Unit Seniority in the original Unit. No transfers shall be made for the purpose of evading the seniority provisions of this Agreement.

#### 21.02 Temporary Upgrades

When an employee is temporarily upgraded to a higher classification, the employee shall be paid at the normal wage scale for such higher classification during the period of such upgrade. Such upgrade will normally be paid at the lower step ("B" rate) of the applicable scale. It is understood that an employee who has the equivalent of 2 years worked in the upgrade position will be paid at the "A" (top step) rate, provided, however, that in no event will the Employer review records for more than the previous three (3) years. In no event, however, is an employee to receive less than his regular wage if assigned temporarily to a lower classification than his regular status.

When an employee is temporarily upgraded, provided that such upgrade is of at least fifteen (15) minutes duration, he shall be paid at the higher rate, for a minimum of one hour, and thereafter in fifteen (15) minute increments, for the time worked in such upgraded classification.

Upgrades shall not be paid for unworked meal periods except when the employee works at an upgraded rate for the entire shift.

#### 21.03 Weekly Upgrades

Any employee who is upgraded for a minimum of thirty (30) hours in any work week shall be paid for the entire week at the upgrade rate. This provision shall not be applicable to the upgrades set forth in Section 24.02. To the extent that an upgrade was paid for unworked meal periods pursuant to Section 21.02, such unworked meal periods shall count towards the thirty (30) hour requirement.

#### 21.04 Permanent Upgrades

Any employee who has worked 1500 upgraded hours or more in a calendar year shall be permanently upgraded. This provision shall not be applicable to the upgrades set forth in Section 24.02. To the extent that an upgrade was paid for unworked meal periods pursuant to Section 21.02, such unworked meal periods shall count towards the 1500 hour requirement.

#### 21.05 Training

(a) An employee who is required to train another employee(s) in any Unit shall be compensated at five dollars (\$5.00) per hour above his normal wage scale in such Unit during such training period, for a minimum of one hour, and thereafter in fifteen-minute increments.

(b) The Employer may utilize per diem employees to train employees if, and only if, the employee is not working on an ongoing basis as a per diem employee.

(c) An employee, while being trained by another employee, may be assigned for a period not to exceed twenty (20) days in which training session(s) occur to perform work in a more highly paid classification at his normal rate of pay. If such person is assigned to the higher classification during any other time, such employee will receive the appropriate rate of pay in such higher classification.

(d) An employee, who is assigned to a job in which the employee has no recent prior experience, will be given an adequate opportunity to adjust to the new duties and equipment or procedures. Such adjustment time may vary, but shall, in no case, be less than three days unless the Employer and the Union (after consultation with the Employee) agree that further time is unnecessary.

(e) The Employer and Union encourage employees under this Agreement to improve their skills and knowledge by applying their initiative and using all available training resources.

In accordance with this objective, the Employer will make an effort to provide those employees who wish to improve their skills and abilities with the opportunity for training during their working time.

If an employee is interested in training, he or she may contact his or her immediate supervisor and request the opportunity.

The goals of training may often be attained through educational opportunities at colleges and/or technical schools that offer job-related instruction on a degree or non-degree basis. Certain of these opportunities may be subject to the tuition reimbursement policy described in Section 13.07.

The parties will establish a Joint Training Committee for the purpose of reviewing and seeking to improve training opportunities and programs. The Training Committee shall consist of the principal Labor Relations official (or his or her designee), one (1) member of operational management, the Local President (or his or her designee) and one (1) NABET-CWA-represented employee covered by this Agreement. This committee shall meet no less often than once every three months to address issues of training needed by the various members of the bargaining unit in order to enhance their ability to contribute more effectively to the work in the bargaining unit.

#### 21.06 KMEX-TV Intern Program

(a) The parties have established the KMEX-TV Intern Program for the purposes of training a sufficient number of individuals to do television broadcasting-related work. It is envisioned by the parties hereto that such Interns will not have had more than minimal previous experience and/or employment with a television or entertainment entity or the Employer other than prior intern experience.

(b) Interns covered by this program shall not be subject to the other provisions of the Agreement. Such Interns are not within the Scope of Unit as defined in Article II.

(c) The Employer may utilize any individual it selects as an Intern. An Intern may perform work covered by the Agreement only under the direct supervision of an appropriate bargaining unit member. Under such circumstances, an Intern may perform such production and/or engineering work as appropriate. No bargaining unit member shall lose any paid work time due to the Employer's utilization of an Intern.

(d) Interns shall be selected from any accredited institution of study, including, but not limited to, universities, community colleges and professional schools.

(e) Interns will receive wages, stipends and/or reasonable expenses per Employer policy.

(f) Each Intern will be limited to two semesters' placement at KMEX-TV but in no event longer than nine (9) actual months. Interns may not be hired into any bargaining unit position during the term of the internship.

(g) Interns assigned to bargaining unit members will be limited in number not to exceed ten percent (10%) of the number of bargaining unit members employed at the time.

(h) The Employer will notify the Union of Interns prior to the commencement of their internship.

#### 21.07 Helicopter Hyphenate

Notwithstanding anything to the contrary in the Agreement, the Employer may engage or utilize a regular employee(s) to perform on air reporting from a helicopter and other aircraft and, at the same time, operating the camera and any other related equipment. The employee shall receive no less than \$105 per day additional fee for any day that such employee performs the hyphenate function which may be credited against any amount payable under any agreement with AFTRA. The Employer will provide an Accidental Death and Dismemberment Policy for any employee covered by this provision in the amount of \$750,000. Assignment to work under the terms of this provision will be subject to mutual agreement between the Employer and the employee.

This provision shall not permit the Employer to assign an employee to perform on air reporting for the Employer unless and until the Employer reaches agreement with AFTRA concerning such hyphenate assignments. In the event that AFTRA subsequently calls a lawful strike against the Employer, the employee shall have the right to decline to perform on air reporting services without being in violation of Section 8.01.

### **ARTICLE XXII**

#### **FULL AND COMPLETE AGREEMENT**

22.01 The terms and conditions herein represent the full and complete Agreement between the parties, and supersede all other Agreements. Nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management, provided that no management right shall be exercised in derogation of the express terms and provisions of this Agreement. Article and Section titles are merely editorial identifications of their related text and do not limit or control the meaning of that text.

### **ARTICLE XXIII**

#### **TERM OF AGREEMENT**

23.01 (a) This Agreement shall be in effect from April 1, 2008, to and including March 31, 2012, and from year to year thereafter unless notice of desire to re-open this Agreement is served by either party hereto in writing, at least sixty (60) days prior to March 31, 2012, or any subsequent year.

(b) The parties agree to commence negotiations on March 1, 2012, or March 1 of any subsequent year in which notice is served for extension or modification of this Agreement for a period to commence April 1, 2012 or April 1 of any subsequent year in which notice is served.

(c) In the event that an Agreement has not been reached by March 31, 2012 or any subsequent year in which notice is served, either party may then serve thirty (30) days' notice in writing of intent to terminate this Agreement.

(d) The Employer agrees that this Agreement is subject to the approval of the Sector President of the Union.

**ARTICLE XXIV**

**WAGE SCALES AND UPGRADES**

**24.01 Wage Scales**

Employees shall receive the following minimum weekly wages, with seniority, and as of the effective date indicated below.

**Group 7**

Senior Producer  
 Senior Director  
 Senior Maintenance Engineer  
 Senior Technical Director  
 Senior Remote Coordinator

7	4/1/08 - 3/31/09	4/01/09 - 3/31/10	4/1/10 - 3/31/11	4/1/11 - 3/31/12
A	\$47.53 (\$1,901.20)	\$47.53 (\$1,901.20)	\$48.48 (\$1,939.20)	\$49.45 (\$1,978.00)
B	\$45.01 (\$1,800.40)	\$45.01 (\$1,800.40)	\$45.91 (\$1,836.40)	\$46.83 (\$1,873.20)

**Group 6**

Producer/Live  
 Director/Live  
 Maintenance Engineer  
 Transmitter Maintenance Engineer  
 Technical Director/Live  
 Master Control Technical Director  
 Technical Operations Coordinator  
 Remote Coordinator  
 Senior On-Line Editor  
 Senior T.O.C. Operator  
 Senior Photojournalist

6	4/1/08 - 3/31/09	4/01/09 - 3/31/10	4/1/10 - 3/31/11	4/1/11 - 3/31/12
A	\$42.50 (\$1,700.00)	\$42.50 (\$1,700.00)	\$43.35 (\$1,734.00)	\$44.22 (\$1,768.80)
B	\$40.63 (\$1,625.20)	\$40.63 (\$1,625.20)	\$41.44 (\$1,657.60)	\$42.27 (\$1,690.80)

**Group 5**

Producer/Tape  
 Director/Tape  
 Maintenance Engineer  
 Microvan Operator  
 Electronic Graphics Operator  
 On-Line Editor  
 T.O.C. Operator  
 Technical Director/Tape  
 Lighting Director  
 Senior Technical Operator  
 Audio Engineer/Live  
 Video Tape Operator/Live  
 Photojournalist  
 News Editor  
 Senior Writer

5	4/1/08 - 3/31/09	4/01/09 - 3/31/10	4/1/10 - 3/31/11	4/1/11 - 3/31/12
A	\$38.79 (\$1,551.60)	\$38.79 (\$1,551.60)	\$39.57 (\$1,582.80)	\$40.36 (\$1,614.40)
B	\$37.86 (\$1,514.40)	\$37.86 (\$1,514.40)	\$38.62 (\$1,544.80)	\$39.39 (\$1,575.60)

**Group 4**

Producer  
 Chyron Operator  
 Mini-Cam Operator  
 Technical Operator  
 Video Tape Operator/Tape  
 Assistant Technical Director  
 Audio Engineer/Tape  
 Senior Assistant Director  
 Senior Assignment Editor  
 Senior Program/Tape Coordinator  
 Senior News Coordinator  
 Senior Sports Coordinator

4	4/1/08 - 3/31/09	4/01/09 - 3/31/10	4/1/10 - 3/31/11	4/1/11 - 3/31/12
A	\$36.95 (\$1,478.00)	\$36.95 (\$1,478.00)	\$37.69 (\$1,507.60)	\$38.44 (\$1,537.60)
B	\$34.74 (\$1,389.60)	\$34.74 (\$1,389.60)	\$35.43 (\$1,417.20)	\$36.14 (\$1,445.60)

**Group 3**

Video Librarian  
 Assignment Editor  
 Program/Tape Coordinator  
 News Coordinator  
 Sports Coordinator  
 Mini-Cam Operator (entry)  
 News Editor (entry)  
 Technical Operator (entry)  
 Video Tape Operator (entry)  
 Writer  
 Research/Writer  
 Senior Floor Director  
 Assistant Director

3	4/1/08 - 3/31/09	4/01/09 - 3/31/10	4/1/10 - 3/31/11	4/1/11 - 3/31/12
A	\$32.52 (\$1,300.80)	\$32.52 (\$1,300.80)	\$33.17 (\$1,326.80)	\$33.83 (\$1,353.20)
B	\$29.79 (\$1,191.60)	\$29.79 (\$1,191.60)	\$30.39 (\$1,215.60)	\$31.00 (\$1,240.00)

**Group 2**

Floor Director  
 TelePrompter Operator  
 Senior Sales Assistant  
 Traffic Coordinator

2	4/1/08 - 3/31/09	4/01/09 - 3/31/10	4/1/10 - 3/31/11	4/1/11 - 3/31/12
	\$27.08 (\$1,083.20)	\$27.08 (\$1,083.20)	\$27.62 (\$1,104.80)	\$28.17 (\$1,126.80)

**Group 1**

Sales Assistant  
 Assistant Traffic Coordinator  
 Production Assistant  
 Assistant Assignment Editor  
 Utility Technical Operator  
 PBX Operator

1	4/1/08 - 3/31/09	4/01/09 - 3/31/10	4/1/10 - 3/31/11	4/1/11 - 3/31/12
	\$25.57 (\$1,022.80)	\$25.57 (\$1,022.80)	\$26.08 (\$1,043.20)	\$26.60 (\$1,064.00)



The Employer shall have the absolute right in its sole discretion to classify employees in Groups 1 through 7.

Employees in the B level of any group, excluding entry level positions in Group 3, move into the A level of the same group after two years.

If an employee is hired into a Group 4 position or above, he or she shall be paid at the A rate if he or she has at least four years' Industrial Seniority, as defined in Section 20.01(g). If he or she has between two and four years of Industrial Seniority, he or she will be paid at the B rate and receive 50% credit toward the A rate.

An employee hired into a position which has a Group 3 entry level rate (News Editor, Mini-Cam Operator, Technical Operator, Video Tape Operator) shall be required to have 2 years of continuous employment in that position with the Employer before being reassigned to Group 4B, or into Group 4A if the Employer in its discretion elects to initially hire the employee in the Group 3A rate. If the employee has between two and four years of Industrial Seniority, as defined in Section 20.01(g), he or she shall receive 50% credit at the Group 3 rate. If the employee has four or more years of Industrial Seniority, he or she shall be hired directly into Group 4B.

A Mini-Cam Operator will be paid at the applicable rate (Group 5 or Group 4) for the entire shift for any day that field editing or transmitting is actually performed.

The Group 7 pay rate is reserved, at the Employer's discretion, as a pay rate for those selected employees based upon work performance and experience.

Live Programs, in Groups 5 and 6, are those studio and remote events contemporaneously broadcast to a television audience.

Taped Programs, in Groups 4 and 5, are those studio and remote events pre-recorded for later broadcast use.

Live or taped program segments, in Group 4, are those studio and remote events that are short segments of a program.

24.02 Upgrades

Employees shall be paid the following upgrades in accordance with the specified provisions of the Agreement. Except as otherwise provided, any adjustment of rate of pay pursuant to the following provisions shall not alter the employee's wage or seniority group assignment for any purpose, including but not limited to temporary or permanent upgrade rights or vacation eligibility or rate of pay. Except as otherwise provided, upgrades shall not be paid for unworked meal periods.

(a) *Producer/Director/Editor*

An employee assigned to perform on line post-production editing of the type described in Section 7.07 without the assistance of another bargaining unit employee in accordance with Section 6.02(b) shall receive the following upgrade wage for all time worked in that capacity.

PDE	4/1/08 - 3/31/09	4/01/09 - 3/31/10	4/1/10 - 3/31/11	4/1/11 - 3/31/12
	\$63.39	\$63.39	\$64.66	\$65.95

(b) *Producer/Director*

An employee assigned to perform the simultaneous function of a Producer and Director shall receive the following upgrade hourly wage for all time worked in that capacity.

PD	4/1/08 - 3/31/09	4/01/09 - 3/31/10	4/1/10 - 3/31/11	4/1/11 - 3/31/12
	\$56.34	\$56.34	\$57.47	\$58.62

(c) *Field Producer/Director*

An employee assigned to perform the simultaneous function of a Mini-Cam Operator and Field Producer in accordance with Section 6.02(b) shall receive the following upgrade wage for all time worked in that capacity.

FPD	4/1/08 - 3/31/09	4/01/09 - 3/31/10	4/1/10 - 3/31/11	4/1/11 - 3/31/12
	\$46.48	\$46.48	\$47.41	\$48.36

(d) *Combined Microvan Operator/Mini-Cam Operator*

An employee assigned to perform the combined job functions of Microvan Operator and Mini-Cam Operator shall be paid the Group 6A rate of pay for all hours in any shift for which the combined functions are performed, including unworked meal periods. Vacation pay shall be calculated based on the employee's average straight time rate of pay (including upgrades earned pursuant to this section) earned in the bargaining unit during the preceding calendar year.

(e) *Helicopter*

An employee assigned to helicopter duty shall be paid the Group 6A rate of pay for all hours in any shift for which the employee flies in the helicopter, including unworked meal periods. Vacation pay shall be calculated based on the employee's average straight time rate of pay (including upgrades earned pursuant to this section) earned in the bargaining unit during the preceding calendar year.

(f) *Robotics Camera*

An employee assigned to operate Robotics Cameras in the studio pursuant to Section 6.02(e) shall be paid the Group 6A rate of pay for the one half (½) hour before, and the duration of, the scheduled News program. This upgrade applies to live shows only, not for taped shows. The 6A rate of pay will also be paid for News updates of 15 or minutes or more duration that are performed in the studio.

(g) *T.O.C.*

An employee assigned to work as a T.O.C. Operator with respect to a live News program shall be paid the Group 6A rate of pay for one (1) hour before, and the duration of, the live program.

(h) *Mobile Earth Station - "Hybrid" News Vehicle*

An employee deploying and/or operating the mobile earth station in accordance with Sections 6.02(c) and/or (d) shall receive a one-time fee of \$25 for any day of deployment, no matter how many times deployed. An employee deploying and/or operating the mobile earth station while performing the combined function of a minicam operator during any "live shot" or "live to tape" in accordance with Section 6.02(d) shall receive \$50 for such activity (in lieu of the \$25 fee).

(i) *Weekend Sports Editing*

Provided that the Employer continues to provide extended sports coverage (i.e., a substantial portion of the program) on the 11:00 p.m. news on weekends, the employee primarily responsible for editing sports material for that broadcast shall receive a one-time fee of \$35 in addition to other applicable wages.

(j) *Photo-Journalist-Produced News Packages*

A Photojournalist or Minicam Operator who pursuant to assignment and without news talent shoots and produces a full news package which is broadcast shall receive a one-time fee of \$30 for that day in addition to other applicable wages, provided that if he or she also edits the full news package without news talent, the fee instead shall be \$50. This fee shall not apply to material of the type normally associated with VO patrol and similar assignments.

(k) *Ingest*

A bargaining unit employee assigned to ingest data, information or material is not entitled to an upgrade for such work.

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


  
\_\_\_\_\_  
Steven B. Ross  
President, NABET-CWA Local 53

Date: 4-25-11

  
\_\_\_\_\_  
Leroy G. Jackson Jr.  
Negotiations Chair

  
\_\_\_\_\_  
Roy D. Crumpton

  
\_\_\_\_\_  
Salvador Solorio

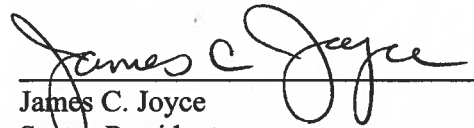
  
\_\_\_\_\_  
Ivan B. Ceja

KMEX-TV, an unincorporated division of  
UNIVISION TELEVISION GROUP, INC.

  
\_\_\_\_\_  
Maelia Macin  
Vice President/General Manager

Date: 4-19-11

APPROVED BY:

  
\_\_\_\_\_  
James C. Joyce  
Sector President

Date: 5/6/2011

NABET-CWA Local 53  
KMXK Channel 34-Unionvision  
Employment Notice

ADDENDUM I

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ EMPLOYEE'S PLACE OF  
(Street) ASSIGNMENT:  
\_\_\_\_\_  
(City, State, Zip Code)

TELEPHONE: \_\_\_\_\_ SALARY: \_\_\_\_\_

Social Security # \_\_\_\_\_ STATUS: \_\_\_\_\_  
(Staff, Per Diem)

The position for which you have applied is one which requires that on or before the thirtieth (30) day following your employment, you become and remain a member of the National Association of Broadcast Employees and Technicians/Communications Workers of America, AFL-CIO (NABET-CWA). In accordance with our Contract with them, this is to notify you that within ten (10) days after reporting to work, you should contact the Union office, located at 1918 West Burbank Boulevard, Burbank, California 91506. The telephone number is (818) 846-0490.

\_\_\_\_\_  
Signature of Company Representative (Date)

\_\_\_\_\_  
Signature of Employee (Date)

Copy of Form to Employee

Fax Copy of Form to the Union at: (818) 846-2306

## **TUITION REIMBURSEMENT**

Eligible full-time active employees can apply for educational assistance in the form of tuition reimbursement when they meet the requirements for approval. Employees on leave are not eligible. To qualify for reimbursement, you must be actively employed and in an eligible class at the beginning and upon completion of course(s).

### **Approval Requirements**

Courses of study must be conducted by accredited educational institutions granting certificates of occupational proficiency, undergraduate or graduate degrees. Non-credit courses taught by other schools may be considered for reimbursement if an accredited educational institution does not offer the courses.

Univision's program has been designed to reimburse you for job related courses if they are directly beneficial to your present job. Courses taken within an approved academic program may qualify for reimbursement if they will result in an undergraduate degree. Courses that are taken to obtain a graduate degree, certificate of occupational proficiency, and professional qualification courses may be reimbursed if they are directly job related and taken to retain or improve skills, rather than to meet initial minimum qualification standards. Individual courses, workshops, or seminars may be eligible for reimbursement, with prior management approval, if they are beneficial to your current job assignment.

This program does not reimburse for courses that are taken to meet minimum qualification requirements for the employee's current job or to prepare the employee for a new trade or business.

### **Procedure**

You must complete an application form for the course(s) you are planning to take and submit it to your department head no later than 2 weeks prior to registration. Verification of the cost and a copy of the course description from the school manual must accompany the application.

The Business Manager or General Manager must approve application forms before they are submitted to the Human Resources Department for approval. The Human Resources Department will make the decision as to whether course(s) qualify for reimbursement.

Once you have completed the course(s), the bursar's receipt and course grade must be submitted to the Human Resources Department for reimbursement. Only official transcripts, report cards, or a signed letter from the course instructor typed on the educational institution's letterhead will be accepted as verification of grades.

Addendum II

## **Reimbursement**

You will be solely responsible for initial payment of the tuition and fees directly to the school. Reimbursement of tuition and eligible student fees will be made after satisfactory completion of courses. Eligible fees include registration and activity fees, library fees and laboratory fees. Reimbursement does not include books, supplies, parking, application, or late registration fees.

Reimbursement will only be given for the following grades:

A or B	= 100%
C	= 50%
D or Below	= 0%
Pass	= 100%
Fail	= 0%

The Company will announce on an annual basis the maximum amount of reimbursement allowed per individual employee per calendar year. Payment is made directly to the employee unless another arrangement is established.

The Human Resources Department will determine whether or not reimbursement for a course is taxable income to you based upon applicable IRS tax laws. Educational assistance payments may be reported on your W-2 as taxable income to the IRS and may be subject to the appropriate Federal and State income and payroll tax withholding. The decision to report reimbursements for expenses is not conclusive as to deductibility. You should contact your tax advisor regarding application of the tax rules for your individual situation. IRS tax audits may not agree with Univision's determination of tax applicability. Should any discrepancies arise, you will be solely responsible for back taxes and interest owed.

It is the intention of Univision to continue this tuition reimbursement plan as an ongoing program for the benefit of its employees. Notwithstanding the foregoing, Univision reserves the right to terminate this plan, with or without notice, at any time.

**Addendum II**

## SERVICE AGREEMENT BETWEEN KMEX-TV AND NABET-CWA

KMEX is entering into a service agreement with Telefutura station KFTR, and NABET-CWA and KMEX are in turn entering into a related service agreement (the "Service Agreement"), whereby certain members of the NABET-CWA bargaining unit will provide Master Control and/or Ingest services to assist in the operation of KFTR. The terms of the agreement are as follows:

1. All KFTR Master Control operations performed by the assigned KMEX Master Control Technical Director will be compensated at the Group 7A rate for the time spent performing the functions, in accordance with Sections 21.02 and 17.01, but Sections 21.03 and 21.04 shall be inapplicable. With respect to the persons who perform Master Control Operations as their primary duties (i.e. Michael Pearman, Emilio Sanchez, Victor Garibay) will be classified as group 7A for all purposes including Vacation, Sick, Holiday and Pension for all hours worked for the duration of this service agreement. Ingest services provided by others (e.g. Technical Operators) shall be at the employee's otherwise applicable rate of pay.

2. Although KFTR Master Control or Ingest Operations may be assigned to bargaining unit employees without limitation, any such assignment shall be considered additional job functions within the meaning of Section 5.07(e). It is understood that in the event of a conflict between KMEX and KFTR Master Control needs, primary attention generally should be given to KMEX needs subject to the exercise of judgment based on the particular circumstances.

3. Based on anticipated increase in workload, KMEX agrees that upon commencement of this Service Agreement, it will add a daily four-hour Technical Operator shift to facilitate the Ingest of KFTR material. Depending on actual operating experience, and subject to prior discussion with NABET-CWA, KMEX shall have the right in the exercise of good faith business judgment to increase, decrease or eliminate such shift.

4. KMEX will provide rest periods, meal periods, relief and training for relief in accordance with CBA requirements. KMEX and KFTR will provide technical support in a timely manner.


5. It is understood that the assignment of KMEX personnel under this Service Agreement is within the "permissive jurisdiction" of the CBA. KMEX's obligations under or relating to this Service Agreement are subject to termination on 30 days written notice to NABET-CWA Local 53 by either KMEX or KFTR if, in the future, business considerations cause either station to terminate or modify the scope of their inter-station working relationship. This agreement shall otherwise be deemed part of the current and/or any successor CBA and shall be subject to modification or termination only in accordance with procedures applicable to all other CBA changes.

6. This Service Agreement is made on a non-precedential basis and cannot be introduced in evidence or otherwise cited in any grievance, court or administrative proceeding except to enforce the terms of this Service Agreement.

HAUNIONS\NABET CORRESPONDENCE\SERVICE AGREEMENT MASTER CONTROL.DOC



SERVICE AGREEMENT BETWEEN KMEX-TV AND NABET-CWA

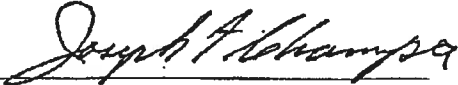
  
\_\_\_\_\_  
Jorge H. Delgado  
President & General Manager KMEX-TV

8.06.2002

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Pearman  
Grievance Chairman

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joseph Champa  
President NABET-CWA Local 53

8-12-02

\_\_\_\_\_  
Date