

**AGREEMENT BETWEEN**

**KETV**

**and**

**NABET-CWA, AFL-CIO**

**March 12, 2017 - March 12, 2020**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this 12th day of March, 2017, by and between KETV HEARST TELEVISION INC. Nebraska, the employer (hereinafter called the "Station"), and the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-COMMUNICATIONS WORKERS OF AMERICA (AFL-CIO) (hereinafter called the "Union"), also referred to as NABET-CWA.

### **ARTICLE I** **RECOGNITION AND DEFINITION OF EMPLOYEES**

Section 1.1. The Station recognizes the Union as the sole collective bargaining agency in regard to wages, hours of labor, and working conditions for all television technicians at KETV as certified by the National Labor Relations Board, and the term "Employees" and "Technicians" hereinafter used in the Agreement shall both refer to the members of the NABET-CWA Bargaining Unit.

Section 1.2. The Station will not interfere with, restrain, or coerce the Employees covered by this Agreement because of membership in the Union or legal activity on behalf of the Union. The Station will not discriminate with respect to tenure of employment or any term or condition of employment against any Employee covered by this Agreement because of membership in or legal activity on behalf of the Union, nor will it encourage or discourage membership in this Union or any other Union. The Union likewise agrees that it will not interfere with, restrain, or coerce the Employees covered by this Agreement because of their decision not to become a member of the Union.

### **ARTICLE II** **SCOPE OF WORK**

#### Section 2.1.

The Company recognizes and values the unique contributions made by its NABET-CWA represented Technicians in the past and is committed to continuing to use them in the future as its primary workforce for work covered by this Agreement. However, the parties recognize that due to technological advances relating to various equipment and systems, it may be desirable in certain limited situations for the Company to have individuals other than NABET-CWA-represented employees perform functions and operate equipment.

The work of the Technicians consists of the installation, maintenance, and operation of equipment located at the Station relating to the transmitter master control, video control, audio control, studio cameras (including robotic cameras located in the studio), VTR, and such other similar present and future equipment and technical duties relating to broadcasting performed by the Station, which may be assigned to the Technicians by the Station. Technicians shall also perform routine handling, protection, and cleaning of such equipment and the work areas as may be reasonably assigned by the Station, except janitorial work. All broadcast equipment located at the Station shall be operated and maintained by Technicians except as noted below:

The Station retains the right to assign the use of technical equipment not associated with the aforementioned job assignments to non-technicians; such as but not limited to video switching, boom microphones, studio lights, audition projectors, CD-ROM and mini-discs, post editing and any dubbing, still store, character generating equipment, newsroom video servers, creative video servers, clip players, and any other graphic equipment, which is now or in the future utilized by the Station, may be operated by persons not covered by this Agreement. The parties agree that the installation and configuration of software, as well as debugging and other similar operations, shall be considered the work of the IT Manager, provided, however, that nothing in this Agreement shall prohibit the assignment of the foregoing and related work to Employees covered by this Agreement.

The Station retains the right to assign the use of electronic news gathering equipment such as cameras, camcorders, mikes, recorders, wireless mikes, microwave systems, live trucks (except SNG or a vehicle using hybrid SNG-Microwave broadcast path), and feedback of video from live trucks, to non-unit employees, except that Technician must be assigned to a live truck where more than one (1) camera (excluding the mast camera) or more than two (2) mikes are utilized. The Station may also assign non-unit members to input and retrieve log data, either directly or indirectly by networking of computers and other equipment, into the equipment described in the first paragraph of this Section 2.1.

Nothing in this Agreement shall prevent the Chief Engineer, Assistant Chief Engineer, Operations Manager, Chief Photographer or any non-Technicians who has been pre-qualified by management from operating the SNG Truck during breaking news situations, when there are no qualified Technicians on premises at the time of such breaking news. In the event of extended breaking news coverage, station management will, where practicable, make good-faith efforts to contact a qualified Technician to be assigned to the SNG Truck for such continuing coverage.

The Station may equip and operate any of its studio cameras with robotics, provided that such cameras are initially set up by a Technician. Studio robotic cameras, as well as any associated control system shall be operated by Technicians. In the event the Station integrates studio robotic camera operation into an automated production control system (e.g. GVG Ignite, Ross Overdrive, Sony ELC, etc.), the operation of such robotics may be performed by the person(s) responsible for operating the production control automation system. The Station may operate any non-studio placed cameras and studio cameras in a locked down, unstaffed configuration, provided that all non-robotic studio locked down cameras have been initially set up by a Technician and any non-robotic studio cameras to be moved thereafter are moved by a Technician.

During live broadcasts only, the Director or Technical Director assigned to the broadcast in the control room may trigger automation events associated with the master control hub operation. At all other times, triggering of automation events from KETV shall be performed by Technicians. If there are no qualified Technicians on premises, the Chief Engineer, Assistant Chief Engineer, Operations Manager, or any other non-Technician who has been pre-qualified by management may trigger automation events associated with the master control hub operation.

The Station and the Union have agreed that Technicians shall maintain a primary role in the "Acquisition Room." At those times when no qualified Technicians are on premises and reachable, non-Technicians may be assigned to all duties associated with the Acquisition Room. The Station retains the right to make such other assignments as are needed for meeting competitive conditions in Omaha or availing itself of technological advances and improvements.

Any assignments or usage of Station equipment beyond seventy-five (75) miles from KETV's studio in Omaha is not bound by this Agreement.

Section 2.2. Nothing in this Agreement shall prevent the Chief Engineer, the Assistant Chief Engineer and the Operations Manager from occasionally operating any and all equipment on an unscheduled, unplanned basis, provided that no Employee is laid off as a result of such operation. Engineering management may do maintenance related work with equipment, provided that no Employee loses employment as a result of that maintenance work. Nothing in this Agreement shall prevent the Station from engaging the services of non-employees under a bona fide purchase contract for maintenance and repair of all equipment.

Section 2.3. The provisions of this Agreement, except as herein expressly set forth and provided, are not intended, and shall not be understood or construed, so as to infringe upon, interfere with or limit the exercise by the Station, through its managerial supervisory offices and employees, of the normal functions and rights of ownership and management; nor shall anything contained herein be construed as giving to the Union any voice or authority with respect to the conduct, operation and management of the business, property or affairs of the Station, and it is expressly agreed that the Station has sole right to make and enforce such rules and regulations relating to operations and to maintenance, operations and protection of the performance by Employees of the work and duties of their employment, as shall not be inconsistent with the provisions of this Agreement; provided that, in the event the Station shall undertake any new type of operation or shall so substantially change or alter the character of present operations, in a manner now unforeseen and unanticipated, then both parties agree that the impact of such circumstances upon the conditions of employment herein specified shall at once be subject to discussion between the parties.

Section 2.4. All new regular full- and part-time Employees for the first ninety (90) days of their employment shall be considered as employed on a probationary basis, and the Station may terminate the services of such Employees without cause during such probationary period of employment. If retained after ninety (90) days, his or her seniority date shall be the first date of his or her full-time employment, and he or she shall be considered a regular Employee.

**ARTICLE III**  
**HOURS OF WORK, DAYS OFF - SCHEDULE AND OVERTIME**

Section 3.1. The weekly wage scales herein provided are based upon forty (40) hours of work in each week.

Section 3.2. The work day and weeks shall be as follows:

(1) A work day shall consist of eight (8) hours. In addition, the Station must schedule an unpaid meal period of thirty (30) minutes. Said meal period shall begin not earlier than the third hour (3rd) hour and be completed by the seventh (7th) hour, unless otherwise agreed to.

A work week shall consist of five (5) work days and two (2) days off which shall be regularly scheduled as consecutive except when the Employee's scheduled days off are Saturday and Sunday, in which case the days off may be in different work weeks. Work in excess of eight (8) hours in any one (1) work day or in excess of five (5) consecutive days shall be compensated for at the overtime rates as hereinafter provided.

(2) In the alternative, a Technician may be assigned to a four (4) day work week, each day consisting of ten (10) consecutive hours of work. Such Technician shall have three (3) consecutive days off, unless due to a shift change or a scheduling conflict, in which case the Technician shall have two (2) consecutive days off plus one (1) additional day off in that same workweek.

Section 3.3. A work week shall begin on Sunday of each week and all shifts shall be considered to occur on the day in which they begin; i.e., all shifts starting before midnight Saturday will be considered part of the previous week and those starting midnight Saturday or later shall be considered as Sunday shift.

Section 3.4. Employees shall be entitled to at least two (2) consecutive days off each work week except when the Employee's scheduled days off are Saturday and Sunday, in which case the days off may be in different work weeks and the Employer may also occasionally schedule non-consecutive days off to accommodate vacation, Employee requests and other absences.

Section 3.5. Employees who work on their sixth (6<sup>th</sup>) day in a row in the same work week shall receive one and one-half (1-½) times their regular rate of pay for such sixth (6<sup>th</sup>) day worked, and in the event they work a seventh (7<sup>th</sup>) day in a row in the same work week, they shall receive two (2) times their regular rate of pay for such seventh (7<sup>th</sup>) day worked. However, any Employee required to work in excess of nine (9) consecutive days shall receive two (2) times their regular rate of pay for each day in excess of nine (9) days, and until such Employee receives a day off.

It shall be the Employee's obligation to check his or her schedule before leaving each day and, after he or she has left, it shall be the Station's obligation to notify him or her of a change.

No Employee shall be assigned to a shift until twelve (12) hours have elapsed since the end of his or her last shift. In the event less than twelve (12) hours elapse between an Employee's shifts, he or she shall receive time and one-half (1-1/2x) his or her regular rate of pay for all time worked within the 12-hour period. The above provision for a 12-hour spread shall not apply if the 12-hour spread is reduced at the request of the Employee.

All hours worked in excess of eight (8) hours per day shall be paid for at the rate of time and one-half (1-1/2x) except when work is scheduled on a ten (10) hour shift basis; all hours worked in excess of ten (10) hours per day shall be paid at the rate of time and one-half (1-1/2x).

Overtime pay, wherever referred to in this Agreement, shall not be pyramided.

Section 3.6. The weekly work schedule shall be posted one (1) week in advance of the commencement of the schedule. Notice of a schedule change affecting the Employee's day off shall be given by the Station seventy-two (72) hours in advance of 12:01 a.m. of the day or days involved in the change. Notice of daily scheduled changes affecting starting time shall be given forty-eight (48) hours in advance of the changed starting time, but not later than 9:00 p.m. of the day prior to the day in question. By mutual agreement between the Station and the Employee, the forty-eight (48) hour advance notice may be waived. Shift changes affecting days off or any scheduled hours made necessary because of illness, late breaking news events or requests for time off submitted on short notice by other Employees covered by this Agreement, shall excuse such notice.

Section 3.7. The term "call in" shall mean any work performed outside the regular work period, including meetings called by management, when such time is not consecutive and not immediately prior to or after the Employee's regular daily assignment. For each "call in" for a work assignment, the Employee will be assigned to work and shall be paid at the rate of time and one-half (1½) for all hours worked from the start to the completion of such assignment; provided, however, that a Technician shall receive not less than four (4) hours' credit; provided further, that the Employer and the Employee can mutually agree that the Employee will be paid for only the actual hours worked. If a Technician is required to report to work immediately upon being called, the hours worked will begin from the time the Technician departs for the assignment. For each "call in" for a staff meeting (which will be no more frequent than one (1) time per calendar quarter), the Employee shall be paid at the rate of time and one-half (1½) for all hours spent in the meeting; provided, however, that a Technician shall receive not less than two (2) hours' credit.

In the event a Technician is not called in, but rather is contacted while away from the Station and not "on duty," and performs work remotely, such Technician will be compensated for all time actually worked, in fifteen (15) minute increments, at the rate of time and one-half (1 ½).

The parties acknowledge and agree that the television news business requires responses to breaking news and unplanned events. Employees recognize their responsibility to cooperate with the Station to facilitate coverage of news events and broadcast of news programming. Accordingly, Employees will make a good faith effort to be reachable or accessible by telephone. If Station Management and an employee are unable to communicate directly, the employee will make every effort to return the phone call in a reasonable amount of time.

Section 3.7 (a). The Employer will endeavor to equalize overtime assignments to full-time Employees covered by this Agreement. Whenever practical, and consistent with operational needs, preference for overtime assignments will first be offered to full time Employees. In the event no other Employees are available or willing to perform the overtime, the least senior qualified full-time Employee who can be reached shall perform the overtime.



Section 3.8. Upon a technological change that would affect the bargaining unit, there shall be no restriction on the Station's right to employ part-time Employees, provided, however, that the Station will not use part-time Employees to replace fulltime Employees working for the Station at the time this Agreement is ratified; however, the Station is not precluded from conducting layoffs in accordance with Section 5.3 of this Agreement. The Station agrees to meet with the Union at its request to discuss the use of part-time Employees and whether fulltime positions could be created to replace two (2) or more part-time positions.

A part-time Employee is one who is hired or designated by the Station to work less than the work week provided in this Agreement. The Station in its sole discretion shall determine whether an Employee may work part-time (subject to the requirements of Section 5.3 of this Agreement), the number of part-time Employees, and scheduling, reductions or increases in the number of hours a part-time Employee may work in any week, provided, however, that part-time Employees when scheduled or called to work shall be scheduled for a period of not less than four (4) hours. The Station may schedule a part-time Employee for an unpaid meal period of up to one and one-half (1½) hours per shift. Part-time Employees shall be paid one and one-half (1½) times their regular rate of pay for all hour worked in excess of eight (8) hours in one (1) day (except when a part-time Employee is scheduled to cover a ten (10) hour shift, in which case the part-time Employee shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of ten (10) hours) and shall be paid one and one-half (1½) times their regular rate of pay for all hours worked on New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. Furthermore, part-time Employees shall be paid one-half (1-½) times their regular rate of pay for a sixth (6<sup>th</sup>) day worked in a row in the same work week, and in the event they work a seventh (7<sup>th</sup>) day in a row in the same work week, they shall receive two (2) times their regular rate of pay for such seventh (7<sup>th</sup>) day worked. However, any part-time Employee required to work in excess of nine (9) consecutive days shall receive two (2) times their regular rate of pay for each day in excess of nine (9) days, and until such Employee receives a day off. Overtime pay for part-time Employees, wherever referred to in this Agreement, shall not be pyramided.

The following Articles and Sections do not apply to part-time Employees:

Article III, Sections 3.2, 3.4, 3.5, 3.6, and 3.7;  
Article IV, Section 4.2; and  
Article V, Sections 5.3, 5.4 and 5.7

#### **ARTICLE IV** **VACATIONS AND HOLIDAYS**

Section 4.1. Vacations may be taken at any time during the calendar year, provided that the Station reserves the right to limit the number of Employees who may be scheduled for vacation at the same time. The parties understand and agree that while there is no absolute prohibition on Employees taking vacations during the months of February, May and November, those months are ratings periods which are critical to the Station's operations and, as a result, vacations will be severely limited during those months (including the Station denying any vacations during certain

week(s) and/or to certain classification(s) due to operational needs). An Employee desiring to take vacation during a ratings period shall request the vacation at his/her earliest opportunity, preferably at the time of initial unit scheduling of vacations.

Section 4.2. For new full-time Employees, from the date of employment through the balance of the calendar year in which they are hired, the employee shall accrue vacation at the rate of one (1) day for each complete month of employment, not to exceed five (5) days. All full-time regular Employees who as of January 1 have six (6) months of continuous service shall be entitled to one (1) week of vacation. Employees with one (1) year of continuous service as of January 1 shall be entitled to two (2) weeks of vacation. Employees with eight (8) or more years of continuous service as of January 1 shall be entitled to three (3) weeks of vacation. For each week of said vacation period, the Employee shall be paid his or her basic weekly wage. Seven (7) days of vacation shall be granted in lieu of holidays to those having one (1) year of continuous services as of January 1. Employees with less than one (1) year of continuous service as of January 1 shall be entitled to one (1) day's vacation for each of the following holidays worked: New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Length of service for a for a part-time Employee who becomes a full-time Employee shall, for vacation accrual purposes, be measured from the date such Employee was originally hired as a regular part-time Employee.

Section 4.3. Vacations will be scheduled in accordance with the procedure mutually agreed to by the Station and the Union.

Section 4.4. Each week of regular vacation shall consist of seven (7) consecutive days; provided, however, full-time Employees may, at their option, choose to split a maximum of one (1) week of vacation per calendar year. If a full-time Employee so elects to split one (1) week, the days will be scheduled with sufficient advance notice and subject to approval by Station Management, which approval will not be unreasonably withheld. The parties agree that full weeks of vacation take precedence over individual days of vacation. For purposes of this section, a weeks' vacation is five (5) days for Employees regularly scheduled for eight (8) hour work days and four (4) days for Employees regularly scheduled for ten (10) hour work days.

Section 4.5. Any full-time Employee required to work on Thanksgiving or Christmas shall be paid for all such hours worked at time and one-half (1-1/2x) his or her regular rate of pay. The prior sentence notwithstanding, any full-time Employee called in to work overtime on Thanksgiving or Christmas shall be paid at the rate of two times (2x) his or her regular rate of pay for all such hours worked. The Station will use its best efforts not to schedule full-time Employees to work both Thanksgiving and Christmas; however, if full-time Employees are required to work both days, they shall be paid at the rate of two times (2X) their regular rate of pay for all hours worked on Christmas (only). Under no circumstances shall an Employee be entitled to receive more than two times (2X) his/her regular rate of pay for hours worked on those two (2) holidays (i.e., Thanksgiving and Christmas).

Section 4.6. Deleted in its entirety in 2014.

## ARTICLE V

## **SENIORITY AND TENURE OF EMPLOYMENT AND DISCHARGE**

**Section 5.1.** For the purpose of determining the seniority of service, all Employees of the Station covered by this Agreement at the time of the execution of this Agreement, shall be given credit for the Bargaining Unit covered by this Agreement. Employees shall be regarded as probationary for the first ninety (90) days of their employment. There shall be no Station responsibility for re-employment or continuing employment of probationary Employees. An Employee shall not be considered a regular Employee and shall have no seniority rights until he or she has actually worked ninety (90) days for the Station, but after said ninety (90) days of work have been completed, his or her seniority shall date from his or her first day of work. In determining seniority pursuant to this Agreement, length of service for a part-time Employee who becomes a full-time Employee shall be measured from the date such Employee was originally hired as a regular part-time Employee. A person employed solely for vacation relief shall not be considered as a regular Employee, even if such employment extends beyond a period of ninety (90) days.

**Section 5.2.** Leave of absence for good cause, without the loss of seniority, may be granted any Employee provided such leave of absence shall be approved by the Station. Under appropriate circumstances, leave shall be granted in accordance with the Station's Family & Medical Leave Policy.

Each full-time Employee shall be entitled to two (2) days off with pay in each calendar year. If these days are needed, the personal days will be scheduled with sufficient advance notice and subject to approval by Station Management, which approval will not be unreasonably withheld. At least one (1) of the personal days must be taken during the months of January through September. If the Employee requests a personal day to be taken during the months of October, November or December, and Station Management cannot approve the request due to scheduling or other reasons, then the Employee will be permitted to carry over that one (1) remaining personal day to the following calendar year, which day must be taken during the first three (3) months of that year. All part-time Employees who as of January 1 of any year have twelve (12) months of continuous service and who have worked an average of twenty (20) hours or more per week in the previous six (6) months period (i.e., July through December), shall be entitled to one (1) personal day in the following six (6) months period (i.e., January through June). Furthermore, all part-time Employees who as of July 1 of any year have twelve (12) months of continuous service and who have worked an average of twenty (20) hours or more per week in the previous six (6) months period (i.e., January through June), shall be entitled to one (1) personal day in the following six (6) months period (i.e., July through December). Pay for the personal day shall be computed at the Employee's regular hourly rate times their average number of hours worked per week during the previous six months.

**Section 5.2(a).** Full-time Employees may request an unpaid leave of absence for Union activity for specific periods not to exceed two (2) months in duration in any twelve (12) month period. Any such request must be made in writing by the Union at least thirty (30) days in advance of the requested leave and shall be subject to scheduling availability. The Station in its discretion may allow more than one Employee to be out on such leave at any time. The Station may hire a part-time employee to cover an Employee's absence under this Section. While on Union leave,

the Employee will be considered continuously employed by the Station in all respects other than wages.

Section 5.3. In cases of layoff (including layoffs stemming from the Station's decision to consolidate in or operate from a remote location and/or to automate equipment or technical operations) the Station shall have the right to eliminate full-time or part-time positions, based on its assessment of its operational needs. In the event a full-time position is eliminated (while part-time positions remain), a part-time position will be offered to the affected full-time Employee(s). Full-time Employees shall have the option to either accept the available part-time work or the layoff. If the Employee accepts the part-time work in lieu of layoff, the Employee will not be entitled to severance, the Employee will be paid at his or her last fulltime hourly rate for all part-time hours worked, and the Employee will be assigned to at least 20 hours of work per week. If the Employee is laid off from the part-time work, the Employee will be entitled to receive severance pay based on the Employee's last full-time position and pay rate. The Employee shall retain recall rights to a full-time position so long as the Employee remains a part-time Employee, provided, however, that seniority shall be the deciding factor in a recall where the qualifications of persons involved and their ability to perform the job requirements of an open full-time position are substantially the same.

Any layoff shall be preceded by three (3) weeks' notice or pay in lieu thereof (except in cases of layoff due to automation or consolidation, in which case minimum notice shall be twelve (12) weeks or twelve (12) weeks' pay in lieu thereof). Employee shall, upon dismissal or layoff, except where discharged for just cause, be given severance pay in a lump sum equal to two (2) weeks' pay for each full year of continuous service and one (1) additional week's pay for each additional six (6) months of continuous service, such sum to be computed at the highest rate of salary paid to the employee during the twelve (12) months immediately preceding the dismissal or layoff; provided, however, no employee shall receive less than four (4) weeks' (minimum is eight (8) weeks for Employees with more than two (2) years of service) or more than twenty (20) weeks' total pay under this provision.

The Station recognizes the principle of seniority in connection with layoffs and re-employment after layoffs. Employees will be given the option to volunteer to accept layoffs based on seniority (i.e., most senior employees shall have first option to volunteer). Where there is not a sufficient number of Employees volunteering to accept layoffs, seniority shall be the deciding factor where the qualifications of the Employees involved and their ability to perform the job requirements are substantially the same. When the Station's action under the provisions of this Section is not in accordance with strict seniority, it will, before taking such action, notify the Union and discuss with the grievance committee reasons for such actions. Complaints that the management has not exercised fairness in judging the qualifications and ability of Employees may be processed through the grievance procedure.

Notwithstanding the foregoing, if the Station lays off an Employee not in accordance with strict seniority, the Station will offer the Employee an enhanced severance pay in a lump sum equal to two (2) weeks' pay for each full year of continuous service (pro rated for partial years), such sum to be computed at the highest rate of salary paid to the Employee during the twelve (12) months immediately preceding the dismissal or layoff; provided, however, the Employee signs a

general release acceptable to the Station, and provided further, that if the Employee accepts the enhanced severance pay, the Employee's layoff will not be subject to the grievance and arbitration procedure of this Agreement. More senior Employees may exercise their right to volunteer to accept a layoff in lieu of a less senior Employee as set forth in the preceding paragraph, and the more senior Employee may accept this enhanced severance pay under the same terms. If an Employee who is subject to layoff declines the Station's offer of enhanced severance conditioned upon a general release, then the terms of this paragraph will not apply and the Employee will receive severance in accordance with all the other terms of this Section 5.3 and the Employee and the Union will reserve all rights under this Section 5.3.

Section 5.4. Seniority and status as an Employee shall be lost in the following manner:

- (1) By voluntarily quitting.
- (2) By failure to report after expiration of leave of absence.
- (3) Failure to notify the Station, whether the Employee plans on returning to work, within five (5) days after receipt of written notice.
- (4) Discharge.
- (5) Failure to work because of layoff, sickness or injury, when such absence from work extends beyond a period of six (6) months, unless excused or extended by mutual agreement.

Section 5.5. Any Employee voluntarily leaving the employ of the Station shall give the Station two (2) weeks' written notice of his or her intention to leave.

Section 5.6. The Station shall have the right to discharge any Employee for just cause. Notice of the discharge shall be given promptly to the President of the Local Union, or to another Officer of the Local Union if the President is not available. In the event a regular Employee, as defined in Section 5.1 hereof, shall be discharged by the Station and the Employee or the Local Union believes the discharge is without just cause, the matter may be handled as a grievance under the procedure provided in Article VII hereof. If said matter is not made the subject of grievance within five (5) working days from the date of the discharge, objections thereto shall be deemed to have been waived. In the event it should be decided under the grievance procedure that such Employee has been discharged without just cause by the Station, the Station shall reinstate such employee with or without compensation for time lost as shall be determined or awarded by the arbitrator.

Section 5.7. Regular full-time Employees who experience a death in their immediate family may arrange for a leave of absence in order to make necessary arrangements, attend the funeral or handle other related affairs. Such Employee will be paid for the time actually lost from his/her regularly scheduled work, not to exceed the maximum number of work days noted below.

The following are considered members of the Employee's immediate family, for which the Employee will receive up to three (3) working days off with pay, for time actually lost from regularly scheduled work:

Employee's Sister, Brother, Father-in-law, Mother-in-law, Daughter-in-law, Son-in-law, Grandmother, Grandfather and Grandchildren.

In the event of the death of an aunt or uncle, up to two (2) working days may be granted with pay.

In the event of the death of the Employee's spouse, domestic partner, parent, or child, up to five (5) working days may be granted with pay. At the discretion of the General Manager, an Employee may take unpaid leave if additional time is needed, or in the event of the death of a relative of the Employee that is not included in the foregoing definition.

## **ARTICLE VI** **MILITARY SERVICE**

Both the Station and the Union recognize the re-employment provisions of the Selective Training and Service Act of 1940, the Uniformed Services Employment and Reemployment Rights Act (USERRA), and all the re-employment policies and regulations issued thereunder.

## **ARTICLE VII** **ARBITRATION OF DISPUTES AND NO STRIKE OR LOCK OUT**

Section 7.1. Should any disputes or grievances arise between the Station and the union regarding the interpretation or application of any provisions of this Agreement, all work assignments and interpretations of the Agreement made by the Station shall be followed and the dispute or grievance shall then be settled in the following manner:

Section 7.2. The Employee shall first take up the question with the Chief Engineer or other designated representative of the Station. Individual Employees may present grievances and have them adjusted by the Station without intervention by the Bargaining Agent; provided, however, that any such adjustment is consistent with the terms of this Agreement, and the Bargaining Agent will be apprised of the adjustment.

Section 7.3. If a satisfactory agreement cannot be reached within fifteen (15) days in this matter, the case will be submitted by the Union Committee to the Station manager in writing for settlement. Such grievances shall be answered by the Station in writing to the Union Committee. When this step in the procedure is reached, the Local President of the Union shall assist in the amicable settlement of the issue. If a satisfactory agreement is not reached within fifteen (15) days, the Union or the Station must call for a representative of the National Office of the Union to assist in the settlement of the grievance before proceeding further.

Section 7.4. A request for arbitration shall be made by delivering a signed written notice to that effect directed to the other party within thirty (30) days of the event giving rise to the dispute

or grievance. Unless such arbitration request is so made, the grievance or dispute shall be deemed to have been abandoned. After such written request has been made, the party desiring arbitration shall refer the matter to the American Arbitration Association (AAA) in accordance with the AAA's rules. Notwithstanding any AAA rules to the contrary, the parties shall have at least two (2) panels from which to select. A final written decision or award of the Arbitrator shall be made as soon as practicable after submission of the grievance or dispute to him/her. The parties agree that such final decision shall be binding on each of the of the parties, and that they will abide thereby, subject to such rules and regulations as any federal agency having jurisdiction may impose. In no event shall the same question or issue be the subject of arbitration more than once, except upon a showing of new evidence, change of conditions, or circumstances. Each party will bear its own expense in carrying out the provisions of this paragraph and the parties will share equally the expense of the Arbitrator. The time limit herein provided may be extended by mutual consent. The Union and the Station agree that there will be no stoppage of work or lockout or other interference with the Station's work or business until the procedure provided in this paragraph shall have been employed and one of the parties hereto fails or refuses to comply promptly with any decision duly made against it by the Arbitrator hereunder.

Section 7.5. When any of the members of the Committee are on duty and are called upon by the Station to discuss with a representative of the Station a question arising from any condition of employment, said members of the Committee, during such period of discussion in reference to such labor problems, will be paid their normal wage rate by the Station.

**ARTICLE VIII**  
**PAY SCALE**

Section 8.1. The minimum rates of pay shall be as follows: **Effective 3/12/17 – 3/12/20**

	<b>Operations Technician</b>		
	<b>RATE</b>		
<b>Years</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
Apprentice	\$12.00	\$480.00	\$24,960.00
0-1 years	\$12.75	\$510.00	\$26,520.00
1-2 years	\$13.13	\$525.20	\$27,310.40
2-3 years	\$13.53	\$541.20	\$28,142.40
3-4 years	\$13.93	\$557.20	\$28,974.40
4-5 years	\$14.42	\$576.80	\$29,993.60
5-6 years	\$14.92	\$596.80	\$31,033.60
6+ years	\$15.45	\$618.00	\$32,136.00

<b>Maintenance Engineers</b>			
<b>RATE</b>			
<b>Years</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Annual</b>
0-1 years	\$15.63	\$625	\$32,500
1-2 years	\$16.25	\$650	\$33,800
2-3 years	\$16.90	\$676	\$35,152
3-4 years	\$17.58	\$703	\$36,558
4-5 years	\$18.28	\$731	\$38,020
5-6 years	\$19.01	\$760	\$39,541
6+ years	\$19.77	\$791	\$41,123

- For employees with more than six (6) years of service, also considered “overscale,” annual wage increases of 2.5% will be effective 3/12/17 (see below), 3/12/18, and 3/12/19.
  - Retroactive to 3/12/17 only for bargaining unit Employees currently employed as of Ratification.
- Newly hired part-time employees will start at the Apprentice Rate. Apprentices shall be entitled to the “overscale” increase (above) upon reaching 2080 hours actually worked.
- Any part-time Employee who cross-trains and successfully demonstrates mastery of three (3) or more of the following job functions, to the reasonable satisfaction of the Chief Engineer or his designee, shall move into the first rung of the wage scale and progress on the scale upon achieving 2080 hours actually worked in that scale. The job functions qualifying for this provision are: Studio Camera, Audio, Master Control, Tape, Maintenance, ENG Truck, SNG Truck.
- For part-time employees, the calculation and commensurate increases will be done on a quarterly basis (e.g. A part-time employee who achieves 2080 hours actually worked on March 10 in a calendar year, will progress to next level, or receive an “overscale” increase, on April 1 of that year).

Section 8.2. Deleted in its entirety in 2014.

**ARTICLE IX**  
**GENERAL PROVISIONS**

Section 9.1. Compensation at the prevailing IRS mileage rate shall be allowed an Employee for using his or her automobile with the consent of the Station in executing the business of the Station except in no event shall he or she receive compensation for the use of his or her automobile or working credit for the time consumed in traveling between his or her home and



assigned place of work. However, it is agreed and understood that the use of an Employee's car is not mandatory.

Section 9.2. When sent out of the city in which the Studios or transmitter of the Station are located on assignments requiring him or her to remain overnight, an Employee shall be credited with such time as he or she shall have actually worked, plus travel time, subject to the overtime provisions of Section 3.7; provided, however, the minimum hours credited for actual time worked and travel time shall not be less than eight (8) hours per day.

Section 9.3. When sent out of the city in which the Studios or transmitter are located on assignments which require him or her to return immediately upon completion of said assignment, an Employee shall be credited with the total elapsed time spent on such assignment. In the event he or she is away less than eight (8) hours, he or she may be assigned--additional work upon his or her return, subject to the overtime provisions of Section 3.7.

Section 9.4. The Station shall reimburse each Employee for all reasonable and necessary expenses incurred when travel by such Employee is required or authorized by the Station. The Station shall have the right to determine the method of transportation, except that the use of street cars or public motor buses shall not be required where other means of transportation are available. Employees shall be reimbursed at once for all expenditures made for and on behalf of their assignments as provided herein, upon submitting a statement of their expense, which may be on forms prescribed by the Station.

Section 9.5. It is specifically understood that this instrument constitutes the entire agreement between the parties hereto, and that neither party shall be bound to grant any additional demands which may be made by the other party except to comply with the terms hereof, and the Station agrees that during the term of this Agreement there shall be no, lockout of its Employees, and the Union agrees that it shall not authorize, sanction or engage in any strike, stoppage, slowdown or suspension of work against the Station and will in no way interfere with the business of the Station because of labor controversies between the Station and some other union, between the Station and NABET, or because of labor controversies in which the Station is not directly involved. The Station shall not require any Employee to assist any other company in breaking a technician strike and Employees shall not be assigned, transferred or required to go to any other radio or television station, studio, transmitter, or property where a strike of technicians and engineers is in progress.

Section 9.6. Whenever, in this Agreement, provision is made for notice to the Union, such notice shall be deemed to have been given if notice is given to the President or Vice President of the Local Union and the Washington Office of NABET-CWA. The Local Union shall keep the Station at all times advised of the names of the officers of the Local Union.

Section 9.7.

(a) Insurance: During the life of this Agreement, full-time Employees shall be eligible for medical, dental, life and disability insurance coverage in accordance with the Station's

insurance plans which may be in effect from time to time for other non-supervisory full-time employees of the Station who are not members of the bargaining unit. Employees will be eligible for coverage and benefits under those various insurance plans and will participate in the cost thereof on the same basis as similarly situated non-bargaining unit employees of the Station who are likewise covered thereby, in accordance with and subject to the terms and provisions of the various insurance plans.

It is understood and agreed that the benefits provided under these various insurance plans may increase or decrease during the term of this Agreement and/or the cost of participating to the Employees may increase or decrease during the term of the Agreement, without the Station being required to bargain with the Union; the only obligation of the Station is to ensure that the same types of benefits (e.g., medical insurance, group life insurance, etc.) are made available to Employees covered by this Agreement on the same terms and conditions as they are made available to similarly situated non-bargaining unit employees. The Station shall not be required to bargain with the Union with respect to any group insurance plan, or any changes thereto, during the life of the Agreement. The Station agrees, however, that any modifications or amendments to any such insurance plan(s) will apply equally to all employees of Station covered by such plan(s).

(b) Pension Plan: Employees hired prior to March 1, 2013 shall continue to be eligible to participate in The Hearst Corporation Broadcast Retirement Plan (the "Plan"), subject to the terms of the Plan. The Plan may be modified or amended from time to time at the sole discretion of the Plan sponsor, without being required to bargain with the Union. The Station commits to maintaining a retirement plan at least comparable to the existing Plan for the term of the Agreement. Employees newly hired or rehired on or after March 1, 2013 shall not be eligible to participate in the Plan. In the event that the Station's non-bargaining unit employees hired on or after January 1, 2011 are provided with a Hearst-sponsored pension benefit, bargaining unit members hired on or after March 1, 2013 shall become eligible to participate in the Plan on the same date, subject to the terms and conditions of the Plan then in effect.

(c) 401(k) Plan: The Station shall provide an IRS approved 401(k) employee savings plan, and Employees shall be eligible to participate in that Plan in accordance with its provisions. During the term of this Agreement, the Station will match fifty percent (50%) of the first four percent (4%) of the Employee's contributions to that Plan.

Section 9.8. Upon receipt of signed authorizations from Employees covered by this Agreement, the Station will deduct the designated amount of dues from each paycheck of such Employee and will promptly remit the same to the Secretary/Treasurer of the Union not later than the end of the first week following the end of the month in which the deductions were made. It is agreed that such authorization may be revoked by the Employee at any time, but such revocation shall not be effective until the next annual anniversary date of this Agreement. Such revocation must be in writing to the Union with a copy to the Station.

Section 9.9: Station management shall make a reasonable, good faith effort to arrange a minimum of five (5) hours of internal training per quarter per full-time and part-time Employee to allow employees the opportunity to cross-train and advance through the outlined positions of this agreement. Furthermore, Employees are encouraged to seek from Station management and from the Union additional skills training opportunities. Article VII shall not be applicable to this Section

**ARTICLE X**  
**EQUAL EMPLOYMENT OPPORTUNITY**

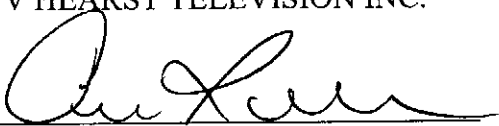
The parties agree that they will not discriminate against any Employee, or applicant for employment, on the basis of race; color, religion, sex, sexual orientation, gender identity national origin or age. Further, there will be no discrimination in the promotion, transfer, discharge, training or retraining under programs to which the Station subscribes, compensation, terms and conditions of employment or privileges of employment by reason of an individual's race, color, religion, sex, national origin or age. Furthermore, the parties agree to take appropriate steps or actions necessary to ensure compliance with applicable federal and state laws, including, but not limited to, The Americans With Disabilities Act.

**ARTICLE XI**  
**TERM OF AGREEMENT**

This Agreement shall become effective on the 12th day of March, 2017, and all terms and conditions shall remain in full force and effect until the 12th day of March, 2020, and from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the expiration of the term or any extended term of this Agreement, of a request to amend or terminate said Agreement.

IN WITNESS WHEREOF, KETV Hearst Television Inc. and the National Association of Broadcast Employees and Technicians - Communication Workers of America (AFL-CIO) have caused this Agreement to be duly executed on their behalf by their respective officers, duly authorized, on and as of the day and year aforesaid.

KETV HEARST TELEVISION INC.

By: 

Ariel D. Roblin  
President/General Manager

NABET-CWA LOCAL 41

By: 

Don Villar  
President, NABET-CWA Local 41



OMAHA'S NEWS LEADER  
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March \_\_, 2002

Mr. Mike Tiglio  
International Representative  
NABET/CWA  
501 Third Street, N.W.  
Washington, D.C. 20001-2797

Re: 2002-2006 KETV-TV - NABET/CWA Agreement

Dear Mike:

This letter is intended to confirm certain understandings reached during the recently concluded negotiations.

As you know, during the past two sets of negotiations, the parties have had extensive discussions concerning Sections 2.1 and 2.2 of the Agreement. Various changes with respect to Sections 2.1 were agreed to by the parties in those negotiations. In addition to the changes which are reflected in the new 2002-2006 Agreement, the parties reached certain additional understandings. Specifically, with respect to Section 2.1, the Union and the Station agreed that all broadcast equipment located at the Station shall be maintained by Technicians covered by the Agreement, except as noted in the exception spelled out in Section 2.2. It is understood that the transmitter site and other equipment located within a 75 mile radius of the Station are deemed to be included within the term "equipment located at the Station", falling within the Scope of Work provisions of Section 2.1, so long as that equipment is operated or controlled locally. Furthermore, the parties agreed that the operation of such broadcast equipment locally shall be performed by Technicians when such performance involves direct on-air operation; this is likewise subject to the exception noted in Section 2.2. To the extent such broadcast equipment (e.g., switcher or transmitter) becomes controlled or operated from a remote location (i.e., beyond the 75 mile radius from the Station), as a result of automation or consolidation, it is recognized that personnel other than Technicians can control or operate the equipment.



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HEARST  
television

Assuming this comports with your understanding of our discussions and agreement, I would ask that you sign and return the extra copy of this letter at your earliest convenience.

Sincerely,  
Hearst-Argyle Properties, Inc.  
(KETV Division)

By \_\_\_\_\_ /s/  
Richard Dyer  
President/General Manager

Agreed:


\_\_\_\_\_/s/  
Mike Tiglio  
International Representative, NABET/CWA

Date: \_\_\_\_\_


cc: Mr. Bob Buresh  
John J. Moellering, Esq.

**Renewed as of March 12, 2017**

KETV HEARST TELEVISION INC.

By:   
Ariel D. Roblin  
President/General Manager

NABET-CWA LOCAL 41

By:   
Don Villar  
President, NABET-CWA Local 41

Side Letter # 2: Technicians


In connection with the 2017 negotiations, Hearst-Argyle Properties, Inc. (KETV Division) (the "Station") and National Association of Broadcast Employees and Technicians-Communications Workers of America (AFL-CIO) (the "Union") hereby agree as follows:

There shall be no layoff of full-time Technicians solely as a result of the Station's revisions of Section 2.1 that allows non-technicians who are prequalified to perform the bargaining unit work with the SNG Truck, the triggering of automation events in the master control hub operation, and all duties associated with the Acquisition Room.

Dated as of March 12, 2017

KETV HEARST TELEVISION INC.

By: \_\_\_\_\_

  
Arnel D. Roblin  
President/General Manager

NABET-CWA LOCAL 41

By: \_\_\_\_\_

  
Don Villar  
President, NABET-CWA Local 41


Side Letter #3: Crossover Work

In connection with the 2017 negotiations, Hearst-Argyle Properties, Inc. (KETV Division) (the "Station") and National Association of Broadcast Employees and Technicians-Communications Workers of America (AFL-CIO) (the "Union") hereby agree as follows:

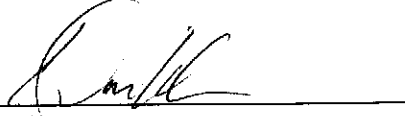
The Union acknowledges the Station's right to make such other assignments as are needed for meeting competitive conditions in Omaha or availing itself of technological advances and improvements. The primary work duties of an Operations Technician is outlined under Article II-Scope of Work. In meeting competitive conditions, the Station may at times assign a Technician to duties beyond Article II. A Technician's reasonable performance deficiencies, in light of the Technician's relevant training and experience, while conducting duties outside of Article II shall not have a negative effect on their employee performance evaluations.

Dated as of March 12, 2017

KETV HEARST TELEVISION INC.

By:   
Ariel D. Roblin  
President/General Manager

NABET-CWA LOCAL 41

By:   
Don Villar  
President, NABET-CWA Local 41