### COLLECTIVE BARGAINING AGREEMENT

### Between

UNIVISION TELEVISION GROUP, INC. FOR ITS TELEVISION STATION WGBO-TV

And

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, LOCAL 41 COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

March 1, 2021 through February 28, 2026

# TABLE OF CONTENTS

Pay	JC
RECOGNITION	1
UNION SECURITY AND CHECKOFF	1
- Membership - Checkoff - Indemnification	2
MANAGEMENT RIGHTS	3
NO STRIKE/NO LOCKOUT	4
- No Strike - No Lockout	
GRIEVANCE AND ARBITRATION PROCEDURE	5
- Grievance Procedure	6 6
HOURS OF WORK	7
-General - Regular Workweek - Regular Workday - Meal Periods - Rest Periods - Work Schedules - Cancellation Notice For Per Diem Employees - Days Off - Turnaround - Overtime	7 7 7 8 8 9 0 0
	RECOGNITION

ARTICLE VII	HOLIDAYS	12
Section 7.1	- Holidays	12
ARTICLE VIII	VACATIONS	12
Section 8.1	- Vacations	12
ARTICLE IX	SENIORITY	13
Section 9.1 Section 9.2 Section 9.3 Section 9.4 Section 9.5 Section 9.6	<ul> <li>Definition</li> <li>Probationary Period</li> <li>Termination of Seniority</li> <li>Layoff</li> <li>Recall</li> <li>Part-Time, Temporary and Per Diem Employees</li> </ul>	13 14 15
ARTICLE X	WAGES	16
Section 10.1 Section 10.2 Section 10.3 Section 10.4 Section 10.5 Section 10.6	<ul> <li>Minimum Salaries</li> <li>Payment Above Minimums</li> <li>Base Rates</li> <li>Per Diem Employees- Movement In Tiers</li> <li>Night Differential</li> <li>Temporary Assignments</li> </ul>	17 17 18 18
ARTICLE XI	LEAVES OF ABSENCE	19
Section 11.1 Section 11.2 Section 11.3 Section 11.4 Section 11.5 Section 11.6	<ul> <li>Discretionary Leave</li> <li>Military Leaves</li> <li>Sick Days</li> <li>Family and Medical Leaves</li> <li>Funeral Leave</li> <li>Jury Duty</li> </ul>	19 20 21
ARTICLE XII	TRAVEL TIME AND EXPENSES	22
Section 12.1 Section 12.2 Section 12.3	<ul> <li>Travel Time</li> <li>Travel Expenses</li> <li>Means of Travel and Accommodation</li> </ul>	24

ARTICLE XIII	BENEFITS	25
Section 13.1 Section 13.2 Section 13.3 Section 13.4 Section 13.5 Section 13.6	<ul> <li>Medical and Dental Programs.</li> <li>Life Insurance.</li> <li>Savings and Retirement Plan.</li> <li>Tuition Reimbursement.</li> <li>Part Time, Temporary, and Per Diem Additional Lieu of Benefits.</li> <li>Family and Medical Leave, Short-Term Disability Continuance, and Paid Parental Bonding Leave.</li> </ul>	26 26 26 Pay in 26 r, Salary
ARTICLE XIV	SAFETY - HAZARDOUS ASSIGNMENTS	27
Section 14.1 Section 14.2 Section 14.3 Section 14.4	<ul> <li>General Safety Standards</li> <li>Lifting Limits</li> <li>Transmitter Work</li> <li>Safety</li> </ul>	28 28
ARTICLE XV Section 15.1 Section 15.2 Section 15.3 Section 15.4 Section 15.5 Section 15.6 Section 15.7	MISCELLANEOUS  - No Discrimination  - Job Posting  - Shift Preference  - Union Visitation and Bulletin Board  - Business and Travel Expenses  - Automobile Insurance  - Successors and Assigns	29 30 30 31 31
ARTICLE XVI	WORK COVERED	32
Section 16.1 Section 16.2	-Assignment of Work	
ARTICLE XVII	ENTIRE AGREEMENT	40
ARTICLE XVIII	CONFORMANCE WITH LAW	40
ARTICLE XIX	DURATION	40
Section 19.1 Section 19.2	<b>.</b>	
ATTACHMENT	1 CHECKOFF AUTHORIZATION	42
LETTER OF AG	GREEMENT [RE: UNION INITIATION FEES]	43
MEMORANDUM	M OF UNDERSTANDING RE: SECTION 16.2(a)	44

LETTER OF AGREEMENT RE: SECTION 16.2(h) (e)	45
STATEMENT OF INTENTION REGARDING NEW SECTION 16.2(i)	46
SIDELETTER REGARDING WORK FOR OTHER ENTITIES	47
SIDELETTER REGARDING COMPUTER SYSTEMS	50
SIDELETTER REGARDING DIGITAL CAMERAS	52
SIDELETTER REGARDING SICK DAY BANKS	54
SIDELETTER REGARDING ENG/SNG FIELD OPERATIONS/LIVE SHOTS	55
SIDELETTER REGARDING SUPERVISORS/MANAGERS PERFORMING BARGAINING UNIT WORK	56
SIDELETTER REGARDING NON-LINEAR EDITING SYSTEMS	57
SIDELETTER REGARDING UNION LEAVE	58

#### **AGREEMENT**

This Agreement is made and entered into this 1<sup>st</sup> day of March, 2021, by and between UNIVISION TELEVISION GROUP, INC., for its Television Station WGBO-TV, having its principal offices at 541 North Fairbanks Court, 11th Floor, Chicago, Illinois 60611 (hereinafter referred to as the "Employer" and/or the "Company") and NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, LOCAL 41, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the "Union").

# ARTICLE I Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time, temporary and per diem engineering and news department employees, but excluding all producers, on-air talent, creative services department employees, clerical employees, guards and supervisors as defined in the National Labor Relations Act.

# ARTICLE II <u>Union Security and Checkoff</u>

#### Section 2.1 - Membership

a. 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 hire (or thirty (30) actual days worked within a one-year period in the case of part-time, temporary or per diem employees), become

members of the Union and remain members in the Union during the term of this Agreement and by paying to the Union the fees, dues and other attendant costs of such membership, or by paying to the Union an agency fee, which is an amount equal to the Union's initiation fee and monthly dues less that portion of the Union's fees and dues which are not related to the Union expenditures for those activities normally or reasonably undertaken by the Union to represent the employees in its bargaining units with respect to their terms and conditions of employment, as prescribed by laws. No intern shall be required, as a condition of employment, to become or remain a member of the Union.

- b. Employer shall not be required to discharge any employee for failure to attain or maintain membership in the Union unless it shall have received ten (10) days written notice from the Union prior to the date such discharge is demanded by the Union. If the Employer discharges any employee upon written demand by the Union, the Employer shall not be required, except at its own election, to re-employ such employee, and if re- employed, such employee shall in all respects become a new employee.
- c. It is agreed that the Employer will not be required to discharge an employee in any instance where it would result in violation of the Labor-Management Relations Act of 1947, as amended.

#### Section 2.2 - Checkoff

During the term of this Agreement, the Employer agrees to deduct Union membership dues levied by the Union in accordance with the Constitution and Bylaws of the Union, from the pay of each employee who executes or has executed the "Authorization for Checkoff of Dues" as set forth in Attachment 1. The Union accepts

the responsibility for advising new employees of their obligations under this section and of supplying such employees with copies of this Agreement and the "Authorization for Checkoff of Dues" form. The Union also accepts the responsibility of advising the Employer of any change in the amount of dues owed by any employee from that paid the previous month. The Company will provide to the Union the Social Security number of each bargaining unit employee.

#### Section 2.3 - Indemnification

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability, including without limitation, liability under the provisions of any Federal or State statute, that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article II.

# ARTICLE III Management Rights

Subject to provisions of this Agreement, the Employer shall have the right to manage its operations, direct the working forces, plan, direct and control its operations, to employ, suspend, demote, discharge or otherwise discipline for just cause, to transfer employees from job to job within the bargaining unit, and to lay off employees because of a reduction in work and/or other legitimate reasons, to issue, change or abolish regulations and rules of employee conduct (including reasonable suspicion drug and alcohol testing) and determine methods of operations, to require employees to observe reasonable Employer rules and regulations, to introduce new and improved methods of operation or facilities, to set reasonable standards of performance, to change, add to, or

modify these standards and evaluate the performance of individual employees with respect to those standards, and to change paydays and pay periods. The right to reasonably accommodate disabled persons in accordance with applicable laws notwithstanding other provisions of this Agreement is vested exclusively in the Employer. The foregoing enumeration of management functions shall not be deemed to exclude other management functions not specifically listed herein, provided the exercise of such other management functions does not conflict with terms and conditions provided by this Agreement.

# ARTICLE IV No Strike/No Lockout

#### Section 4.1 - No Strike

- a. During the term of this Agreement there shall not be, nor shall the Union encourage or sanction, any strike (including sympathy strikes), picketing, slowdown or intentional interference with the Employer's operations. 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 for news gathering 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. If any strike or other form of work stoppage occurs in violation of this Agreement, any employee or employees instigating, fomenting, actively supporting,

or continuing such strike or work stoppage shall be subject to immediate discipline, including discharge. Any discipline under this Section shall be subject to the grievance and arbitration provisions of Article V.

### Section 4.2 - No Lockout

The Employer agrees that no lockout against any or all of its employees shall take place during the term of this Agreement.

# ARTICLE V Grievance and Arbitration Procedure

#### Section 5.1 - Grievance Procedure

Grievances are defined as any alleged violation of the terms of this Agreement or differences of opinion as to its interpretation or application. Should a grievance arise during the term of this Agreement, the aggrieved employee or employees shall first take it up with the supervisor(s). The employee(s) may also request that a Union Steward present the grievance to Management or that a Steward be present during the meeting with the supervisor(s). Should the grievance remain unresolved after such discussion, it shall be reduced to writing within thirty (30) days of the aggrieved incidents on appropriate forms and signed by the Steward or, in the case of a grievance filed by the Union, a Union representative. The written grievance shall state the essential facts involved.

Such written grievance shall be filed with the Management supervisor and with the Union for processing to the Local Grievance Committee. Grievances of a general nature may be initiated by the Union.

#### Section 5.2 - Local Grievance Committee

The Local Grievance Committee shall be designated by the Union and its size shall be mutually agreed upon by the parties. Local grievance meetings shall be held between the Employer and the Local Union Grievance Committee as required.

#### Section 5.3 - Arbitration Procedure

If the grievance is not settled at the grievance meeting, the Union or Employer may within fifteen (15) days request arbitration by delivering a signed, written, notice to that effect directed to the other party. However, it is understood that not more than one (1) grievance shall be referred to the arbitrator. After a matter is referred to arbitration by either party, a joint request shall be submitted to the Federal Mediation and Conciliation Service (FMCS) to name a panel of seven (7) arbitrators, each of which must be a member of the National Academy of Arbitrators. After the panel of arbitrators is received, representatives of the Union and an Employer representative shall select an arbitrator by alternately striking six (6) names from the list, with the party submitting the grievance to arbitration striking first. Either party can reject one entire panel. The remaining name shall designate the name of the arbitrator.

A final decision or award of the arbitrator shall be made within thirty (30) days after the close of the hearing. Such decision shall be final and binding on both parties.

Each party will bear its own expense in carrying out the provisions of this Article, but will share equally the expense of the arbitration.

In no event shall the arbitrator modify or amend the provisions of this Agreement, nor shall the same questions or issues be the subject of arbitration more than once, except upon a showing of new evidence, change of condition, or circumstances.

#### Section 5.4 - Time Limits

Any time limits under this Article can be extended by mutual agreement.

# ARTICLE VI Hours of Work

# Section 6.1 - General

Employees covered by this Agreement shall be paid only for hours worked in each regular work week, except as provided in Articles VI (meal period), VII (holidays), VIII (vacation), and XI (leaves of absence), hereof. The Employer reserves the right to establish and adjust working hours in accordance with the requirements of operations.

#### Section 6.2 - Regular Workweek

The regular work week shall begin at 12:01 a.m. Monday and end at 12:00 midnight on the following Sunday.

# Section 6.3 - Regular Workday

Eight (8) or ten (10) consecutive hours shall constitute a regular workday. Employees assigned to eight (8)-hour normal workdays and ten (10)-hour workdays shall have a normal workweek of five (5) workdays and four (4) workdays, respectively.

Work starting on one calendar day and continuing into the next calendar day (whether scheduled in that manner or by the addition of overtime hours) shall have all the hours worked attributable to the first day and shall be considered as one workday.

#### Section 6.4 - Meal Periods

a. Employees scheduled to work a shift of eight (8) hours or longer shall whenever practicable, receive a paid meal period of thirty (30) minutes, typically commencing between the third and sixth hour of the shift (the sixth and one-half hour for employees scheduled to work in the field). Paid meal periods shall not be considered time

worked for purposes of overtime payments or any other reason. In the event an employee does not get a meal period, a seventeen dollar (\$17) incentive shall be paid to the affected bargaining unit member.

b. Any employee who remains on duty for a period longer than twelve (12) hours shall receive a second meal period of twenty (20) minutes. If the Company fails to provide such meal, a seventeen dollar (\$17) penalty shall apply.

#### Section 6.5 - Rest Periods

There will be no scheduled rest or break periods during a shift. However, the Employer will maintain its existing practice of allowing employees to take reasonable, personal breaks as needed, consistent with the operating needs of the Station.

#### Section 6.6 - Work Schedules

a. The Employer shall establish a regular weekly work schedule for each employee. The Company will post and schedule job assignments in a central area. Any changes in the employees' regular work schedules shall be posted by Thursday of the preceding week. Notwithstanding the foregoing, an employee's schedule may be changed for other than days off, provided that the notification of such change is given to the employee by the Employer no later than 8:00 p.m. (5:00 p.m. for those employees coming off the prior day's morning shift) of the day before the day in question, unless there is a major news event, in which case less notice may be given. If schedule changes are desired thereafter, such changes can only be made by adding work time to the previously scheduled hours at the applicable overtime rate of pay.

Management will communicate such schedule changes after posting directly to the individual involved, person to person. Nothing in this Article shall prohibit an

employee from being required to work on a reasonable number of his/her scheduled day(s) off.

b. In addition to the notification provisions above, the Employer may also communicate schedule changes to Employees via email. The email communication shall be deemed received and effective only when the employee replies via return email message.

# <u>Section 6.7 - Cancellation Notice For Per Diem Employees</u>

The Employer shall not cancel a shift agreed to by a per diem employee less than twenty-four (24) hours prior to the start of the per diem employee's scheduled starting time. The cancellation notice shall be by email or telephone call personally to the employee or by text message at the number the per diem employee has provided to the Employer. The email or text message shall be deemed received and effective only when the employee responds via return email or text message. If the employee does not use email or text messaging, or if the Employer is unable to speak personally to the employee, the Employer shall, if there is voice mail capability at such number, provide the cancellation notice via voice mail, leaving instructions for the per diem employee to confirm receipt of the cancellation within two (2) hours of the call. If the Employer is unable to speak personally to the per diem employee and the employee does not have voice mail or does not confirm notice of the cancellation within two (2) hours, the Employer shall promptly send the employee an email confirming the cancellation. It is the per diem employee's responsibility to provide a phone number and an email address to the Employer and to let the Employer know if the employee does not use text messaging. Otherwise the Employer's obligations hereunder are excused.

# Section 6.8 - Davs Off

- a. Each full-time employee assigned to a five-day workweek will be scheduled to receive two (2) consecutive days off in each week, which shall be scheduled to be during a week or to be the Sunday of one week and the Monday of the next week.
- b. Each full-time employee assigned to a four-day workweek will be scheduled to have three (3) consecutive days off in each week, which shall be scheduled to be during a week or to be the Saturday and Sunday of one week and the Monday of the next week, or the Sunday of one week and the Monday and Tuesday of the next week. Upon mutual agreement between the Station and the affected employee, the employee may be scheduled for two (2) consecutive days off plus one other day.
- c. Employees shall be allowed to switch days off with prior approval of their supervisor with pay per "natural schedule," meaning that the employee continues to receive his or her own base rate but no additional premiums or penalty (e.g., turnaround pay, overtime, night shift differential) unless the employee for whom the employee substitutes would have received such premium or penalty. For example, if Employee "A" substitutes for Employee "B" and "B" would not receive turnaround pay had "B" worked as scheduled, "A" would receive no turnaround pay even if he reports to work less than 12 hours from his previous work assignment. Similarly if Employee "C" customarily works night shifts but substitutes for Employee "D", on the day shift, "C" would not receive a night shift differential.

#### Section 6.9 - Turnaround

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

b. Assignments during any of the above turn-around periods shall be compensated for, in addition to the regular rate, at eight dollars (\$8.00) per hour for the portion of such assignment which encroaches on such turn-around period. None of the turn-around provisions shall apply to tours separated by vacation, holidays not worked, sick days, or by leave of absence.

#### Section 6.10 - Overtime

- a. All employees may be required to work reasonable amounts of overtime as determined by Employer. Employees will be paid time and one-half (1-1/2) for all work performed in excess of forty (40) hours in any one workweek or in excess of ten (10) continuous hours in any tour of duty. Employees will be paid two (2) times their regular base pay for all hours worked beginning on the seventh consecutive workday in any workweek, and continuing until the affected employee receives a day off. In no case shall overtime accrue on overtime, nor shall premium pay or overtime be considered part of the employee's base pay. In no case shall premium pay be considered as overtime.
- b. Full-time regular employees shall not have their scheduled hours reduced because they have worked overtime earlier in the workweek. If employees are required to work ten (10) consecutive days, they shall be scheduled for at least one day off commencing on the eleventh day.
- c. In the event a full-time employee is returned to work after one (1) hour from the completion of his or her original tour or called into work on that employee's day off, such employee shall be scheduled for not less than four (4) consecutive hours of work.

#### Section 6.11- Phone Calls at Home.

If the Employer calls an employee during the employee's off-duty hours and discusses Company business, the employee shall receive pay at his or her regular rate

in fifteen (15) minute increments for each such completed call that is not de minimis. De minimis is defined as seven (7) minutes in call duration.

# ARTICLE VII Holidavs

### Section 7.1 - Holidays

The holidays, and personal days, recognized under this Agreement shall be determined pursuant to Company policy.

# ARTICLE VIII

# **Vacations**

### **Section 8.1 - Vacations**

- a. Effective upon April 25, 2023, and subject to subsections 8.1 b. and c., vacation time recognized under this Agreement shall be determined pursuant to Company policy.
- b. Employees who have accrued and carried over vacation time from prior years will not lose such time.
- c. If an employee is unable to use any requested vacation time by the end of the calendar year due to the operational needs of the station, then such unused vacation time will roll over to the following calendar year.

# ARTICLE IX Seniority

### Section 9.1 - Definition

- a. Seniority of each regular full-time employee shall be computed from his/her first day of work with the Employer (except that no employee shall be credited with seniority until he/she completes the probationary period set forth in Section 9.2 below). For purposes of determining seniority, all employees in the employ of the Employer at the time of the execution of this Agreement shall be credited for time they have heretofore been continuously employed by the Employer. Employees will also be credited for time they were continuously employed by the Employer's predecessor(s).
- b. In the event that more than one (1) employee has the same seniority date, their relative seniority shall be determined by drawing lots in the presence of the employees affected.

#### **Section 9.2 - Probationary Period**

For the first one-thousand and forty (1,040) straight-time hours of their regular full-time employment (or any extension or reduction thereof mutually agreed upon by the Employer and the Union) all employees shall be considered probationary employees. Probationary employees will be paid in accordance with the minimum salary levels for their job classifications, but will not be entitled to any other benefits provided under this Agreement unless expressly provided herein. Probationary employees may be laid off or terminated at any time, with or without cause, at the discretion of the Employer, and such layoff or termination shall not be subject to the grievance and arbitration provisions of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall date from the employee's most recent date of hire.

# Section 9.3 - Termination of Seniority

An employee's Seniority shall be terminated for all purposes, and the employment relationship terminated, if an employee:

- a. Quits or resigns;
- b. Is discharged for just cause;
- c. Fails to return to work upon recall from layoff within ten (10) days after being requested to do so by the Employer;
- d. Fails to return to work as scheduled following a vacation or an approved leave of absence or accepts other employment while on leave of absence without prior approval; unless a reason is provided to the Employer, with documentation upon request, which is satisfactory to the Employer in its sole discretion;
- e. Is laid off for a continuous period of time equal to the employee's length of service up to a maximum of twelve (12) months for employees with less than ten (10) years continuous service and up to a maximum of twenty-four (24) months for employees with ten (10) or more years continuous service;
- f. Is off work due to a non-occupational illness or injury for twelve (12) consecutive months;
  - g. Retires.

#### Section 9.4 - Layoff

a. In the event of a reduction in the number of employees in any job classification set forth in Section 10.1 or otherwise covered by this Agreement, the Employer agrees to lay off employees in the classification in the following order: probationary employees, part-time employees, full-time employees with the least bargaining unit seniority. For purposes of this layoff provision only, the classifications of

Operations Technician I and II shall be treated as a single classification. The Employer agrees that it will not utilize part-time employees in a classification without first offering the available work to any regular full-time employees who are on layoff who are qualified to perform such work.

b. Any full-time regular employee who at the time of his/her layoff is notified that the layoff is reasonably anticipated to exceed three (3) months shall be given the option of being terminated and receiving severance pay in lieu of layoff. Employees shall retain this option after any layoff exceeds three (3) months until their seniority is terminated under Section 9.3(e), at which time they will be paid their severance pay. Severance pay will be an amount equal to two (2) weeks' pay for the first year of service and one (1) week's pay for each year of service thereafter up to a maximum of twenty (20) weeks' pay, provided the full-time regular employee first signs, returns, and does not revoke, a general release of claims in the form provided by the Company. Severance pay for partial years of service will be calculated on a pro rata basis. Employees electing to receive severance pay under this Section will lose their seniority as provided under Section 9.3 above and will not be eligible for recall under Section 9.5 below.

#### Section 9.5 - Recall

Laid off employees shall be recalled to their previous job classifications in order of their bargaining unit seniority. Laid off employees shall also be offered recall to fill vacant positions in any other job classification(s) which they have the present skill and ability to perform if no other employees are currently on layoff from said classification(s). If an employee accepts recall to a different job classification, the employee will no longer be eligible for recall to the job classification from which he/she

was originally laid off. In order to be eligible for recall, employees must keep the Employer advised of their current mailing address and telephone number. Offers of recall shall be made by certified mail, with copies to the Union.

#### Section 9.6 - Part-Time, Temporary and Per Diem Employees

The Employer shall have the unlimited right to employ as many part-time, temporary or per diem employees as it deems necessary to meet its operating needs. Except as expressly set forth in Section 13.5 regarding payment in lieu of benefits for per diem employees, and Section 13.3 regarding Savings and Retirement contributions, said employees shall not receive any benefits provided employees under this Agreement unless otherwise required by applicable law or as specifically provided in this Agreement. Part-time employees shall be scheduled for a minimum of four (4) hours on each day worked but may be scheduled for split shifts. Per Diem employees, with their consent, may be pre-scheduled for a minimum four (4) hour call on any workday, but a previously scheduled call of either eight hours (8) shall not be shortened for any reason. It is expressly understood that per diem employees are only guaranteed work for one (1) day's work as assigned. Being scheduled does not guarantee work for daily hires. Part-time, temporary, and per diem employees shall be eligible to apply for full-time positions covered by this collective bargaining agreement once they are posted, provided they meet the minimum qualifications of such full-time positions.

# ARTICLE X Wages

#### **Section 10.1 - Minimum Salaries**

Employees shall be paid the following minimum base weekly rate for work

performed from the first day of the first pay period following May 1, 2023. Said increases and rates shall be implemented as set forth below:

		Full-Time													
Effective Dates		3/1/2020				5/1/2023				3/1/2024			3/1/	/2025	
Increase %			3%			3%				3%			2.7	75%	
Maintenance Technician	Percent of CBA Rate	Hourly	Weekly	Annual	Hourly	Weekly	Annual		Hourly	Weekly	Annual	Н	urly	Weekly	Annual
0 - 1	70%	\$24.95	\$997.88	\$51,889.89	\$25.70	\$1,027.82	\$53,446.59		\$26.47	\$1,058.65	\$55,049.98			L,087.77	\$56,563.86
1 - 2	85%	\$29.59	\$1,183.40	\$61,536.91	\$30.47	\$1,218.90	\$63,383.02		\$31.39	\$1,255.47	\$65,284.51			1,290.00	\$67,079.83
2+	100%	\$35.64	\$1,425.41	\$74,121.56	\$36.70	\$1,468.18	\$76,345.21		\$37.81	\$1,512.22	\$78,635.56	\$3	8.85 \$1	1,553.81	\$80,798.04
Photographer/Editor															
0 - 1	70%	\$22.54	\$901.45	\$46,875.23	\$23.21	\$928.49	\$48,281.49		\$23.91	\$956.34	\$49,729.93	\$2	4.57	\$982.64	\$51,097.50
1 - 2	85%	\$27.36	\$1,094.32	\$56,904.55	\$28.18	\$1,127.15	\$58,611.69		\$29.02	\$1,160.96	\$60,370.04	\$2	9.82 \$1	1,192.89	\$62,030.21
2+	100%	\$32.19	\$1,287.65	\$66,957.60	\$33.16	\$1,326.28	\$68,966.33		\$34.15	\$1,366.06	\$71,035.32	\$3	5.09 \$1	1,403.63	\$72,988.79
Writer															
0 - 1	70%	\$21.73	\$869.30	\$45,203.68	\$22.38	\$895.38	\$46,559.79		\$23.06	\$922.24	\$47,956.58	\$2	3.69	\$947.60	\$49,275.39
1 - 2	85%	\$26.32	\$1,052.99	\$54,755.26	\$27.11	\$1,084.58	\$56,397.92		\$27.93	\$1,117.11	\$58,089.86	\$2	8.70 \$1	L,147.83	\$59,687.33
2+	100%	\$31.03	\$1,241.26	\$64,545.71	\$31.96	\$1,278.50	\$66,482.08		\$32.92	\$1,316.86	\$68,476.54	\$3	3.83 \$1	1,353.07	\$70,359.65
Assignment Editor															
0 - 1	70%	\$17.86	\$714.55	\$37,156.49	\$18.40	\$735.98	\$38,271.18		\$18.95	\$758.06	\$39,419.32	\$1	9.47	\$778.91	\$40,503.35
1 - 2	85%	\$22.73	\$909.25	\$47,281.26	\$23.41	\$936.53	\$48,699.70		\$24.12	\$964.63	\$50,160.69	\$2	4.78	\$991.16	\$51,540.11
2+	100%	\$25.87	\$1,034.62	\$53,800.32	\$26.64	\$1,065.66	\$55,414.33		\$27.44	\$1,097.63	\$57,076.76	\$2	8.20 \$1	1,127.81	\$58,646.37
Technical Director															
1 - 2		\$28.47	\$1.138.87	\$59,221,01	\$29.33	\$1,173.03	\$60,997.64		\$30.21	\$1,208.22	\$62,827.57	\$3	1.04 \$1	L,241.45	\$64,555.33
2+		\$35.62	\$1,424.96	\$74,097.84	\$36.69	\$1,467.71	\$76,320.78		\$37.79	\$1,511.74	\$78,610.40	\$3		1,553.31	\$80,772.18
Operations Technicians I															
0 - 1	70%	\$18.99	\$759.55	\$39,496.67	\$19.56	\$782.34	\$40,681.57		\$20.15	\$805.81	\$41,902.02			\$827.97	\$43,054.32
1 - 2	85%	\$23.05	\$922.11	\$47,949.88	\$23.74	\$949.78	\$49,388.38		\$24.46	\$978.27	\$50,870.03			L,005.17	\$52,268.95
2+	100%	\$27.13	\$1,085.13	\$56,426.81	\$27.94	\$1,117.68	\$58,119.61		\$28.78	\$1,151.22	\$59,863.20	\$2	9.57 \$1	1,182.87	\$61,509.44
Operations Technicians II	700/	447.57	47445	407.456	440 :-	4705.55	420.274.17		440.0-	4750.55	400 440		0.00	4770.04	440 500
0 - 1	70%	\$17.86	\$714.55	\$37,156.49	\$18.40	\$735.98	\$38,271.19		\$18.95	\$758.06	\$39,419.33			\$778.91	\$40,503.36
1 - 2	85%	\$21.70	\$867.92	\$45,131.96	\$22.35	\$893.96	\$46,485.92		\$23.02	\$920.78	\$47,880.50			\$946.10	\$49,197.21
2+	100%	\$25.52	\$1,020.84	\$53,083.70	\$26.29	\$1,051.47	\$54,676.21		\$27.08	\$1,083.01	\$56,316.50	\$2	7.82 \$1	1,112.79	\$57,865.20

### Section 10.2 - Payment Above Minimums

Nothing in this Agreement shall be construed to limit or in any way restrict the right of the Employer to pay wages above the agreed minimums to employees on an individual merit basis.

#### Section 10.3 - Base Rates

The term "base weekly rate" is defined as that pay which an employee receives for forty (40) hours of straight-time work. An employee's "base hourly rate" is defined as one fortieth (1/40) of that employee's base weekly rate. Part-time employees paid on an hourly basis shall be paid no less than the minimum base hourly rate for the work performed.

## <u>Section 10.4 - Per Diem Employees- Movement In Tiers</u>

- a. A per diem employee who is hired at the "0-1" tier set forth herein shall be moved to the "1-2" tier upon working 1040 hours in any rolling twelve (12) calendar month period following his initial hire date or upon working a total of 1500 hours following his initial hire date, whichever occurs first.
- b. A per diem employee hired at the "1-2" tier set forth herein or who is moved to the "1-2" tier pursuant to subparagraph "a" above shall be moved to the "2+" tier upon working 1040 hours in any rolling twelve (12) calendar month period following his entry into the "1-2" tier or upon working 1500 hours following his entry into the "1-2" tier, whichever occurs first.

#### Section 10.5 - Night Differential

An employee who works between the hours of 12:00 Midnight and 6:00 AM shall be paid a night shift differential premium of ten percent (10%) of his or her base hourly rate for all such hours worked. Any meal period taken during this 12:00 Midnight to 6:00 AM night differential corridor shall not be time worked for any reason and shall be paid at the employee's base hourly rate.

# Section 10.6 - Temporary Assignments

An employee temporarily assigned for at least one half (1/2) hour in a shift to perform duties normally associated with another job classification shall receive his/her base hourly rate or the minimum base hourly rate of the other classification, whichever is higher, for all time actually worked in fifteen (15) minute increments in the other classification. If the temporary assignment is to function as a producer or field producer, the employee will receive \$5.00 per hour in addition to his/her base hourly rate.

# ARTICLE XI Leaves of Absence

#### Section 11.1 - Discretionary Leave

- a. A personal leave of absence without pay may be granted for good cause by the Employer to an employee for a period of up to three (3) months, upon written application by the employee and seniority will accrue for such days absent.
- b. Casual absences, not exceeding five (5) working days in any one contract year with or without pay, but with the consent of the Employer, will not be deemed a leave of absence under this Article and seniority will accrue for such days absent. Absences in excess of such five (5) days shall be deemed leaves of absence under this Article.

Nothing in this paragraph shall be construed as granting rights to an employee as to any days off without the consent of the Employer.

# Section 11.2 - Military Leaves

- a. Employees who have entered or who hereafter shall enter the Armed Forces of the United States shall accumulate seniority with the Employer during such service with the Armed Forces, and, upon the completion thereof, shall be entitled to reinstatement to the extent and under the circumstances that reinstatement may be required under the applicable laws of the United States.
- b. Any employees who are in the National Guard or active reserve of any of the Armed Forces of the United States shall be granted a leave of absence for any required training period. Seniority and all other benefits shall continue to accrue during such leave. During such training period or in the event any such employees are ordered to emergency active duty as part of an emergency mobilization of the unit to which they belong, they will be paid the difference between their base salary and the taxable

compensation received from the military provided that such payments will not be made for more than two (2) weeks per calendar year.

#### Section 11.3 - Sick Days

- a. Full-time regular employees who have successfully completed their probationary period will accrue and use paid sick days pursuant to Company policy.
- b. Part-time employees who have successfully completed 360 hours of employment will thereafter accrue paid sick days at the rate of one (1) day for every 210 hours worked. 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.
- c. For part-time employees, 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. Any sick leave beyond ten (10) paid days in a calendar year may only be used following an illness of five (5) consecutive scheduled working days at which point sick leave shall commence and be utilized on and after the sixth (6<sup>th</sup>) consecutive missed work day.
- d. During January of each year the Employer shall provide each employee with a statement of his sick leave account.
- e. For part-time employees, paid sick days may be used only for employees, their spouses, their minor children (under the age of 21) or a domestic partner's illness or injury. However, employees who must schedule medical appointments during working hours shall have the option of crediting these hours against unused available sick days. Paid sick days shall be considered hours worked for purposes of overtime payments.

- f. For part-time employees, the Employer may require evidence (which in its determination is satisfactory) from a physician of illness or disability in excess of two (2) consecutive days or in excess of four (4) separate days in a calendar year.
- g. Temporary and Per Diem employees shall be entitled to accrue and use sick days pursuant to the Chicago Paid Sick Leave Law and any other requirements of said Law are hereby waived to the extent permitted by that Law.

### Section 11.4 - Family and Medical Leaves

In addition to the leaves of absence enumerated in other Sections of this Article XI, employees with more than one (1) year of continuous service and who have worked at least 1250 hours in the previous 12-month period may be eligible for unpaid leaves of absence of up to twelve (12) weeks.

Such leaves may be taken for the birth or adoption of a child, or to take care of the employee's child, spouse or parent who has a serious health condition as defined under the FMLA. Paid sick leave, if applicable, then vacation time may be applied to an FMLA leave, in that order.

#### Section 11.5 - Funeral Leave

A full-time regular employee who is compelled to be absent from work because of a death in the immediate family shall be granted a paid leave of absence of up to three (3) days, (four (4) days, if the employee attends a funeral of a covered family member more than 500 miles from Chicago). For purposes of this Section, the "immediate family" shall be deemed to include the employee's spouse, children, parents, brothers, sisters, father-in-law, mother-in-law, grandparents, grandchildren, and domestic partners as defined in the most current Univision Employee Handbook. Additional days off with pay may be granted at the Employer's discretion.

### Section 11.6 - Jury Duty

A full-time 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/her regular schedule for the period during which the employee serves as a juror. While on jury duty, the Employer will make up the difference between any compensation received by the employee for such jury service and the employee's current weekly base pay for a maximum of twenty (20) working days. If the employee is released from court prior to 1:00 p.m. and more than three (3) hours of his or her regularly scheduled working hours remain, the employee will be expected to call in to his/her supervisor and see if there is any work for him/her to perform. If so, the employee shall report to work for the remainder of his/her shift.

# ARTICLE XII Travel Time and Expenses

#### Section 12.1 - Travel Time

- a. "Travel time" shall be all time reasonably consumed by employees when traveling on assignment from their home or normally assigned office, and return thereto.
- b. Employees shall receive full credit for all travel time, including overtime or other penalties or premiums associated with time worked, except for travel time compensated under subparagraphs (c) and (d) below which shall not be considered time worked and shall be paid at applicable straight-time rates.
- c. When an employee leaves from his or her home and travels by air to a field assignment, the employee shall be credited with one and a quarter (1-1/4) hours for traveling from the employee's home to the airport. Such time shall be measured from the

plane's scheduled departure. A credit of one and a quarter (1-1/4) hours, measured from the plane's arrival time at the gate shall be allowed if, at the conclusion of such assignment, the employee travels from the airport to his or her home. In all situations covered by this subsection (c), an additional hour shall be allowed in the case of a departure or return by international flight where customs or immigration procedures apply.

- d. When an employee is scheduled to travel from his or her home to an assignment which does not require an overnight stay, the employee shall be credited with the time normally required to travel from the home office to such assignment. If such employee is not scheduled to return to the home office from such assignment, the employee shall be credited with a like amount of time for the return to his/her home. However, employees will not be credited for time used in reporting from or returning to his/her home with regards to remote sites within the Chicago DMA as defined in Article XVI, Section 16.1, unless the employee is transporting equipment not normally kept at the employee's home. An employee who reports to the station or other regular work site (e.g., garage where Company keeps its vehicles) and then reports to a remote site will receive pay from the time of reporting to the station or other regular work site.
- e. When on an out-of-town assignment, an employee's tour shall start when the employee is scheduled to leave his or her hotel or other accommodation for the assigned location and shall end when the employee is returned to his or her hotel or other accommodation.
- f. If employees are given days off while out of town, such days off will be with straight time pay (ten (10) hours pay if the employee is normally scheduled for 10- hour workdays).

## Section 12.2 - Travel Expenses

- a. The Employer shall reimburse each employee for all reasonable traveling expenses when travel by such employee is required or authorized. The following shall constitute what travel expenses are insofar as meal allowances are concerned:
- (i) Each employee when on an overnight travel assignment, shall be given \$55.00. Computation for each twenty-four (24) hour period consisting of a day shall commence at 12:00 midnight. For each full day that an employee is on travel status, such employee shall receive \$55.00.
- (ii) An employee assigned to a one-day field pickup or other authorized Company business that requires travel of five (5) hours or more where the workday exceeds eight (8) hours shall be paid a partial per diem meal allowance of \$32.00 dollars. An employee assigned to a one-day field pickup or other authorized Company business that requires travel of two (2) hours (but less than five (5) hours) where the workday exceeds eight (8) hours shall be paid a partial per diem meal allowance of sixteen dollars (\$16.00).

Employees shall be reimbursed each pay period for all expenditures made for and on behalf of their assignments as provided herein upon submitting a statement of their expenses in a form prescribed by the Employer.

## Section 12.3 - Means of Travel and Accommodation

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, and the use of streetcars or public motor buses shall not be required when employees are required to transport equipment and other means of transportation is available. Wherever possible, travel shall be by regularly

scheduled public carriers. Accommodations wherever possible shall be in hotels motels or inns of national chains and shall, wherever possible, be single occupancy.

# ARTICLE XIII Benefits

# Section 13.1 - Medical and Dental Programs

The Employer agrees to provide to all regular full-time employees the same medical and dental insurance programs offered to all Station employees. The employees may choose coverage from any one of the plans offered. Employee cost for the chosen coverage will be the same as the cost for all Station employees. Employees who are regularly scheduled to work a minimum of thirty-five (35) hours per week may participate in the above benefit programs. The Employer retains the right in its discretion to offer, under terms and conditions set by the Company in its sole discretion, to those not classified as regular full-time employees under this Agreement but who are considered by the Employer to be full-time employees under Univision policy, either participation in one or more of the above benefit programs or another plan option. If coverage is offered to such employees, however, the cost will be set by the Employer in its discretion. The Employer retains the right to add, delete or alter any of the offered plans at any time.

Notwithstanding the above, the Employer shall have the right, in lieu of its current benefits, to: (a) utilize a health insurance exchange or marketplace governed by the ACA or a private exchange or marketplace to obtain insurance coverage for employees, provided that coverage complies with the ACA; or (b) cease providing health insurance at all, such that employees will be solely responsible for obtaining

health insurance at their cost, whether through a health insurance exchange or other means, so long as it treats bargaining unit employees the same as other Company employees with respect to these matters.

#### Section 13.2 - Life Insurance

The Employer will provide life insurance to regular full-time employees covered by this Agreement in an amount equal to two (2) times their current base annual earnings rounded to the nearest thousand, at no charge to the employees.

#### Section 13.3 - Savings and Retirement Plan

All employees covered by this Agreement shall be eligible to participate in the CWA Savings and Retirement Trust (CWA-SRT). The Employer will contribute to the CWA-SRT a matching contribution equal to the employee's pre-tax contributions up to a maximum of five percent (5%) of the employee's covered compensation as defined in the CWA-SRT.

#### Section 13.4 - Tuition Reimbursement

Employees hereunder will be eligible for the Univision tuition reimbursement program under the terms and conditions as set forth in such program during the period of the employee's participation in such program.

# <u>Section 13.5 - Part Time. Temporary. and Per Diem Additional Pay in Lieu of Benefits</u>

Part-time, temporary, and per diem employees who do not participate in a medical benefit plan offered by the Employer, if any, will receive an amount equal to an additional four percent (4%) of their gross pay from the Employer.

# <u>Section 13.6 – Family and Medical Leave; Short-Term Disability; Salary Continuance; and Paid Parental Bonding Leave</u>

The Company hereby agrees to grant family and medical leave, short-term disability leave, salary continuance, and paid parental bonding leave to all full-time regular staff employees covered by this Agreement in accordance with the terms of the Family Care and Medical Leave Policy, Short-Term Disability Plan, Salary Continuance for Non-Occupational Medical Disabilities Program, and the Paid Parental Bonding Leave Policy of Univision. The Company has the right to unilaterally modify the Family Care and Medical Leave Policy, Short-Term Disability Plan, Salary Continuance for Non-Occupational Medical Disabilities Program, and the Paid Parental Bonding Leave Policy, at any time, provided that the aforementioned full-time regular staff employees continue to receive the same policy, program, and/or plan benefits, and under the same conditions, as similarly situated non-bargaining unit non-management employees of Univision.

# ARTICLE XIV <u>Safety - Hazardous Assignments</u>

### Section 14.1 - General Safety Standards

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 a hazardous assignment that may result in physical injury. The Employer agrees to meet as reasonably needed with employees designated by the Union to discuss health and safety issues related to bargaining unit employees.

## Section 14.2 - Lifting Limits

The Employer recognizes that employees are not required to lift equipment whose weight is excessive. 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.

#### **Section 14.3 - Transmitter Work**

No employee shall be required to climb a transmitter tower. No Engineer at the main transmitter may, unless another member of the Engineering Department is present, be required to do any hazardous work or any work during operating hours which requires them 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.

# Section 14.4 - Safety

- a. An Employee(s) who believes that an unsafe condition exists with respect to his or her work shall be permitted to note such concerns on an S.A.F.E. (Safety Action for Employee) form provided by the Employer. Said form shall be reviewed by the Employer regarding necessary action.
- b. While it is expressly understood and agreed that the right of assignment lies with the Employer, an employee(s) at the pickup site who has assessed the situation need not commence a hazardous assignment or, if the assignment has already begun but has become hazardous, may withdraw to a position of safety at or near the site of the pickup. In either event, such employee(s) shall use his or her best efforts to fulfill the assignment. An assignment is "hazardous" only if its performance (or continued performance) necessarily entails an immediate and significant risk of a serious physical injury to the

employee(s). Any decision not to begin or continue to perform a hazardous assignment must be made in good faith, must be reasonable under all of the circumstances, shall not be regarded as insubordinate and be communicated as soon as possible to the appropriate assignment personnel or other Management personnel. However, if after communication with Management a conflict exists between an employee's decision and Management's decision regarding the performance of an assignment, Management's decision shall prevail. In such a case, the employee may file an "assignment under protest" form. The Employer agrees to meet quarterly with the Union and employees designated by the Union to review and discuss all "assignment under protest" forms submitted by bargaining unit employees in the prior quarter.

# ARTICLE XV Miscellaneous

#### Section 15.1 - No Discrimination

Neither the Union nor the Employer will discriminate against any employee because of Union membership or activity, race, creed, sex, age, national origin, marital status, sexual orientation, disability or any other status protected by federal, state or local law.

Notwithstanding any other provision of this Agreement, the Employer shall have the right to reasonably accommodate a qualified individual with a disability, as required by law. When the Employer has determined that an accommodation request may be necessary which requires a deviation from the terms of this Agreement, it shall notify the Union of the requested accommodation. The Union may submit

suggestions for alternative accommodations within five (5) working days of the Employer's notice to the Union, and thereafter a meeting will be held between the Employer and the Union to discuss the Union's suggestions. The Employer, however, shall retain the sole discretion to determine the accommodation that will be provided.

#### Section 15.2 - Job Postina

The Employer agrees to post notices of vacancies in job classifications covered by this Agreement. Such notices shall be posted on Station bulletin boards for at least one (1) week. In filling such vacancies, the Employer will give consideration to qualified employees in the bargaining unit who apply for such positions. When the Employer is made aware of vacancies at other Univision television stations, the Employer will attempt to post notices of such vacancies as well; it being understood, however, that the Employer has no responsibility for filling such vacancies and, if any employee is interested in such vacancies, the employee is solely responsible for pursuing such positions with the other station(s). Upon receipt of job notices, the Union may place such notices on the Union's website.

#### Section 15.3 - Shift Preference

The decision on shift assignments and scheduling hours of work and days off is reserved exclusively to the Employer. Prior to the scheduling of shifts, employees may submit their shift preferences to be used solely for the purpose of assisting the Employer in assigning shifts when all other requirements, qualifications, and criteria for the shift are met to the Employer's satisfaction.

#### Section 15.4 - Union Visitation and Bulletin Board

a. Duly authorized representatives shall, upon prior notification and scheduling with the Station's General Manager or his/her authorized representative, be

permitted access to the Employer's premises or work sites where bargaining unit employees are employed for the purpose of administering the provisions of this Agreement. Such visitation shall be done at reasonable hours and in such a manner as not to interfere with the normal operations of the Employer.

b. The Employer agrees to furnish a bulletin board at the Station for the Union to post notices of official Union business to employees.

## Section 15.5 - Business and Travel Expenses

The Employer shall reimburse employees for all reasonable expenses incurred by employees in the course of performing their assigned job duties, including mileage reimbursement at the applicable Internal Revenue Service (IRS) rate (any mileage rate change by the IRS will be applied to the bargaining unit by the Company within thirty (30) days of such change) when employees use their own vehicles for transportation in connection with their assigned duties. The Employer may require the employees to submit expense forms and applicable receipts for expenses in conformity with the Employer's regular expense reimbursement policies.

#### Section 15.6 - Automobile Insurance

a. The Employer shall cause the insurance protection of the automobile liability policy which it maintains to provide excess liability insurance protection up to One Million Dollars (\$1,000,000.00) for an employee who uses his/her personal or leased automobile on an Employer assignment. Such policy shall provide liability coverage only for bodily injuries to others or property damage sustained by others, incurred while such employee so uses such automobile, and the insurance protection shall be to the same extent and manner as, and under the same limitations, terms and conditions as such insurance policies afford protection to the Employer.

b. Whenever it is used in this Section, the term "automobile" shall be defined as any land motor vehicle (excluding trailers, semi-trailers and mobile equipment) designed for travel on public roads.

## Section 15.7 – Successors and Assigns

In the event that the Company is sold in the form of an equity transaction, then the Company and the Union shall continue to adhere to the terms of this Agreement for its duration.

In the event that the Company sells any of its assets in the form of an asset transaction, and the purchaser hires as a majority of its employees, employees who are bargaining unit employees at the time of the sale, then the purchaser shall be required to assume and adopt this Agreement for the balance of its term from and after the date of the purchase, and the Union assents to the purchaser's assumption and adoption of this Agreement for the balance of its term from and after the date of the purchase and employment of the bargaining unit employees hired by the purchaser.

# ARTICLE XVI Work Covered

#### Section 16.1 - Assignment of Work

The work covered in subsection (a) through (g) of this Section 16.1 shall be that work assigned by WGBO to be performed within the Chicago DMA: currently McHenry, Lake, DeKalb, Kane, Dupage, Cook, LaSalle, Kendall, Grundy, Will, Kankakee, Lake, IN, Newton, Jasper, Porter, LaPorte Counties. The Union will be notified in writing by the Company within 60 days or any addition or subtraction in this DMA.

- a. <u>Maintenance Technicians.</u> The work covered shall be work commonly performed by Maintenance Technicians, including but not limited to work in connection with the installation, operation, maintenance, repair and removal of broadcast, television, film and audio equipment and apparatus by means of which electricity is applied in the transmission or transference, utility technical support (meaning engineering work in the field with respect to setting up and taking down technical support equipment in conjunction with mass public events, demonstrations, or the like), production or reproduction of voice, sound, or vision, including all types of recordings.
- b. <u>Operations Technician I.</u> The work covered shall be work commonly performed by more experienced technicians in master control and studio control operations including, but not limited to, master control, directing, technical directing, audio operations, robo-cam, lighting operations, lighting control, non-linear recording and editing and other similar or related engineering or technical functions.
- c. Operations Technician II. The work covered shall be work commonly performed by less experienced technicians in the Engineering Department including, but not limited to, assistant directing, teleprompter, videotape operations, electronic graphics operations, floor directing, filing and retrieving video as needed for other station departments and employees (except with respect to filing and retrieving video by news department employees), and other similar or related engineering or technical functions.
- d. <u>News Writers.</u> The work covered shall be work commonly performed by News Writers, including but not limited to work in connection with the compiling,

writing, editing, condensing and processing of news materials for news programs.

News writers shall work closely with the News Producer(s) and News Director in determining story ideas, formats and methods of presentation.

- e. <u>Photographer/Editor</u>. The work covered shall be work commonly performed by Photographer/Editor, including but not limited to the shooting, gathering, assembling and editing video materials for programs, program segments, advances, opens, closes, promotions and teases, including sound bites, voice overs and packages. This work shall also include, but not be limited to, operation of ENG/SNG vehicles plus non-linear recording and editing.
- f. <u>Assignment Editor</u>. The work covered shall be work commonly performed by Assignment Editors including but not limited to, under the direction of News Producer(s) and News Director, assisting with planning; suggesting story ideas for news coverage; monitoring news services, including the internet in order to keep current with developing news events; assisting in setting up interviews for reporters and talent; communicating questions composed or approved by supervisors for reporters; and coordinating crew lunches. The Assignment Editor shall work closely with the News Producer(s) and News Director in selecting and assigning news stories and communicating with appropriate Station personnel.
- g. <u>Director/Technical Director</u>. The work covered shall include, but not be limited to, directing all on-air elements, and audio and video of a station television program or segment. Work shall also include, but not be limited to, blocking, coding of rundown and production execution of a newscast, pre-recorded shows, live cut-ins, pre- recorded cut-ins and station ID's. The Technical Director may perform the tasks of Operations

Technician I and II. Nothing in this description is intended to conflict with or violate Article 16 Section 16.2(f). Employees who perform the work of both Director and Technical Director simultaneously will receive pay in accordance with the Director/Technical Director classification. The selection of employees for the position of Technical Director will be made by the Employer in its discretion and will not be filled by seniority.

### Section 16.2- Work by Non-Bargaining Unit Personnel

a. It is intended that bargaining unit personnel shall have the primary responsibility for performing the duties described in Section 16.1. The Employer may assign work commonly performed by employees within the bargaining unit to outside independent contractors, as that term is defined by law. The Employer will offer an alternative position to all full-time qualified employees who would otherwise be laid off as a result of the Employer's decision to subcontract work commonly performed by employees within the bargaining unit. For the purposes of this section, a decision to 'subcontract' shall not include, and hence the conditions on subcontracting shall not apply with respect to the Employer's decision (1) to cease providing or to reduce a particular service or function; (2) to eliminate, reduce or make other changes in the Employer's broadcast programming; or (3) to share, consolidate, or centralize programming, services, or functions with the Univision network or with other Univision Communications, Inc. affiliates.

An employee will be deemed 'qualified' for an alternative position pursuant to this section if, in the Employer's good faith determination, he or she meets the minimum qualifications for the position and can perform the duties of the position to a level acceptable to the Employer immediately or within forty-five (45) calendar days of the

employee being in the new position. An employee who does not perform to a level acceptable to the Employer within that time period shall be subject to lay off.

- b. The following shall apply with respect to work performed by managers and supervisors and with respect to warranty work.
- (i) Except as provided in paragraph (v) of this Section 16.2b, nothing in this Agreement shall limit the right of management or supervisory employees of the Employer to use or operate any equipment or to perform any tasks in connection with performance of the work of the Employer.
- (ii) The Employer in its discretion may attempt to obtain bargaining unit members to perform such work before or after management or supervisory employees perform the work. The parties recognize the desirability of keeping lines of communication open to discuss utilization of bargaining unit members with respect to the matters set forth in this Section 16.2b.
- (iii) For the purpose of this section, management or supervisory employees are the Station's General or Station Manager and the Employer's supervisors and managers in the following departments: news, operations, production, engineering (including the Director of Technology and Assistant Director of Technology), promotions, traffic, public affairs, marketing, creative services, human resources and any other department created by the Employer that either is involved in the production of on-air broadcast programming or services the equipment, used at the Station, including equipment used for on-air broadcasts. An Employee who substitutes for an absent manager or absent supervisor shall have the same rights to perform work as the regularly assigned manager or regularly assigned supervisor.

- (iv) The Employer will supply the Union with a current list of the regularly assigned supervisors and managers who are eligible to perform bargaining unit work.

  The Union will be given written notification, within two weeks of any change in such list.
- (v) It is understood that at the time the Employer posts the Schedule pursuant to Section 6.6 of this Agreement, managers and supervisors will not be scheduled to work on the WGBO News Photographers/Editors Schedule, the WGBO News Schedule, the WGBO Production Schedule or the WGBO Engineering Schedule.
- (vi) Nothing in this Agreement shall prohibit or limit the performance of warranty work by equipment manufacturers or others. The Employer, in its discretion,

may assign bargaining unit employees to assist or observe the performance of warranty work by equipment manufacturers or others.

- (vii) It is understood that disputes under this Section are subject to the grievance procedure, except with respect to those provisions within the Employer's discretion.
- c. Whenever possible, as determined by the Employer, bargaining unit employees will be assigned to assist the Director of Technology, Assistant Director of Technology, contractors or manufacturers' representatives in order to train on new equipment or to learn new maintenance and operating procedures.
- d. Notwithstanding anything in this Agreement, the News Director and News Producers may write, rewrite, condense, process, or edit written or graphic material for broadcast, and anchors and reporters may perform the same functions on their own written or graphic material.
- e. Employees from the Creative Services Department may produce, write, shoot and edit promos, public service announcements, commercials and other news or

programming material. No bargaining unit personnel on regular staff as of March 23, 2023 shall be laid off during Term of this collective bargaining agreement (March 1, 2021, through February 28, 2026) as a direct result of any of the aforementioned work being performed by the Creative Services Department.

- f. In addition to other provisions of this Agreement, non-bargaining unit personnel may operate technical equipment to produce live or prerecorded morning news briefs.
- g. Student interns as part of their instruction and training, may perform any of the above work under the direction of bargaining unit personnel or supervisors, but they may not be used to replace bargaining unit personnel except in case of emergency, in which event the necessary bargaining unit personnel shall be called in to work within two hours.
- h. The Creative Services Department may create and provide moving and still graphics for use during any WGBO news show. The Company may use, at its discretion, bargaining unit employees to create such moving and still graphics. However, bargaining unit employees will provide, for such moving and still graphics:
  - (i) Sound Effects
  - (ii) Music
  - (iii) Voice Overs
- (iv) The transfer of completed moving or still graphics to any tape or digital format, except for sweeps opens that originate from promos.
- (v) The video photography of anchors and reporters or any other subject that is contained within any moving or still graphic shall remain within the primary jurisdiction of the bargaining unit. However, it is understood that original drawings, graphic

banks, graphic libraries and images within books for the purposes of creating and providing moving and still graphics are not within the primary jurisdiction of the bargaining unit.

- i. The parties agree that the following functions are examples of those that may be performed by persons not employed by the Station: (a) work performed by employees of other Univision Communications, Inc. divisions, subsidiaries or affiliates or any third party, news, cross promotional or other strategic corporate partners who are not employed by WGBO; (b) use of stringer and/stringer video; (c) production or use of all feeds, tapes or other media from:
- (i) Univision Network, Unimas Network, Unimas affiliates, Galavision, and other Univision Communications, Inc. affiliates; or
- (ii) Local, national, and international providers and/or members of news, sports, weather and traffic information; feeds referred to herein can be obtained by WGBO from satellite, microwave, telephone, internet or similar method; or
- (iii) viewers. Viewers may contribute material or content to the Station using email, social media, or internet upload technology, as long as that material has not been solicited from the individual viewer by the Station.

The Statement of Intention regarding Section 16.2(i) is attached hereto.

- j. On-air talent engaged by the Company can operate prompter or mics for their own broadcasts.
- k. It is understood and agreed that the Company may accept for broadcast without limitation live and/or recorded non-WGBO-produced news and program material, portions of programs (live inserts or segments of any length) and entire

programs. This includes material supplied by any news and other information gathering organizations.

# ARTICLE XVII Entire Agreement

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Changes in, or amendments to, the terms of this Agreement may be made at any time by mutual agreement of the Employer and the Union. When amendments or revisions are so made, they shall be reduced to writing and executed in the same manner as this Agreement.

# ARTICLE XVIII Conformance With Law

In the event that now or hereafter there is any state or federal law, or any directive, order, rule or regulation made pursuant thereto which is in conflict with the provisions of this Agreement and is mandatory, the same shall supersede any provision or provisions of this Agreement which is in conflict therewith, and shall thereafter govern and control the relations and conduct of the parties so long as such law, order, directive, rule or regulation shall remain in effect.

# ARTICLE XIX Duration

# Section 19.1 - Term of Agreement

This Agreement shall become effective on March 1, 2021 and shall automatically remain in effect up to and including February 28, 2026 and shall automatically renew itself

from year to year thereafter unless written notice to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than sixty (60) days prior to its expiration date or the expiration date of any renewal thereof.

# Section 19.2 - Notice of Intention to Terminate or Amend

Whenever such notice is given, the parties will promptly enter into negotiations. In the event either party gives notice of proposed modifications and negotiations do not result in an agreement by the anniversary date to modify or extend this Agreement, either party may serve upon the other party a ten (10)-day written notice terminating this Agreement.

The terms and provisions of this Agreement shall continue in full force and effect from the date of such notice until the expiration date or the end of such ten (10)-day period whichever is the later.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers and representatives have caused this Agreement to be executed on the day and year first above written.

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, LOCAL 41, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

President, NABEX-CWA Local 41

Sector President, NABET-CWA

UNIVISION TELEVISION GROUP, INC. for its Television Station WGBO-TV

Director, Labor and Employee Relations

ATTACHMENT 1 CHECKOFF AUTHORIZATION

I hereby authorize Station WGBO-TV to deduct monthly from my wages a sum equal to

1.67% of my total earnings for the previous monthly period, including all overtime and

penalty payments, on account of membership dues to NABET.

I further authorize the Station, when notified in writing to do so by the Local Union, to

deduct from my wages on account of dues and/or initiation fees payable to that Local

Union (amount of percentage to be deducted).

The sums thus to be deducted are hereby assigned by me to NABET and are to be

remitted by the Station to the Union 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 Univision Television Group, Inc. and

National Association of Broadcast Employees and Technicians, Local 41,

Communications Workers of America, AFL CIO, whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods

beyond the irrevocable period set forth above and each subsequent yearly period shall be

similarly irrevocable unless revoked by me within ten (10) days prior to the expiration of

any irrevocable period hereof. Such revocation shall be effected by written notice by

certified mail to the Station and the Union within such ten (10)-day period.

**Print Name** 

Signature:	Date:	

# **LETTER OF AGREEMENT**

Re: Union Initiation Fees

During the term of this Agreement, the Union agrees that all bargaining unit employees at WGBO shall be entitled to join the Union for one-half (1/2) the regular initiation fees which shall be payable over a period of twelve (12) months.

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, LOCAL 41, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO	UNIVISION TELEVISION GROUP, INC. for its Television Station WGBO-TV
Ву	By:

### **MEMORANDUM OF UNDERSTANDING RE: SECTION 16.2(a)**

In implementing Section 16.2a of the Collective Bargaining Agreement the following shall apply:

- 1. A full-time employee who is offered an alternative position pursuant to Section 16.2a shall have the option of declining that position and receiving severance pay as set forth in Section 9.4b of the Collective Bargaining Agreement. Employees electing to receive severance pay will lose their seniority as provided under Section 9.3 and will not be eligible for recall under Section 9.5.
- 2. Any displacement of an employee by an independent contractor as a result of the second sentence of Section 16.2a shall not violate the requirements of Section 15.1 and shall be consistent with the layoff provisions of Section 9.4a, to wit, displacement shall be in the classification in the following order: probationary employees, part-time employees, full time employees with the least bargaining unit seniority (Consistent with Section 9.4 of the CBA, Operations Technicians I and II shall be treated as single classification).
- 3. A full-time employee who is displaced by an independent contractor and who does not perform to a level acceptable to the Employer within the forty-five (45) calendar days referred to in paragraph 16.2a and hence is laid off shall have recall rights as set forth in Section 9.5. The duration of said recall rights shall be computed from the date of the employee's displacement by the independent contractor.

**LETTER OF AGREEMENT RE: SECTION 16.2(h)(e)** 

This is to confirm the understanding of Univision Television Group, Inc. and

NABET- CWA regarding Section 16.2(h)(e) of our collective bargaining agreement as

expressed during our bargaining session of October 30, 2004. During that session the

parties stated their mutual understanding that consistent with the second sentence of

16.2(h)(e); retrieving/capturing digitized video is not within the primary jurisdiction of the

bargaining unit.

Very truly yours,

Lawrence I. Kipperman

45

## STATEMENT OF INTENTION REGARDING NEW SECTION 16.2(i)

The Employer assures the Union that when its work is performed by those specifically referenced in 16.2(i) sections (a) and (c) and its subsections (i) and (ii) such persons shall remain employees of their own entity and not be regarded as employees of WGBO; hence, such individuals shall not be covered by the Agreement. The performance of such work assignment within the Chicago DMA shall not result in (a) the layoff of any full-time bargaining unit member; or (b) the reduction of any full-time bargaining unit employee's posted scheduled, i) work day, ii) work week, or iii) overtime. Any allegations that a violation has occurred in connection with this Statement of Intention shall be subject to the grievance and arbitration procedures.

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, LOCAL 41, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO	UNIVISION TELEVISION GROUP, INC. for its Television Station WGBO-TV
Ву	By:
Date	Date

#### SIDELETTER REGARDING WORK FOR OTHER ENTITIES

As provided by the existing Agreement, employees may be assigned by WGBO to perform work for WGBO or other entities, including affiliated entities of Univision Communications, Inc., ("UCI") and entities involved in third-party news, cross promotional or other strategic corporate partnerships with UCI. The Union agrees that any assignment of work for an entity other than WGBO may be temporary and may be withdrawn at any time by WGBO. The Union agrees that it neither has nor will have a jurisdictional claim to any work assigned to employees for entities other than WGBO. The Union also agrees that it will not assert any right to continue to perform this work, except for work designated by the Agreement as being within the scope of the Union's jurisdiction.

Full-time employees shall be subject to the Agreement with respect to work which they perform under this Side Letter within their WGBO posted work schedule as modified pursuant to Section 6.6 of the Agreement.

The following applies to, (a) full time employees with respect to work which they perform under this Side Letter outside of their WGBO posted work schedule as modified pursuant to Section 6.6 of the Agreement, and (b) part-time employees with respect to work which they perform under this Side Letter anytime: Hours worked and expenses incurred will be considered as hours worked or expenses incurred for WGBO under the Agreement for purpose of calculating or applying:

- Check off/Indemnification (Sections 2.2 and 2.3)
- Grievance and Arbitration Procedure (Article V) (as applicable to the terms of this Side Letter)
- Meal Periods (Section 6.4)

- Rest Periods (Section 6.5)
- Turnaround (Section 6.9)
- Overtime (Section 6.10a and b)
- 4 Hour Guarantee (Section 6.10c)
- Holidays (Section 7.1)
- Wages (Article X)
- Travel time and Expenses (Article XII)
- Safety (Article XIV)
- Business and Travel Expenses (Section 15.5)
- Automobile Liability Insurance (Section 15.6)

Hours worked times set forth in (a) or (b) of this paragraph shall not be considered for purposes of calculating or applying any other provisions of the Agreement including but not limited to Section 9.6 of the Agreement.

In addition an employee who performs work pursuant to this letter for an entity other than WGBO which is of a type assignable under Article X, Section 10.1 of the Agreement shall receive his contractual hourly rate. However, the employee shall receive upgraded pay under the conditions set forth in the first paragraph of Article X, Section 10.5 if any temporary assignment is to perform work which if performed under the Agreement would result in an upgrade. In the event that an employee is asked to perform duties of a type which are not assignable under Article X, Section 10.1, the Employer will discuss such assignment with the Union, it being understood that the affected employee

shall receive no less than his contractual hourly rate for such work.

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, LOCAL 41, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO	UNIVISION TELEVISION GROUP, INC. for its Television Station WGBO-TV
By:	By:
By:	By:
Date	Date:

#### SIDELETTER REGARDING COMPUTER SYSTEMS

Notwithstanding any other provision of this Agreement or any arbitration award, grievance settlement or practice to the contrary (except as set forth in paragraph 5 below):

- 1. (a) Persons, whether or not covered by the NABET-CWA / WGBO Agreement, may operate computer systems in the performance of their work functions. (The term computer system is understood to include, but not be limited to, any or all of the following: processors, microprocessors, terminals, modems, keyboards and other input devices, telephone lines and fiber optic and other related communication and data transmission equipment, printers, memory devices, and other peripheral equipment and software). Such operation may be performed in any area or location to collect, input and process data and may include, without limitation, (i) entering material into the memory or storage of any equipment used by NABET-CWA employees in the performance of their work under this Agreement or into a digital-analog video converter card (wherever located) and/or recalling such material to air; (ii) entering instructions into a computer system which may control the operation of any other equipment on which NABET-CWA employees perform work (e.g., for recording, editing, sequencing and/or triggering the playback of video files directly to air, to direct the movement of cameras, to operate switchers, etc.); (iii) encoding scripts and other material for use in "closed captioning"; (iv) entering and electronically transferring material to electric prompting devices for any use. including during rehearsal and/or broadcast; and (v) loading and unloading disc-packs, tape or any other storage medium used in connection with such computer system. provided a NABET-CWA-represented employee or employees shall continue to operate equipment if necessary to the performance of their exclusive work functions when the internal memory of the equipment is receiving the data and/or instructions from such computer systems; and (vi) input data or instructions into a computer system for the purpose of, including, but not limited to, scheduling or moving any on-air elements, reporting discrepancies and maintaining the station log.
- (b) In addition to WGBO NABET-CWA-represented employees who are permitted to perform news writing, producing and assignment editing covered by this Agreement, persons other than NABET-CWA-represented employees who are permitted to perform a function(s) covered by this Agreement may operate such keyboards and other input devices for either input, transfer, or recall in order to perform such functions and, in addition, any person may remove, distribute and otherwise handle any printed output produced.
- (c) Any material gathered and/or created by a non-WGBO news and/or other information-gathering or production service organizations and by non-WGBO graphics service organizations (including, but not limited to, Associated Press International, Metro Traffic, Reuters, News Election Service, National Weather Service and any other non-WGBO organization whose services or products are provided to multiple stations or outlets in the broadcast industry (albeit specific to individual stations or markets) may be used for any purpose in connection with any other equipment used by NABET-CWA employees, including, but not limited to, insertion in the memory of such equipment, either by direct connection from the non-WGBO organization or indirectly through a storage

medium or by any other means, provided that a NABET-CWA-represented employee or employees shall continue to perform whatever operations (if any) of the equipment are necessary when the internal memory of the equipment is receiving the data and/or instructions.

- (d) Equipment covered by the NABET-CWA / WGBO Agreement may confirm to a computer system, as defined in subparagraph (a) above, the receipt of data and/or instructions and/or the execution of instructions from any source without the assignment of a NABET-CWA-represented employee.
- (e) Computer systems referred to herein are not equipment under the jurisdiction of the NABET-CWA / WGBO Agreement nor shall NABET-CWA assert any jurisdictional claim with regard thereto because of the fact that such computer system is connected to such equipment and/or is used to collect, input and process data which, subsequently, is used in the memory of such equipment for the purpose and in the manner described in (a), (b), (c) and/or (d) above.
- 2. Management may assign NABET-CWA-represented employees to perform any of their work on computer systems. In no event shall the performance of such work on a computer system be prejudicial or precedential to the determination of jurisdiction over other work performed on those computer systems.
- 3. It is expressly understood that nothing in this Sideletter will affect the Company's right, if any, to use existing exceptions or any other provisions of the NABET-CWA / WGBO Agreement.
- 4. The provisions of this Sideletter and practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving the use of such equipment and systems for the purpose described herein, nor shall the inclusion of any provision herein be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the NABET-CWA / WGBO Agreement."
- 5. No NABET-CWA-represented engineer on regular staff as of March 1, 2019 shall be laid off during the term of this agreement as a sole and direct result of such computer systems work by non-unit persons in accordance with the terms of this Sideletter.

#### SIDELETTER REGARDING DIGITAL CAMERAS

The Company recognizes and appreciates the unique contribution its NABET-CWA-represented engineers have made on a daily basis throughout the years in gathering material for broadcast by the Company, and it is committed to continuing to use its NABET-CWA-represented engineers as its primary workforce in the future for such work. However, the parties recognize that the Company may assign other than NABET-CWA-represented employees to gather material for broadcast utilizing digital cameras capable of being hand-held (including, but not limited to, VX 2000, Sony PD 170, Sony PD 150, Sony V1U, Sony Z1U, Sony FX 1000, TRV 11, TRV 19, Samsung SCH-80, Canon XL-1, PC 109 or other similar cameras) and digital devices (including, but not limited to, iPads and iPhones). Therefore, the parties agree as follows regarding the utilization of such digital cameras by such non-unit personnel (there are no restrictions on digital devices as those are outside of NABET-CWA jurisdiction):

- 1. Non-unit persons may use such cameras when such use is combined with (but which may or may not be performed simultaneously with) other work or functions which (i) such person normally performs, (ii) are outside the scope of the exclusive duties of a NABET-CWA-represented employee, and (iii) are in connection with the same program or same material. Operation of such cameras by such non-unit persons shall not be their primary function.
- 2. A non-unit person may also use such cameras if he/she has specialized knowledge or special access to a location or event due to such person's identity or particular involvement in an event (e.g., an undercover or investigatory news story), or relationship to a news story or to persons related to such story.
- 3. In both 1 and 2, above, such person need not perform all of the work in connection with such program or material. If there is more than one (1) such person in connection with the same program or the same material, the Company shall determine whether and how the work shall be distributed among such persons, and it need not assign any of the work to each such person.
- 4. Nothing herein shall prohibit the Company from assigning any or all of the work to a NABET-CWA-represented engineer.
- 5. NABET-CWA-represented engineers may, in combination with their normal work functions, be assigned to perform news production duties in accordance with this Agreement.
- 6. Non-unit persons may utilize any associated equipment in conjunction with the operation of digital cameras pursuant to this Sideletter, including, but not limited to tripods, monopods and microphones (including wireless mics and their receivers). Material

obtained by a non-unit person pursuant to this Sideletter may be transmitted by such person.

- 7. No NABET-CWA-represented engineer on regular staff as of March 1, 2019 shall be laid off during the term of this Agreement as a direct result of the use of such cameras by non-unit persons in accordance with the terms of this Sideletter.
- 8. The terms of this Sideletter are without prejudice to the contractual positions of the parties regarding the utilization of digital cameras and the application of the Computer Sideletter thereto. The provisions of this Sideletter are applicable only to the equipment, personnel and operations described and any assignments involving the use of such equipment shall not create a precedent or a practice. Moreover, the inclusion of any provisions herein shall not be construed as implying that it sets forth rights or obligations which either party does not otherwise have under the Master Agreement or that it limits or restricts such rights.
- 9. During the term of this Agreement, the Company and the Union shall meet on no less than a semi-annual basis in Chicago (or elsewhere by agreement) to review any problems or disputes arising out of the utilization of this Sideletter. No grievances may be filed with respect to this Sideletter until the parties have thoroughly reviewed and discussed such problems or disputes at these meetings.

With respect to any problems or disputes which are not resolved at meetings held pursuant to this paragraph, it is agreed that the Union may file formal grievances within forty-five (45) days after the conclusion of said meetings, and, except as provided in paragraph 10 below, that any such grievances may be referred to arbitration on a national basis by either party. It is further agreed that the Company may not object to the arbitrability of any such grievances on the grounds of timeliness, except for defenses based upon the time limitations contained in this paragraph.

10. It is understood between the parties that any litigation, including, but not limited to, any grievance, arbitration, NLRB matter or other proceeding concerning the application of this Sideletter shall be limited to alleged violations of its enumerated paragraphs 1 through 9.

### SIDELETTER REGARDING SICK DAY BANKS

Sick day banks that exist as of November 1, 2019 shall be paid down to a maximum of two (2) weeks per employee by December 31, 2021. During the second week of December, employees who have accumulated fifty (50) or more days in their sick bank shall sell back at least fifteen (15) of their unused sick days at fifty percent (50%) of their then-current daily rate. Employees who have accumulated less than fifty (50) days in their sick bank shall sell back at least ten (10) of their unused sick days at fifty percent (50%) of their then-current daily rate.



SIDLEY AUSTIN LLP ONE SOUTH DEARBORN CHICAGO, IL 60803 (312) 853 7000 (312) 853 7036 FAX BEIJING BRUSSELS CHICAGO DALLAS FRANKFURT GENEVA HONG KONG LONDON LOS ANGELES NEW YORK PALO ALTO SAN FRANCISCO SHANGHAI SINGAPORE SYDNEY TOKYO WASHINGTON, O.C

lklppermln@11dley com (312) 853-7H1

FOUNDED 1866

April 27, 2011

Mr. Charlie Braico, President NABET-CWA Local 41 203 N. Wabash - Suite 2118 Chicago, IL 60601

Re: ENG/SNG Field Operations/Live Shots

#### Dear Charlie:

During the course of the 2010 negotiations, the parties engaged in extensive discussions related to ENG/SNG field operations and live shots. Accordingly, during the term of this Agreement, the parties agree that the lines of communication will be kept open between News Management and NABET-CWA represented field crews in an effort to anticipate and pre-plan for large scale coverage of news events. election coverage, sports celebration rallies, and other events with large scale attendance). On any non-planned event, where in the good-faith judgment of the assigned field personnel additional manpower is needed, such request shall be considered and evaluated by news Management in good faith.

Very truly yours,

UNIVISION TELEVISION GROUP, INC, FOR ITS TELEVISION STATION WGBO-TV



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FOUNDED 1866

April 27, 2011

Mr. Charlie Braico, President NABET-CWA Local 41 203 N. Wabash - Suite 2118 Chicago, IL 60601

Re: Supervisors/Managers Performing Bargaining Unit Work

#### Dear Charlie:

This letter sets forth the agreement between Univision Television Group, Inc.'s (WGBO-TV) and NABET-CWA Local 41 regarding the resolution of issues raised by Local 41 with respect to Sections 16.2(b)(ii) and 16.2(f) of our CSA. Univision agrees that promptly following the ratification of the new Collective Bargaining Agreement, it shall inform its managers and supervisors; (a) that when they use or operate equipment, or perform other tasks in connection with the performance of work as set forth in Section 16.2(b)(ii), or when other non-bargaining unit personnel perform such work as set forth in Section 16.2(f), that such supervisors and managers should consider attempting to obtain bargaining unit members to perform such work; (b) that if it is the intent of the Collective Bargaining Agreement that bargaining unit personnel shall have the primary responsibility for performing such work; and (c) that supervisors and managers attempts to obtain bargaining unit members to perform such work, will not be regarded negatively by Univision.

Very truly yours,

UNIVISION TELEVISION GROUP, INC, FOR ITS TELEVISION STATION WGBO-TV

#### SIDELETTER REGARDING NON-LINEAR EDITING SYSTEMS

The parties agree that the Computer Side Letter gives the Company full discretion in making assignments to non-linear computer editing systems, including, but not limited to, laptop computers using software editing systems such as Avid, Premier, Media Central, Media Composer, Edius, Dalet and FCP which, it is agreed, are included in the definition of computer systems of that Computer Side Letter.

It is further agreed that persons not covered by this Agreement may also operate any audio and/or color-correcting equipment which is not part of such systems, but is associated therewith or used in connection therewith, provided such operation is in conjunction with their assignment on such systems, but which may or may not be performed simultaneously.

To encourage the Company to continue to assign NABET-CWA-represented Employees to operate such non-linear computer editing systems, the Company will provide training, as necessary, to such Employees.

#### SIDELETTER REGARDING UNION LEAVE

The parties agree as follows:

- 1. Subject to operational requirements, employees who have been selected to work in an official capacity for the Union shall be entitled to a "Union Leave" leave of absence for the period during which they are performing their duties.
- 2. The Union shall determine whether requested Union Leave is to be designated as paid or unpaid.
- 3. Where the Union designates leave as unpaid, if the leave goes beyond four (4) hours the Company may use a 4-hour call to fill the position(s) affected. If the Company does not fill the position, the Union shall reimburse the Company for any leave which goes beyond four (4) hours.
- 4. Where the Union designates the leave as paid, the Company will keep track of the time and shall invoice the Local on a monthly basis.