

K# 9527

AGREEMENT BETWEEN  
KYW-TV/WPSG-TV  
AND LOCAL



80A



INTERNATIONAL  
ALLIANCE  
OF THEATRICAL  
STAGE EMPLOYEES,  
MOVING PICTURE  
TECHNICIANS,  
ARTIST AND  
ALLIED CRAFTS  
OF THE UNITED STATES,  
ITS TERRITORIES  
AND CANADA  
AFL-CIO, CLC

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**AGREEMENT** made this 17<sup>th</sup> day of September, 2015 between Television Stations KYW-TV and WPSG-TV, Philadelphia, Pennsylvania (hereinafter referred to collectively as the "Employer" or the "Stations" or hereinafter referred to separately as "KYW-TV" or "WPSG-TV"), owned and operated by CBS Broadcasting Inc.(KYW-TV) and Philadelphia Television Station WPSG Inc. (WPSG-TV), and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804") covering the bargaining unit employees of KYW-TV as defined in **ARTICLE I, SECTION 1.01 - RECOGNITION** below.

### **ARTICLE I – KYW-TV RECOGNITION**

**SECTION 1.01 – KYW-TV RECOGNITION:** The Employer recognizes the Union as the exclusive representative for collective bargaining for all television operators including operator-supervisors, technicians, camerapersons, and all other employees who operate equipment at the studio, transmitter, relay and remote pick-up stations, all scenic and title artists, property-persons, grips, floor managers, make-up persons, employees who inspect, clean, splice and tear down already prepared film, and those employees who operate any motion picture or still picture projector which is used in the reproduction of a picture, slide, chart, or title upon a television monitor, or receiver, whether for the purpose of preview, line show, or actual broadcast, and operator-trainees, excluding administrative assistants, chief operating engineer, transmitter engineers, television program managers, television program correlators, studio engineer, remote engineer, director of special events, television program directors, employees who make, produce or prepare original film, janitors, guards, receptionists, all clerical employees and all supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or to effectively recommend such action.

### **ARTICLE II-A – KYW-TV JURISDICTION**

**SECTION 2.01 - TERRITORIAL JURISDICTION:** Neither the Employees nor the Union shall have any jurisdictional rights, as provided in this Article, beyond a radius of fifty (50) miles (as hereinafter defined) except in the area of any city limits lying outside of fifty (50) miles of a city which may be bisected by a circle drawn on such fifty (50) mile radius and except any program originations from Atlantic City, N.J. "Miles" as used herein shall mean "statute" miles (measured in the air) from the main studio building of the Station to the point of origin of any program.

**SECTION 2.02 - PROGRAMS COVERED:** Further subject to the exclusions and limitations on jurisdiction set forth elsewhere in this Agreement, only local programs originating exclusively for KYW-TV produced by KYW-TV shall be within the jurisdiction as defined in this Article.

However, the Company agrees that if Eyemark Entertainment is producing a syndicated program wholly within one of KYW-TV's two main studios at 1555 Hamilton Street, that KYW-TV will make its best efforts to convince Eyemark Entertainment to utilize bargaining unit employees, who are qualified and readily available in the Company's opinion, to perform technical work on behalf of that syndicated program. Furthermore, pick-ups (defined as live/tape program inserts) for the network (CBS) or other stations, within the territorial jurisdictional area, shall be operated by Employees only if production responsibility for such pick-up is assumed by KYW-TV. In the event KYW-TV does not retain control over a production, e.g., simulcasts produced by another broadcaster or cable service, sports events produced by the local team, etc., then such productions shall not be within the jurisdiction as defined in this Article. It is understood that in the event the Employer retains control over the production of a program segment aired exclusively over KYW-TV in conjunction with a simulcast as defined above, the Employer shall assign Employees to cover such program segment.

Notwithstanding the above or any other provisions in this Agreement , the production of any material that is not broadcast by KYW-TV through its transmitter exclusively on its original/traditional public reception frequency for direct public reception or any technological means that directly replaces this transmitter delivery system of KYW-TV's original/traditional public reception frequency for direct public reception in the future, such as but not limited to fiber optics, shall not be under the exclusive jurisdiction of this Agreement. Therefore, the exclusive jurisdiction of this Agreement shall not extend to the production of broadcast material which is produced by KYW-TV and is transmitted by KYW-TV on other than KYW-TV's original/traditional public reception frequency, e.g., other public reception frequencies (television, radio, data, etc.) that may be granted to or acquired by KYW-TV or some other Company entity, cable, UHF signals, other VHF signals, AM/FM signals, digital program services, etc. As used in this Agreement, the term "broadcast by KYW-TV through its transmitter exclusively on its original/traditional public reception frequency for direct public reception" means the traditional analog program service or the single digital program service that directly replaces it. During the transition period from analog to digital television, this term shall refer to both the traditional analog program service and the digital program service which directly replaces it. After such transition period, this term shall only refer to the single digital program service which directly replaced the traditional analog program service.

**SECTION 2.03 - TRADE JURISDICTION:** The Employer agrees that, except as specifically set forth otherwise in this Agreement, only KYW-TV Employees within the bargaining unit, hereinafter referred to as "Employees", shall perform the duties listed below, so long as such duties are performed within the territorial jurisdictional area defined in **SECTION 2.01 - TERRITORIAL JURISDICTION**, and so long as such duties are performed directly in connection with the broadcast of programs as defined in **SECTION 2.02 - PROGRAMS COVERED**, or for auditions and rehearsals in connection with such broadcasts. "Broadcast" as used herein means any ethereal broadcast or rebroadcast by KYW-TV through its transmitter on its assigned public-reception frequency for direct public reception. The duties are:

1. Operate, maintain, and repair equipment including television lighting facilities of the Employer used in transmitting, recording on any type medium (including shooting and recording sound on film), converting and/or conducting audio, video, FM, and/or radio frequencies.

2. **MCR Audio/Video Switching:** Subject to **SECTION 2.06, Paragraph 1., Electronic/Computer Equipment, Operation, Control and Data Transfer**, MCR audio and MCR video switching, and remote starting of VTR machines, film projectors and audio producing equipment.

3. **Electronic Graphics/Art Work:** The Union shall have jurisdiction over all electronic graphics/art work prepared specifically for any broadcast, rebroadcast, audition or pilot produced or controlled by KYW-TV. (Not meant to include commercial art, graphics and photos. Not meant to include original art or reproductions necessary to program content. Exceptions will be made for religious or charitable programs.)

Furthermore, notwithstanding the above or any other provisions in this Agreement, individuals not covered by this Agreement may generate text, and assemble, composite and manipulate pre-produced graphic elements and/or animation/electronic graphics/art work without restriction in conjunction with editing material on "non-linear/digital" editing equipment. Such individuals shall not be subject to any of the terms and conditions of this Agreement as a result of performing such work.

In addition to the above, the Employer shall have the right to utilize outside contractors (such as, but not limited to employees of traffic/weather services, graphics/art software producers, etc.) and consultants to produce electronic graphics/art work covered by this Agreement, either within the Employer's facilities or outside those facilities. Outside contractors and consultants shall be free to create electronic graphics/art work, work-ups, story boards, etc., and such material may be used for broadcast by KYW-TV. However, reproduction, replication and/or modification of such work shall remain the exclusive jurisdiction of the Union. Such individuals shall not be subject to any of the terms and conditions of this Agreement as a result of performing such work. Moreover, an Employee will be assigned to work with such outside contractors/consultants described above, where in the sole opinion of the Employer, the opportunity to train and/or assist with such outside contractors/consultants exists.

4. **Scenic Construction:** Scenic construction, except the Employer shall have the right to utilize outside contractors to construct sets (either within the Employer's facilities or outside those facilities) and to assemble such scenic material that they have constructed. The Employer agrees, however, that when such an outside contractor is to perform the final assembly of a newly constructed set within either of the Employer's two main studios at Independence Mall East, that at least one bargaining unit employee will be assigned to assist the outside contractor. Moreover, notwithstanding the fact that outside contractors may construct/decorate sets within the Employer's facilities without restriction, the Employer agrees to discuss in advance with a representative of the Union whether consideration can be given to utilizing qualified bargaining unit Employees to perform some of the set construction/decoration work

that is performed within the Employer's facilities. However, the Employer's decisions shall be final and shall not be subject to grievance and/or arbitration.

In addition to the above, it is agreed that an electrical wiring of sets or set pieces may be performed by building maintenance employees or outside contractors.

**5. Previewing of Broadcast Material, Editing/Post-Production of Broadcast Material:**

(a) Individuals other than bargaining unit Employees may operate any technical equipment for the purposes of previewing any film or tape material for content, concept, timing, continuity, or for preparing editing instructions which can include time references to minutes and seconds and/or references to specific frame count.

(b) The Union shall not have jurisdiction over the editing and/or post production of material the original production (filming/taping) of which is not the Union's exclusive jurisdiction, e.g., public service announcements, demo-commercials, commercials, material not broadcast on KYW-TV's assigned public reception frequency for direct public reception, etc.

(c) **Linear/Analog Editing Equipment:** Notwithstanding any other provisions in this Agreement, the editing of any news/sports/weather material, including "voice-overs" and "voice-overs to sound" but not "packages", as these terms are understood in the trade, may be performed on "linear/analog" editing equipment by employees of the KYW-TV/KYW-AM News Department(s) (excluding interns and news production assistants). Such employees shall not be subject to any of the terms and conditions of this Agreement as a result of performing such work. Notwithstanding the above, the Employer agrees that no more than a total of five (5) news/weather "voice-overs"/"voice-over to sound", in addition to unlimited sports "voice-overs"/"voice-overs to sound", that initially air in KYW-TV newscasts from Monday through Friday, may be edited by employees not covered by this Agreement. The Employer agrees that the above referenced editing shall not be assigned to the above referenced employees to the extent it becomes the majority of such employee's work time in any calendar week.

(d) **Non-Linear/Digital Editing Equipment:** Notwithstanding any other provisions in this Agreement, the editing, production and/or post-production of any material, including but not limited to any news, programming, commercial or promotional material, may be performed without restriction on "non-linear/digital" editing equipment, by employees not covered by this Agreement. Such employees shall not be subject to any of the terms and conditions of this Agreement as a result of performing such work.

However, the Employer agrees that with respect to the employees not covered by this Agreement who may be assigned to the editing, production or post-production of any news/sports/weather material under this subparagraph (d) that the following limitations shall apply:

- i. Only employees of the KYW-TV/KYW-AM News Department(s) and television directors (but excluding interns and news production assistants) who are not covered by this Agreement may perform such work in connection with news/sports/weather material covered by this Agreement.
- ii. KYW-TV/KYW-AM talent shall only be assigned to perform such work in connection with material they have either gathered and/or written. Also, KYW-TV/KYW-AM talent shall not be assigned to perform such work to the extent it becomes the majority of such employees' work time in any calendar week.
- iii. No more than three (3) designated managers, in addition to show or newscast producers employed by the KYW-TV News Department(s), may perform such work in connection with news/sports/weather material covered by this Agreement in any calendar week. Such designations shall change upon notice being given to the Union. However, the Employer agrees that the above referenced three (3) designated managers shall be allowed to edit no more than a total of eighteen (18) news/sports/weather "packages" in their entirety on "non-linear/digital" editing equipment in any calendar month. Editing/re-editing a news/sports/weather "package" that has been partially edited or entirely edited by another employee(s) shall not count against the above numerical limitation of eighteen (18) news/sports/weather "packages". Also, the above referenced three (3) designated managers shall not be assigned to perform such work to the extent it becomes the majority of such employee's work time in any calendar week. The employer shall keep a monthly accounting on the I-News System, available for viewing by the Union shop steward.

Nothing in this Agreement shall be deemed to restrict individuals not covered by this Agreement from dubbing/recording any audio/video material into or out of "non-linear/digital" editing equipment.

**6.a. Studio Operations:** Handle all cue cards and cue talent while on camera. Cuing talent while on camera shall be defined as cuing as to camera direction, cuing talent as to movement on the set, and cuing talent by giving a continuous countdown by consecutive seconds going into or out of a program segment, e.g., five, four, three, two, one. Nothing in this Section, however, shall preclude the direct communication (and any equipment, if necessary, to do so) between producer, director, talent, and/or studio crew for the purpose of giving any information, including the above specifically referenced cuing directions, to the talent. A stage manager will be assigned to "studio operations" (except for News/Sports/Weather updates/inserts/cut-ins or News/Sports/Weather promotional announcements that do not exceed six (6) minutes in length) any time the above cuing functions are being performed, except as provided in **SECTION 2.07 - MISCELLANEOUS JURISDICTIONAL PROVISIONS, Paragraph 1. Unmanned Cameras** of this Agreement. [When a stage manager is required to be assigned as provided above, the above described cuing functions shall be performed by a Local 804 represented Employee in conjunction with his/her other assigned duties.] "Studio Operations" for purposes of this Section shall be defined to mean any time studio cameras are used within Studios "A" and "B" and hard wired to KYW-TV Control rooms.

**6.b. Non-Studio Operations:** Handle all cue cards and cue talent while on camera as defined above, when and only when, two (2) or more cameras at the same location are used in a shooting configuration which utilizes both talent and a director, and the video signal is switched between those two (2) or more cameras at the same location for that particular talent on a continuing or alternating basis. A stage manager will be assigned to non-studio operations only when the above conditions and functions exist. [When a stage manager is not assigned, the above described cuing functions shall be performed by a Local 804 represented Employee in conjunction with their other assigned duties.] Nothing in this Section, however, shall preclude the direct communication (and any equipment, if necessary, to do so) between producer and/or director and the talent for the purpose of giving any information, including any cuing information, to the talent.

**6.c. Remote Cuing Devices:** Nothing in this Agreement shall preclude directors from activating remote cuing devices, such as, but not limited to countdown clocks, etc., for News/Sports/Weather updates/inserts/cut-ins or News/Sports/Weather promotional announcements that do not exceed six (6) minutes in length.

**7. Make-up:** The application of make-up shall not be under the exclusive jurisdiction of this Agreement.

**8. Scenery, Sets and Props:** The placement, handling (except the assembly of scenic material described in **SECTION 2.03, Paragraph 4.**), and maintenance of scenery and sets shall be performed by Employees. The maintenance of props owned by KYW-TV shall be performed by Employees. The placement and handling of props may be performed by individuals other than Employees. The Employee assigned to perform the functions of a stage manager shall be informed about props to be used on a show, and shall be responsible for the staging of such props.

**9. Video Switching:** Regardless of any other provisions in this Agreement, the Union shall only have exclusive jurisdiction over the functions performed by the video switcher for the following listed KYW-TV newscasts so long as they continue to be produced by KYW-TV within KYW-TV studios and they are for initial broadcast on KYW-TV's assigned public reception frequency:

- (i) The newscast airing between the hours of 5:30 a.m. and 8:00 a.m., Monday through Friday.
- (ii) The newscast airing between the hours of 12:00 noon and 12:30 p.m., Monday through Friday.
- (iii) The newscast airing between the hours of 5:00 p.m. and 6:30 p.m., Monday through Friday.
- (iv) The newscast airing between the hours of 6:00 p.m. and 6:30 p.m. on Saturday.

- (v) The newscast airing between the hours of 5:00 p.m. and 6:00 p.m. on Sunday.
- (vi) The newscast airing between the hours of 11:00 p.m. and 11:35 p.m., Sunday through Saturday.

The above exclusive switching jurisdiction shall apply to the above identified newscasts when the above "airing" times are moved on a particular day due to temporary, unanticipated program changes.

The Employer, in its sole discretion, may assign on a non-exclusive basis, an employee represented by the Director's Guild, to both switch and direct any programs or program materials other than the above listed KYW-TV newscasts. Such employees represented by the Director's Guild who can switch material for other than the above listed KYW-TV newscasts may also perform all related and associated functions to such switching, e.g., beta playback, etc. Notwithstanding any other provisions in this Agreement, including but not limited to **ARTICLE II-A, Section 2.03, Par. 2. MCR Audio/Video Switching**, individuals not covered by this Agreement who can switch video material under this **Paragraph 9**, may perform such work on any switching equipment, including but not limited to any production type switchers that may be located in the master control room, but not the Master Control Room switcher commonly referred to as the "auto switcher". In addition, the Employer, in its sole discretion, may assign a bargaining unit Employee on a non-exclusive basis to both switch and direct programs or program materials.

The Union agrees that notwithstanding any language set forth above in this **ARTICLE II, Section 2.03, Paragraph 9. Video Switching**, that traffic reporters/anchors may perform traffic related video switching during newscasts.

**SECTION 2.04 - CERTAIN NON-EXCLUSIVE JURISDICTION:** In addition to those provisions specifically set forth elsewhere in this Agreement, the Employer shall have the right to assign Employees on a non-exclusive basis to perform work not under the exclusive jurisdiction of this Agreement. Such work includes, but is not limited to, the following:

1. Work in connection with the production of material not to be broadcast exclusively by KYW-TV; work in connection with the production of non-broadcast material (e.g., sales presentations; dubs for non-air use where such dubs are recorded to a non-professional format such as, VHS, Super VHS, Video 8mm, Beta-max, etc., and are recorded in areas where Employees are not routinely assigned to perform work which is exclusive under this Article (such as Newsroom Editing Booths), and are recorded for purposes such as for previewing, responding to subpoenas, courtesy copies provided to individuals or outside entities, etc.; recording material from any outside sources if such recording is not to be thereafter aired on KYW-TV; courtesy services to other stations or networks - either inside or outside the facilities of KYW-TV); etc. However, Employees shall continue to perform the work in connection with the production of awards presentations.

**2. Installation, Maintenance and Instructional Training:** The Employer shall have the right to have equipment manufacturers or outside contractors perform installation, repairs, overhauls and/or retrofit on any equipment.

Engineering management personnel may work with Employees in testing and trial adjustment provided that the number of Employees that would be normally assigned to such testing and adjustment is not reduced.

While Engineering management personnel will not perform any routine operations or maintenance functions, it is necessary to have first-hand knowledge of technical equipment. Therefore, Engineering supervisory management personnel may operate, adjust, and make minor modifications of the Station's equipment for the purpose of inspection, testing or instruction for operation of equipment and to improve existing equipment or development of new equipment.

Where management personnel work under the above conditions, a Local 804 represented Technician will be present in the area, (area being defined as Tape, Telecine, Master Control, Shop, Studio A Control, Studio B Control, Studio A, Studio B, Transmitter, and remote locations).

Two (2) Creative Services Department management personnel, and the one news department manager, may work with Employees for the purpose of hands-on instructional training. In the event the Company deems it necessary to provide schooling for any of these three (3) management personnel, the Employer will select one (1) Employee from the appropriate department and provide such Employee with the same opportunity for schooling.

The intent of this Paragraph is to continue the current jurisdiction over operation and maintenance of equipment by Local 804 and permit management the latitude described above.

**3. Aircraft:** A pilot or talent may operate television relay equipment/microwave equipment; and/or operate audio and switching equipment; and/or aim and otherwise operate cameras, located in aircraft while operating that aircraft. Moreover, nothing set forth in this Agreement shall be deemed to restrict the right of the Company to contract for the services of an aircraft that may include the services of a photographer/technician, in which case such photographer/technician shall not be covered by any of the provisions of this Agreement.

**4. Promotional Announcements, Bumpers, Opens and Closes, etc.:** The Union shall not have exclusive jurisdiction over the production, including the shooting on any media, editing and post production, of promotional announcements, including topical promotional announcements, bumpers, opens and closes.

**5. Public Service Announcements, Commercials and Demo-Commercials:** The Union shall not have the jurisdiction over the production, including the shooting, editing and post-production, of public service announcements, demo-commercials and commercials.

6. **Audio Recording:** Notwithstanding any other provision contained in this Agreement, on-air news/sports/weather talent and/or talent performing booth announcing duties may operate all technical equipment necessary for recording their own voice, including recording phone interviews that they participate in. Desk Assistants may also record phone interviews.

7. **Gathering Sound:** Talent or producers (if the talent is not present) may handle any kind of microphone, including a shotgun microphone, for any purpose, including to gather natural sound outside the studios of KYW-TV.

8. **Mobile Automobile Radios:** The maintenance and operation of mobile automobile radio equipment may be performed by other than members of the bargaining unit.

9. **Video Tape Labels:** Individuals other than Employees may prepare labels of any type, including barcode labels containing machine control instructions, e.g., cueing instructions, etc.

The Union agrees that nothing in this Paragraph shall in any manner restrict the transfer and implementation of machine control instructions, as provided for in **SECTION 2.06** of this Agreement, without the utilization of a barcode label.

10. **Transporting Vehicles:** The driving of any vehicles may be assigned to individuals other than Employees. The driving of a vehicle shall not be construed as the operation of equipment.

11. **News Bureaus:** AFTRA represented employees assigned to news and sports may turn on and off fixed microwave links located at the news bureau and operate any type of media necessary to feed such microwave links. However these feeds will never be taken directly to air.

12. **Audio and/or Video Tape Recorders:** News/sports/weather/related personnel (except desk assistants and interns) not covered by this Agreement may perform any work in connection with recording audio/video material including changing/inserting tapes and/or other media, operating routing switchers, operating "fixed" microwave repeaters, operating satellite dishes/receivers that have satellite coordinates and transponder frequencies "preset" in advance, that are associated with recorders being utilized for making such recordings. Notwithstanding the above, this provision shall not apply in the Air Prep Master Control area, in KYW-TV/DT Master Control, in Control "A" (or its replacement), or in the TOC (limited to the area in which live shots/feeds are taken in, e.g., not the ingest area) when a scheduled designated supervisor (Union) is in that room and he/she is readily available, nor shall this provision apply to the operation of satellite receivers and/or steerable dishes which are related to the satellite uplink or CBS Network satellite receive system. The record function does not need to be initiated from the Air Prep Master Control area, in KYW-TV/DT Master Control. It can be initiated from other locations provided that an IATSE Technician initiates the record function (i.e., an ELC Technician in Production Control could perform the record function rather than having everyone wait for Air Prep, if for some reason they were not ready when Production Control was).

Moreover, nothing in this Agreement shall in any way restrict employees not covered by this Agreement from performing any work in connection with making dubs.

**13. Major Remotes:** The Employer may utilize the services of outside contractors to provide broadcast material for major remote events such as, but not limited to, parades, full-term sports telecasts, concerts, etc. However, the Employer shall have the right to assign Employees, on a non-exclusive basis, to the production of such major remote events.

Notwithstanding the above, the Employer agrees that if the Employer retains control over the production of the following named major remote events: the Mummers Parade, Philadelphia Eagles pre-season football games, and the Philadelphia Orchestra broadcasts, then at least three (3) bargaining unit Employees shall be assigned to the production of those major remote events. However, the Employer may utilize individuals/outside contractors to perform the remaining work in connection with the three (3) above named major remotes.

In the event Employees are assigned to major remotes, none of the penalty provisions of the Agreement, e.g., short-turnaround, night-turn differential, schedule change, etc., other than **ARTICLE VII, Section 7.04, - OVERTIME**, shall be applicable to such Employees working at the major remote. For example, no short-turnaround will result from any infringement on the rest periods on the workdays immediately before and after such assignment.

**14. Camera Functions:** Notwithstanding anything set forth elsewhere in this Agreement, employees not covered by this Agreement may operate portable broadcast/professional or consumer-type cameras (including Hi-8 and SVHS) and all related and associated equipment, under the following types of circumstances:

1. The assignment is an undercover or surveillance assignment which requires the use of a hidden camera. However, disguised or hidden camera equipment will be rigged/installed by Employees in the bargaining unit except where that jeopardizes the undercover/surveillance assignment.
2. There is limited access to the event caused by circumstances beyond the control of the Company.
3. The event itself or the person(s) involved in the event requires that secrecy be maintained or sources protected.

In addition to the above, KYW-TV/KYW-AM AFTRA represented employees not covered by this Agreement may shoot breaking news with consumer-type video cameras (including Hi-8, SVHS, DV, etc.) or portable broadcast/professional cameras weighing no more than fifteen (15) pounds, and all related recording equipment, when an employee covered by this Agreement may not get to the site of the breaking news story in time and the video may not be able to be otherwise obtained. However, it is understood that the Assignment Desk will assign an Employee covered by this Agreement to the breaking news story as soon as possible, provided the necessity to shoot "follow-up" or "continuing events" related to the breaking news

story are required to complete the broadcast of the news event. It is understood that the Company will not assign an AFTRA represented Electronic News Journalist for the purpose of operating a consumer-type video camera for another AFTRA represented Electronic News Journalist. In no event will an AFTRA represented Electronic News Journalist operate such consumer type video camera on a story in which he/she is not directly involved.

In addition to the above, notwithstanding anything set forth elsewhere in the Agreement, AFTRA represented employees, and two designated news department managers not represented by AFTRA, may operate portable broadcast/professional cameras or consumer-type cameras (including Hi-8, SVHS, DV, camera phones, memory card devices, etc.) and all related and associated equipment for an unlimited number of sports stories and for up to a maximum total of eighteen (18) news stories other than sports stories per week not covered by the above paragraphs. Multiple edited versions of the same story shall count as a single story for purposes of the above numerical limitation. Video not used on the air will not be counted against the above numerical limitation. However, it is understood that the Company will not assign KYW-TV on-air talent to shoot other KYW-TV on-air talent under this paragraph. However, the Company may assign KYW-TV writers/producers to shoot KYW-TV on-air talent under this paragraph, up to a maximum of nine (9) stories in a calendar week. The above story numerical limitations may be exceeded only to the extent the numbers are reduced proportionately in the weeks before/after. The Employer also agrees that the above referenced AFTRA represented employees shall not be assigned to perform the camera duties described in this paragraph to the extent it becomes a majority of such AFTRA represented employee's work time in any calendar week. The Employer shall keep a weekly accounting on the I-News system, available for viewing by the Union shop steward, on the number of news stories shot under this paragraph. The Employer agrees that this paragraph shall not be utilized to such an extent as to cause the layoff of any full-time News Photographer on staff as of May 2, 1995 solely as the direct result of performing such bargaining unit work.

**15. Work Covered by Another Collective Bargaining Agreement:** The Employer shall have the right to assign Employees on a non-exclusive basis to perform work which is covered by another collective bargaining agreement, and which is performed by other Employees on a non-exclusive basis.

**16. Non-Bargaining Unit Employee "Hands-On":** The Employer may assign four (4) designated Broadcast Operations and Engineering Department managers, and an unrestricted number of other technically qualified, full time employees of KYW-TV, to perform operations duties covered by this Agreement to supplement the staff of Employees, provided however that such employees shall not perform such Bargaining Unit work covered by this paragraph for more than a total of forty (45) hours in any calendar week. No unused hours in any calendar week may be carried to subsequent weeks. No such employees shall be assigned to perform operations duties covered by this paragraph to the extent it becomes an employee's primary job function. Such employees shall not be subject to any of the terms and conditions of this Agreement as a result of performing the functions outlined in this paragraph. Work performed that is not under the exclusive jurisdiction of this Agreement shall not count against the above total of forty (45) hours, e.g., work permitted by some other exception in this Agreement, etc. The above

referenced "designations" for Broadcast Operations and Engineering Department managers shall change effective upon written notice being given to the Union. No bargaining unit employee employed full-time as of December 1, 1998 shall be laid off solely as the direct result of bargaining unit work being performed under this paragraph. The Employer shall keep a weekly accounting on the I-News system, available for viewing by the Union shop steward, of the number of hours utilized under this paragraph. Where the Employer knows a week or more in advance that individuals are going to perform bargaining unit work under this paragraph, their names shall appear on a weekly posted schedule in advance.

In addition to the above paragraph, the Brand Manager will not be restricted in his/her use of any equipment for the design, creation, production, storage, recording and recall (except for recall to air) of any material to be used as artwork in connection with any Station undertaking provided, however, that the Brand Manager shall not perform such bargaining unit work to the extent it comprises the majority of his/her work time on a daily basis. No bargaining unit employee in the Art Department employed full-time as of December 1, 1998 shall be laid off as the direct result of bargaining unit work being performed by the Brand Manager.

**17. No Equipment Is Jurisdictional:** Except where specific provisions elsewhere in **ARTICLE II-A** specifically exclude certain non-exclusive work from being performed in particular "technical areas", individuals not covered by this Agreement may operate any technical equipment owned and/or leased by the Employer in connection with the production of any broadcast material not within the Union's exclusive jurisdiction, or to produce any non-broadcast material. Accordingly, individuals not covered by this Agreement may operate any technical equipment. Therefore, work not within the exclusive jurisdiction of this Agreement shall not become the exclusive jurisdiction of the Union as a result of those duties being performed on particular equipment and/or in any "technical area", "studio" or any other location.

**18. Audio/Video Transmission** – The Union shall not have exclusive jurisdiction over audio/video transmission that use internet protocol, or that use cellular or mobile services including but not limited to 3G, 4G, broadband wireless networks, or other similar types of transmission, as the means of transmission back to KYW-TV, e.g., IATSE represented employees and/or non-IATSE represented employees may transmit material back to KYW-TV via the use of internet protocols or cellular/mobile services or broadband wireless networks, etc. It is understood, however, that the IATSE shall have exclusive jurisdiction over traditional fixed satellite and microwave technologies that originate from the Station's satellite/microwave trucks.

SAG-AFTRA employees who are assigned camera duties shall also have the ability to transmit the material to the facility for recording at the facility.

Notwithstanding the above, the Company agrees that the Union shall maintain jurisdiction over the operation of any professional, broadcast quality "terminal equipment", such as Fujitsu encoders, that may be connected to either the WAN, LAN or other internet connection (FIOS, DSL, Comcast internet or other common carrier providing wired internet connectivity) for the purpose of transmitting/receiving audio/video material from, but not limited to, any CBS facility,

CNN facility, ABC, NBC, Comcast or LNS, or from any stadium venue connection.

IATSE shall maintain exclusive jurisdiction over traditional (analog or digital) fixed and transportable satellite technologies, such as satellite trucks; and over the use of mobile/portable microwave transmission equipment.

In addition, the Union shall have jurisdiction over the use of internet protocols and cellular/mobile services or broadband wireless networks when such transmission equipment is connected directly to a camera operated by a bargaining unit Employee for the sole purpose of transporting live video.

#### **SECTION 2.05 - BROADCAST MATERIAL:**

**1. Material Shot on Film:** Notwithstanding any other provisions set forth in this Agreement, the Employer shall be free to enter into an agreement with established independent contractors/producers for the complete production, including post production, of any material which is originally shot on film within the territorial jurisdiction of this Agreement. Any such agreements with independent contractors/producers will not be subject to the terms of this Agreement.

All jurisdiction in connection with such production which would otherwise be covered by this Agreement shall be non-exclusive, except that, to the extent such production occurs within the confines of the building occupied by KYW-TV, independent contractors/producers will operate only that equipment which they bring into the building, while all Employer owned equipment normally operated by Employees will continue to be operated by Employees, provided that the Employees shall share with the personnel of the independent contractors/producers the integration of all of the equipment.

**2. "Outside Contractors" and/or "Stringers":** Notwithstanding any other provisions contained in this Agreement, the Employer shall retain the right, at its sole discretion, to utilize "Outside Contractors" and/or "Stringers" to perform duties covered by this Agreement in connection with providing broadcast material to the Employer, even though this broadcast material is produced within the Union's territorial jurisdiction as set forth in **SECTION 2.01 - TERRITORIAL JURISDICTION.**

"Stringers" shall be defined for the purpose of this Section as freelance individuals with whom the Employer has entered into an agreement for the performance of duties otherwise covered by this Agreement, either on an assigned or unassigned basis, and who are paid on a per story basis. Except as set forth below, the Employer agrees that "Stringers" shall not, on an assigned basis, be utilized to cover news other than "spot news". This shall not preclude the Employer from soliciting "spot news" from "Stringers" after the occurrence of a "spot news" story. In addition to the above, the Union agrees that "Stringers" may be assigned by the Employer to cover up to and including fifteen (15) news/sports/weather stories that are broadcast on KYW-TV within any single work week that are news stories other than "spot news".

"Stringers" may be assigned to shoot KYW-TV/KYW-AM/WIP-FM talent where the Employer has assigned a crew to cover the event to which the talent has been assigned, or in cases of an emergency. Moreover, "Stringers" may be assigned to shoot KYW-TV/KYW-AM/WIP-FM talent without restriction for up to three (3) news/sports/weather stories per week other than those news/sports/weather stories covered by the prior sentence, and such three (3) stories shall count against the fifteen (15) story limitation set forth in the above paragraph.

"Outside Contractors" shall be defined for the purpose of this Section as organization(s) with which the Employer has entered into an agreement for the performance of duties otherwise covered by this Agreement. Such organization(s) shall include, but shall not be limited to, the following:

- a. Television stations with which the Employer has entered into an agreement that provides for the exchange of news or program material on a courtesy basis, or the supplying of news or program material on a fee basis.
- b. "News Service Organizations" and/or "Cable Services" with which the Employer has entered into an agreement that provides for the exchange of news or program material on a courtesy basis, or the supplying of news or program material on a fee basis.

Such "News Service Organizations" and/or "Cable Services" shall include, but shall not be limited to, the following examples:

Network News Services  
CBS Newspath  
ESPN  
Cable systems  
Network News organizations, including NBC, CBS, ABC, FOX  
Cable News Network (CNN)  
Weather service reports, including Accu-Weather  
Weather Channel  
Weatherbug  
Sports service reports  
Traffic service reports, including Metro Networks, Express Traffic, etc.  
Traffic Pulse  
Traffic.com  
TMZ.com  
Splash TV  
Litton Communications  
Good Housekeeping  
Angie's List  
Newspronet  
Business/Financial reports, including Quicken.com, MarketWatch, etc.  
Business commentaries  
Entertainment commentaries and reviews, etc.

Health reports, including MedStar Communications, etc.  
Metro Networks  
Shadow Broadcast Services  
Syndicated specialty reports, including the Fresh Grocer, etc.  
Comcast  
Conus  
Lenfest Newschannel  
New Jersey Network  
Independent television stations, e.g., WOR-TV, WPHL  
Inquirer News Tonight  
National and Local newspapers  
CNET  
Navteq/Radiate Media  
Chow

In addition to the above, the Employer may solicit and/or use without restriction, home video footage (including material from cell phones and other consumer electronic devices), of an amateur nature, subject to the following:

1. With respect to home video footage broadcast within a news program, the Employer will not broadcast more than four (4) minutes of such footage from any one piece of home video footage.
2. With respect to home video footage broadcast within a program other than a news program.
  - (a) The Employer will not broadcast more than fifteen (15) minutes of such footage during any one calendar week, provided that during any one such week such fifteen (15) minutes may be increased by the number of such minutes, if any, which the Employer did not broadcast of the fifteen (15) minute allotment for the preceding week, or by up to fifteen (15) minutes which the Employer will not broadcast of the fifteen (15) minute allotment for the following week, and
  - (b) The Employer shall have the right to broadcast such footage without limitation within up to five (5) programs each year of this Agreement.

Except for the provisions of this Section, this Agreement shall not apply to the utilization by the Employer of "Outside Contractors" and/or "Stringers", and neither "Outside Contractors" nor "Stringers" shall be subject to this Agreement.

In addition to the above, the Employer may utilize broadcast material, such as, but not limited to:

1. Handouts,
2. Courtroom art work performed on a fee for service basis by non-KYW-TV Employees; This material may be broadcast without limit.

The Employer agrees that news/sports/weather material from "Stringers", other than spot news shot by Shadow Traffic Network that is broadcast outside the normal Shadow Traffic reports, shall not exceed six (6) minutes per one hour news show, or three (3) minutes per one-half hour news show. Time may be doubled in any show provided it is reduced accordingly on the same show the day before or after the broadcast day.

The Employer agrees that news material from television stations as described in **paragraph a.** above, other than sports, shall not exceed six (6) minutes per one hour news show, or three (3) minutes per one-half hour news show. Time may be doubled in any show provided it is reduced accordingly on the same show the day before or after the broadcast day.

The news video producer shall note, on the Format Sheet, the air time and nature of material. A log of said "Stringer" or television station material shall be available to the Union for bi-weekly inspection.

In the case of bona fide emergency, news material from "Stringers" or television stations may be used without limit if the Employer sends a crew as soon as possible to cover the bona fide emergency event. In the absence of an emergency, the Employer may use an unlimited amount of material regarding one event on a given day.

Nothing in this Article shall be construed in any manner as expanding the Union's territorial jurisdiction set forth in **SECTION 2.01 - TERRITORIAL JURISDICTION** of this Agreement.

**3. Pool Programs:** The Employer shall have the right to broadcast pool programs not originating with the Station, whether or not the point of origin is manned by Local 804 represented Employees. The Employer will make a good faith attempt to enter into a reciprocal agreement with other broadcasters or parties participating in the pool arrangement in an attempt to provide for the rotation or division of the work involved so that Employees covered by this Agreement may participate in pool arrangements.

AFTRA represented employees may operate any equipment necessary to record news audio or video material in connection with pool coverage provided by third parties of press conferences, court room proceedings, speeches, governmental hearings, and/or events carried by third parties. The Employer agrees that when the above, referenced recording is performed in connection with pool coverage provided by third parties of press conferences, speeches, and/or events carried by third parties, an Employee shall also be assigned to the coverage of such event in the field. An Employee will initially set up such audio/video recorder (including the making of all necessary electrical, audio and video connections) and will "tear down" such equipment at the conclusion of such news event except where such set up and "tear down" are performed by the pool provider.

**4. Independent Packagers/Producers:** Nothing in this Article shall be construed to apply to pre-recorded programs (or pre-recorded program elements) furnished to the Station by independent producers or packagers.

5. **Exception for House Jurisdiction:** Where persons not covered by this Agreement and not ordinarily engaged in broadcasting have, at certain "remote" locations, jurisdiction which would normally fall to Employees under this Agreement, the Employer shall not be required to assign Employees to work within that jurisdiction at such locations. This exception does not apply to primary audio or video equipment and is intended to cover "house jurisdiction" such as operation of lights, the handling of electrical cable, scenery, props, etc. Employees covered by this Agreement shall be assigned to supervisory duties as may be necessary in such originations.

6. Notwithstanding anything set forth elsewhere in this Agreement, nothing shall be deemed to restrict the Station's right to use/reuse news/programming/promotional material produced by WPSG-TV on KYW-TV's air except that no more than five (5) WPSG-TV news stories other than sports stories may appear on KYW-TV's air in a calendar week.

Notwithstanding anything set forth elsewhere in this Agreement, nothing shall be deemed to restrict the Station's right to use/reuse news/programming material originally produced by a Company web site on KYW-TV's air except that no more than five (5) Company web news stories other than sports stories may appear on KYW-TV's air in a calendar week.

In addition to the above, two (2) stories per week containing sponsored content may be shot for Talk Philly by Creative Services employees not covered by this Agreement. These stories shall be treated like web/WPSG stories, e.g., multiple versions of same story count as single story, average with week before/after, layoff protection, etc.). It is understood that these Creative Services employees will provide no live content during Talk Philly.

Regarding the above three paragraphs, multiple edited versions of the same story shall count as a single story for purposes of the above numerical limitation. Video not used on the air will not be counted against the above numerical limitation. The Employer shall keep a weekly accounting on the I-News system, available for viewing by the Union shop steward, of the number of news stories shot under this paragraph. The Company may broadcast more than the five (5) (or two (2) sponsored content stories) stories referred to above in a calendar week provided that in the week before/after the number of stories is reduced proportionately, e.g. the average doesn't exceed five (5) (or two (2) sponsored content stories) stories per week

The Employer agrees that this Paragraph 6. shall not be utilized to such an extent as to cause the layoff of any full time News Photographer on staff as of December 2, 2007 solely as the direct result of performing such bargaining unit work.

## **SECTION 2.06 - COMPUTERIZED EQUIPMENT:**

### **1. Electronic/Computer Equipment, Operation, Control and Data Transfer:**

The installation, maintenance and operation of equipment such as electronic/computer information processing equipment and/or computer work stations used primarily for script preparation, and/or video/audio editing, and/or electronic graphic creation/manipulation, and/or archive and retrieval systems including the handling of magnetic/optical media, and or

information processing and storage, and/or operations/resource/machine management, may be performed by individuals other than Employees covered by this Agreement. The Company may also assign Employees to perform the installation and/or maintenance and/or operation of such equipment. There shall be no restriction on the transfer by individuals other than Employees covered by this Agreement, or by equipment, of electronic/computer information among such equipment and other Station equipment, including equipment that the Union otherwise would have exclusive jurisdiction to operate. The Parties further agree that such transfer of electronic/computer information may include the transfer and implementation of machine control instructions, including machine control instructions among equipment. The transfer and implementation of machine control instructions shall specifically include, but shall not be limited to, loading, previewing, editing, preparing/cuing, recording/playback, routing control, antenna/receiver control, and recalling any material for on-air broadcast. The parties specifically acknowledge that this paragraph permits individuals not covered by this Agreement to operate any equipment by means of voice activation.

However, manual playback from a control panel dedicated exclusively to the playback of news material directly to air from "non-linear/digital editing" systems shall be performed by bargaining unit Employees. However, nothing set forth in the prior sentence shall be construed to restrict individuals not covered by this Agreement from performing such functions, consistent with the above paragraph, from computer terminals not dedicated exclusively to the playback of such material directly to air from "non-linear/digital" editing systems.

**2. Video/Audio File/Media Servers** - The installation, maintenance and operation of video/audio file/media servers and all related and associated equipment may be performed by individuals other than Technicians covered by this Agreement. The Employer may also assign Technicians to perform the installation, maintenance, and/or operation of such equipment.

The operation of video/audio file/media servers for purposes such as previewing, editing, recording and playback, etc., when under machine control instructions, may be performed by individuals other than Technicians covered by this Agreement. The transfer of audio or video material into or out of a video/audio file/media server from equipment located in Air Prep, the Master Control Room, and/or the production room commonly referred to as "Control Room A" or its respective replacement, shall remain the exclusive jurisdiction of the Union.

**3. Character Generator:** Jurisdiction over the use of the character generator (currently "Pixel Power") is hereby granted to Local 804 only when such equipment is to be operated directly from the character generator's control panels. Local 804 represented Employees will be assigned to create Pixel Power formats on the character generator interface computer system whenever such Pixel Power formats can only be created directly on the character generator interface computer system.

The installation, maintenance and operation of any character generator interface computers may be performed by individuals other than Employees covered by this Agreement.

However, when outside servicing personnel are working on that equipment, and if there is to be any conveyance of technical information pertaining to the maintenance of the equipment to Management personnel, there will be a member of the bargaining unit present.

**4. Electronic Still Store Equipment:** The bargaining unit shall have exclusive jurisdiction over the use of electronic still store equipment when originally recording or recalling video for direct broadcast to air only when the aforementioned functions are to be performed directly on the electronic still store equipment control panels.

However, functions such as, but not limited to, the following may be performed by individuals other than Employees covered by this Agreement:

- a. Browsing or viewing of digitized video.
- b. Any system management function, including the loading, modification or retrieval of computer programs and/or data in any form.
- c. The maintenance of any electronic still store equipment. However, when outside servicing personnel are working on the equipment, and if there is to be any conveyance of technical information pertaining to the maintenance of that equipment to Engineering Management personnel, there will be a member of the bargaining unit present.

**5. T/MC Computerized Operating System in Master Control:** The bargaining unit shall have exclusive jurisdiction over the use of the T/MC computerized operating system which is located in Master Control except the following functions shall be on a non-exclusive basis:

- a. The entry or retrieval of data in digital or analog form into or from any of the Station's computerized Traffic and Technical operational systems, for the purpose of maintenance, diagnostic and systems programming.

The terminal console in Master Control shall be the exclusive jurisdiction of Local 804 (except as defined in **Sub-paragraph d.** below) for entries that pertain to daily KYW-TV program material.

- b. The maintenance of computer and computerized support of equipment, provided a Local 804 represented Employee is assigned with the maintenance personnel.
- c. The modification, writing, loading, and retrieval of computer programs.
- d. The operation of the computer terminal equipment in Master Control in the event of emergency for the purpose of traffic functions.

It is the intent of this provision to involve Local 804 in as many areas of the operation as possible while providing management the latitude described above.

**6. Weather Graphics Systems:**

- a. Designated personnel assigned to anchor or produce the weather portion of a newscast shall be free to utilize, without restriction as otherwise might be provided for in the KYW-TV/Local 804 Agreement, the weather graphics system for preparation, assembly and broadcast of weather material for any newscast, promotional announcement, show open/close, or other program element he/she appears in.
- b. All KYW-TV personnel assigned to anchor or produce the weather portion of a newscast shall be free to utilize, without restriction as otherwise might be provided for in the KYW-TV/Local 804 Agreement, all graphic material stored within a weather graphic system, and any outside source material for information supplied for that newscast, promotional announcement, show open/close, or other program element when preparing, assembling and broadcasting the weather material for such broadcast.
- c. KYW-TV shall be free to use, without restriction as otherwise might be provided for in the KYW-TV/Local 804 Agreement, the basic software packages of weather graphic maps, symbols, lettering, etc. available from outside suppliers. In addition, KYW-TV shall be free to use, without restriction as otherwise might be provided for in the KYW-TV/Local 804 Agreement (a) informational material available from outside sources and/or (b) material produced by outside contractors on the Station's weather graphic system provided that an Employee will be assigned to work with such outside contractors where the opportunity to assist and/or train with such outside contractors exists.
- d. All KYW-TV personnel assigned to anchor, direct or produce the weather portion of a newscast, promotional announcement, show open/close, or other program element shall be permitted, without restriction as otherwise might be provided for in the KYW-TV/Local 804 Agreement, to perform the on-air sequencing of weather graphics during such broadcast.
- e. Except as provided above, all other graphic material will be prepared and utilized in accordance with the KYW-TV/Local 804 Agreement.
- f. This provision is applicable to the current weather graphics system or its replacement but only to the extent outlined herein.

**7. Closed Captioning:** Work performed in connection with closed captioning shall not be within the exclusive jurisdiction of the bargaining unit.

**8. Teleprompter:** The function of retrieving teleprompter text during a studio session shall remain the exclusive jurisdiction of Local 804. However, any talent may retrieve and operate teleprompter for his/her self.

## **SECTION 2.07 - MISCELLANEOUS JURISDICTIONAL ISSUES:**

**1. Unmanned Cameras:** The Company may utilize unmanned cameras to shoot any material, either live or tape. Installation, maintenance and repair of unmanned cameras, and any manual adjustments that may be required, shall be performed by Employees covered by this Agreement. Once an unmanned camera has been set in place and adjusted by an Employee covered by this Agreement, no further adjustment of that camera except for video shading may be made during a live show, or during the taping of a program segment. Cameras operated by robotics or remote control shall not be deemed to be unmanned cameras, and shall not be subject to the provisions set forth in this paragraph. Nothing in this paragraph shall be construed as requiring the assignment of an employee covered by this Agreement as a camera operator to robotic or remote control cameras.

Maintenance, installation, and adjustments on unmanned cameras located within the Employer's building at 1555 Hamilton Street, or physically attached to the outside of that building, will be performed by Employees. However, maintenance, installation, adjustment and operation of unmanned cameras or remote control cameras located outside the Company's building at 1555 Hamilton Street, may be performed by individuals not covered by this Agreement.

Talent on unmanned cameras may take their cue from any source, such as, but not limited to, tally lights, telex, PL, and IFB.

Consistent with **Paragraph 2. Studio Automation Systems** set forth below, nothing in this Paragraph shall be construed as requiring the assignment of an Employee to robotic or remote control cameras.

**2. Studio Automation Systems:** There shall be no restriction on the Employer's use of studio automation systems utilizing robotic or remote control equipment for studio operations such as, but not limited to, cameras, lights, sets, audio, etc., e.g., such systems may be operated by bargaining unit Employees or employees other than bargaining unit Employees. However, Employees shall have jurisdiction over the manual operation of such robotic or remote control equipment whenever it is necessary to operate such equipment manually during a studio production from the control panel specifically dedicated to that equipment for its manual operation. The loading of robotic system preset coordinates on the control panels dedicated exclusively to the operation of robotic cameras shall be performed by Employees. Consistent with **SECTION 2.06, Paragraph 1., Electronic/Computer Data Transfer**, there shall also be no restriction as to the control of studio operations or equipment under the jurisdiction of this Agreement by computer systems operated by other than Employees. It is understood that this paragraph, in addition to **Section 2.06, Paragraph 1. Electronic/Computer Data Transfer**,

permits Directors to operate control panels, such as but not limited to control panels referred to as Shot Boxes, that are directly interfaced with the ELC automation computer server system.

**3. Mini-Camera Equipment:** The use of mini-camera equipment shall be unrestricted as to the nature of the material covered, and/or the location of its use. Consistent with the above, and subject to the Union's right to grieve what it considers to be an excessive work load, the Employer shall have the right to determine the number of individuals required to perform all functions connected with the mini-camera operations.

**4. Exception for Leased Lines:** The Company may include in the television transmission chain, microwave, video facilities, and audio lines leased from common carriers even though such facilities and lines are operated by others as has been the practice in the past.

**5. Leased Equipment/Facilities:** Notwithstanding anything set forth elsewhere in this Agreement, the Employer may lease out any of its equipment/facilities to a third party to produce any material not under the exclusive jurisdiction of this Agreement. This Agreement shall neither apply to such equipment/facilities during the term of such lease nor to the individuals who may operate such equipment/facilities on behalf of a third party. The Employer agrees, however, that if a third party leases one of the Employer's two main studios, that at least one (1) bargaining unit Employee shall be assigned to work with such third party. However, nothing in this **Paragraph 5.** or elsewhere in this Agreement shall restrict employees of WIP-FM or KYW-AM from operating any radio technical equipment for a radio broadcast on behalf of their respective stations within any of the Employer's facilities.

**6. Excluded Employees:** Nothing in this Article will change or restrict the work presently being performed by any employees who are not members of the bargaining unit.

**7. Video Operator:** A Local 804 represented Employee will be assigned to camera equipment or video control at the discretion of the Employer. Nothing shall preclude the adjustment of a camera by a Local 804 represented Employee while assigned to other functions. Adjustment of "clip controls" may be made by a non-Local 804 represented Employee on equipment installed after May 2, 1982, when these "clip controls" are incorporated into the switcher control panel.

**8. Maintenance Person Assignment:** Assignment of maintenance personnel will be made at the discretion of the Employer.

**9. Projectionist Assignment:** The number of projectionists to be assigned during video tapings shall be at the discretion of the Employer.

**10. Interlock Work Assignments:** Employees shall not be assigned to work at the transmitter beyond the interlock of the protective relay system when the carrier is on or plate power applied, unless an employee who is familiar with the controls is present. For example, a management supervisor, familiar with the KYW-TV transmitter, would meet this qualification.

**11. Employment Auditions:** The Employer may "test" prospective Employees without restriction on any equipment. The work product of such "test" of a prospective Employee shall not appear on KYW-TV's air. The Union will be notified if a "test" for a prospective Employee is to last beyond a single calendar day.

**12. Janitorial Duties:** Employees within the bargaining unit shall not be required to perform janitorial duties.

**SECTION 2.08 - EMERGENCIES - USE OF SUPERVISORY OR ADMINISTRATIVE PERSONNEL:** The Employer may assign supervisory or administrative personnel to perform work normally performed by bargaining unit Employees during an emergency.

#### **ARTICLE II-B – WPSG-TV JURISDICTION**

**Section 2.09 – WPSG-TV NON-EXCLUSIVE JURISDICTION:** It is acknowledged and agreed that the Employees covered under this Agreement do not have exclusive jurisdiction over any of the work or functions performed on behalf of WPSG-TV. The Employer, in its sole discretion, may assign particular work or functions to the Employees covered by this Agreement, or to others, including individuals or outside contractors, not covered by this Agreement. The assignment of work or functions by the Employer to the Employees covered by this Agreement shall not be deemed to confer exclusive jurisdiction over that work to those Employees and the Employer retains the right to determine at any time to whom such work or functions should be assigned. Without in any way limiting the foregoing, nothing in this Agreement shall be construed as prohibiting the Employer's employees, either management or other than management, from performing any type of work or functions on behalf of WPSG-TV, and such individuals shall not be covered under this Agreement as a result of performing such work. Similarly, nothing shall be deemed to restrict the Employer's right to hire non-IATSE represented employees for the purpose of performing any type of work or functions on behalf of WPSG-TV, and such individuals shall not be covered under this Agreement as a result of performing such work.

The Company acknowledges that while WPSG-TV has non-exclusive jurisdiction, master control operators and Tape/Media Room Technicians who regularly work for both WPSG-TV and KYW-TV will be IATSE represented Employees. Furthermore, individuals assigned as full-time master control operators at WPSG-TV shall be compensated at the Technical Specialist "60 months and over" rate, even if they do not regularly work for KYW-TV.

In addition to the above, notwithstanding that WPSG-TV has non-exclusive jurisdiction, the Company agreed that in the event WPSG-TV produces a newscast of thirty (30) minutes or longer in length in Studio A or B located at 1555 Hamilton Street, the Company would agree to assign bargaining unit employees to operate the robotic cameras, audio and the production switcher in connection with such newscast. This paragraph is expressly subject to the jurisdictional limitations set forth elsewhere in this Agreement, including but not limited to

**Section 2.07, Paragraph 2. Studio Automation Systems and Section 2.06, Paragraph 1. Electronic/Computer Equipment, Operation, Control and Data Transfer.**

**ARTICLE III - JOB CLASSIFICATIONS/FUNCTIONS**

**SECTION 3.01 - JOB CLASSIFICATIONS:** Employees covered by this Agreement shall be classified by the Employer in one of the three groups set forth below:

1. Technical Operator
2. Technician
3. Technical Specialist

**SECTION 3.02 - JOB FUNCTIONS:** The functions generally contained in each of the above three classifications are as follows:

**1. Technical Operator:** The functions of a Technical Operator shall include those of a nature similar to functions performed by Employees who were previously recognized as performing the following:

Film Editor	Makeup
Still-Store Operator	Teleprompter Operator
Prop Handling	Stage Manager
Lighting	Set Construction
Chyron Operator	Studio Camera Operator
Studio Technician	Utility Maintenance Aid
Microwave Operator	Remote Equipment Set-Up
Satellite Downlink Operator	PA and Boom Operator
	Projectionist

**2. Technician:** The functions of a Technician shall include the functions of a Technical Operator and, in addition, those of a nature similar to functions performed by Employees who were previously recognized as performing the following:

Satellite Uplink Operator	Electronic/Graphic Artists
ENG Minicam Operators	ENG Editors
Designated Lighting Director	Studio Remote VTR Operator
MCR/Studio Video Operator	

**3. Technical Specialist:** The functions of a Technical Specialist shall include the functions of a Technician and the functions of a Technical Operator and, in addition, those of a nature similar to functions performed by Employees who were previously recognized as performing the following:

Master Control Operator	Studio Robotic Camera Operator
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Maintenance Specialist  
Video Switcher  
Post Production Switcher/Editor

Studio Audio Control Operator

**SECTION 3.03 - INTERCHANGEABILITY:** The Employer shall have the right to assign a Technical Specialist to perform the functions of a Technical Specialist and/or a Technician and/or a Technical Operator.

The Employer shall have the right to assign a Technician to perform the functions of a Technician and/or a Technical Operator.

The Employer shall have the right to assign a Technical Operator to perform the functions of a Technical Operator.

Notwithstanding any provision contained in this Agreement, including but not limited to **ARTICLES I and II**, each and every function performed by Employees covered by this Agreement shall be completely interchangeable among each and every Employee represented by Local 804 in that any Employee represented by Local 804 may be assigned to perform any and all functions during any single work day, without regard to whether such Employee would have, prior to the effective date of this Agreement, performed different job functions. Moreover, the Employer shall have the sole discretion to determine the number of individuals required to perform any and/or all functions, which functions may be assigned simultaneously to an Employee to the extent practical. The above provision is subject to the Union's right to grieve excessive work load. The Union specifically acknowledges that assigning an Employee to ask questions to elicit responses during interviews, press conferences, etc., while simultaneously performing functions covered by this Agreement shall not constitute an excessive work load. The Company agrees that the quality of spontaneous questions asked by an Employee shall not be considered as a basis for discipline.

**SECTION 3.04 - JOB VACANCIES:** The Employer shall have the uncontested right, at any time, to hire new Employees within, or promote Employees into, or fill any vacancies occurring within, any of the above classifications.

The Employer agrees to post a notice of any permanent vacancies within, or newly created permanent positions within, any of the above classifications, on a designated bulletin board situated within KYW-TV, for a period of fourteen (14) calendar days, before filling the permanent vacancy or newly created permanent position, for the purpose of allowing members of the bargaining unit to apply for the posted position.

The Employer agrees that, in the event a member of the bargaining unit possesses the necessary qualifications for the posted position which are also possessed by other individuals, the member of the bargaining unit shall be given preferential consideration for the posted position.

The Employer further agrees that, in the event more than one member of the bargaining unit possesses the necessary qualifications for the posted position, the member of the bargaining unit having greater seniority shall be given preferential consideration for the posted position.

The Employer's determination with regard to filling any permanent vacancies within, or newly created permanent vacancies within, any of the above classifications shall not be subject to **ARTICLE XVI - GRIEVANCE AND ARBITRATION** of this Agreement.

#### **ARTICLE IV - UNION SECURITY**

**SECTION 4.01 - UNION MEMBERSHIP-UNION SHOP:** As a condition of employment, all Employees shall within thirty-one (31) calendar days after the date of execution of this Agreement, or in the case of new Employees, within thirty-one (31) calendar days after the date of hiring, become members of the Union and remain members in good standing in the Union during the term of this Agreement. The Employer will within ten (10) calendar days after receipt of notice from the Union discharge any Employee who is not in good standing by virtue of having failed to tender the uniform initiation fees and membership dues.

The Employer agrees to notify the Union, in writing, seven (7) calendar days in advance of all openings for regular, full-time employment, except that in emergency situations, oral notice prior to employment, followed by written confirmation, shall suffice.

**SECTION 4.02 - DUES CHECKOFF:** The Employer agrees that, upon thirty (30) calendar days written notice from the Union, the Employer will begin deducting from the wages due an Employee, for whom there is filed with the Employer a written assignment in accordance with Section 302(c) of the National Labor Relations Act, as amended, all Union dues, the percentage to be contained in the Union notice. These deductions shall not include initiation fees, fines, or assessments. The Employer shall commence making such deductions with the first wage payment to be made to each such Employee following the date of the filing of his/her written assignment and such deductions shall continue thereafter with respect to each and every subsequent wage payment to be made to each such Employee during the effective term of his/her written assignment.

Within forty-five (45) days after the end of each month, the Company shall remit to the Union, by check drawn to the order of the Union, the total amount of all deductions made during the said month for all regular, full-time Employees. Within forty-five (45) days after the end of each quarter, the Company shall remit to the Union, by check drawn to the order of the Union, the total amount of all deductions made during said three month period for all Relief and Casual Employees. At the time of such remittance, and together therewith, the Employer shall also furnish to the Union a record listing the names of the Employees on whose account such deductions were made, and the amount of deductions for each such Employee during said period.

## **ARTICLE V - COMPENSATION**

**SECTION 5.01 - COMPENSATION:** Employees shall be compensated by the Employer as follows:

1. The Employer agrees to pay each Employee on the basis of the following minimum weekly salary which would be applicable to the particular Employee. If the three television stations (WCBS-TV, WBBM-TV and KCBS-TV) covered under the CBS/IBEW National Agreement change their pay period to a bi-weekly or semi-monthly basis, then KYW-TV shall have the right to change this IATSE unit to the same pay period. The Company shall give the Union at least four (4) weeks notice prior to making a change in the pay period.

- a. TECHNICAL SPECIALIST – In Hire Rate \$1,225.
- b. TECHNICIAN – In Hire Rate \$1,088
- c. TECHNICAL OPERATOR – In Hire Rate \$835

2. The Employer agrees that each Employee employed on or before May 2, 1982, shall be paid on the basis of the minimum weekly salary set forth above in the classification of "Technician".

3. **Employees Employed at Salaries Higher Than Minimum:** Any new Employee who is hired at a salary higher than the minimum of the applicable scale, but at one of the salaries within the automatic progression scale set forth in **SECTION 5.01 - COMPENSATION, Paragraph 1.**, shall receive an automatic increase in accordance with such progression scale at the completion of each year of continuous service until he/she reaches the maximum of the automatic progression range.

When a Relief or Casual Employee is hired as a Regular full-time Employee, that employee will receive credit for service as a Relief or Casual Employee for pay purposes only, pro-rated, in accordance with the formula set forth in **ARTICLE VI - Sections 6.01 and 6.02.** If a Relief or Casual Employee is given an increase at such time, to any escalator level higher than he/she was paid as a Relief/Casual employee, he/she shall not proceed to the next higher escalator level until one year after such increase.

4. **Temporary Upgrades:** Any Technical Operator, who is paid less than \$978.00 per week and who is scheduled to work as a Master Control Operator, Studio Robotic Camera Operator, Studio Audio Operator, Video Switcher, or Post Production Switcher/Editor shall receive an increase in salary of Twenty-two dollars (\$22.00) per day until that Employee is paid at the rate of \$920.00 per week. At \$920.00 per week the upgrade shall be Eleven dollars and sixty cents (\$11.60) per day. The above upgrades shall be reduced to one half of the above rates when an Employee works four (4) hours or less in the "upgraded" position on that work day.

**5. "Permanent" Assignments:** Any Employee classified as a "Technical Operator" who is "permanently assigned" by the Employer to the classification of "Technician" or "Technical Specialist" shall be entitled to receive the rate applicable to the new classification to which the Employee is assigned, with the "Technical Operator" granted fifty percent (50%) credit for his/her length of employment as a "Technical Operator" for purposes of determining his/her length of service, and corresponding salary, on the wage scale of the new classification.

Any Employee classified as a "Technician" who is "permanently assigned" by the Employer to the classification of "Technical Specialist" shall be entitled to receive the applicable rate of the new classification to which he/she is assigned.

The Employer shall have the uncontestable right at any time to determine whether the Employee has properly performed the job functions and responsibilities associated with the "permanent assignment", and, the Company may reassign the Employee to the classification in which the Employee was assigned prior to the "permanent assignment" at the weekly salary being earned by the Employee prior to the "permanent assignment".

**6. On Camera Appearance:** There will be no camera appearance of an Employee within the Station's two (2) main studios, planned or otherwise. Exceptions to this prohibition on studio "appearances" are as follows: (a) airing of an Employee who by accident steps within the view of the on-the-air camera, (b) airing of an Employee through an accidental pan of an on-the-air camera, (c) airing of an Employee through an accidental punch up of an on-the-air camera, (d) airing of an Employee performing his/her normal functions when such an airing results from an on-the-air camera following the talent into the working area of said Employee.

In the event any Employee "appears" on camera within the Station's two (2) main studios exclusive of the aforementioned, such Employee will be compensated at the one time only minimum rate of thirty-five dollars (\$35.00) for all "appearances" in a work week, or the Employer may edit his/her appearances from the tape.

**SECTION 5.02 - SALARIES/TRAINEES:** The minimum rate for trainees will be the prevailing minimum hourly wage permitted by law. A joint labor/management committee, co-chaired by the Broadcast Operations and Engineering Manager and the Local 804 President shall be established. This Committee shall be composed of any equal number of labor and management members.

The Committee will develop a plan for implementing the training of minority, female, Vietnam veterans and handicapped trainees.

Where any issue or dispute arises regarding this training program or a majority vote on an issue cannot be achieved, the dispute or deadlock will be broken or resolved by the vote or ruling of a neutral third party supplied by the Federal Mediation and Conciliation Service or its Commonwealth of Pennsylvania counterpart. Neither the Committee nor the neutral party will have the authority to modify, add to, or subtract from any other provisions of this Agreement. Any trainee engaged by the Employer pursuant to this Article shall at no time during their

training status be utilized as a substitute replacement for any Employee covered by this Agreement other than another trainee.

Trainees shall be permitted to have hands-on experience with any of the equipment utilized by the Employees covered by this Agreement only while under the supervision of a Local 804 represented Employee. Under no circumstances shall a trainee man an operating position or handle equipment without a Local 804 represented Employee being present. Any trainee who operates equipment when a Local 804 represented Employee is not present, automatically becomes an Employee and subject to all the provisions of this Agreement.

The training and supervision of trainees by Local 804 represented Employees shall be on a strictly voluntary basis and any Local 804 represented Employee may decline the duties of trainer without prejudice.

Persons who successfully complete the training program may be hired as Local 804 Relief Employee only if there are no prior Local 804 Relief Employees available for work.

**SECTION 5.03 - GROUP SUPERVISORS:** The Employer shall have the uncontestable right to assign any Employee, who is assigned within any of the three (3) job classifications identified in **SECTION 3.01 - JOB CLASSIFICATIONS**, to perform the additional responsibilities of a "group supervisor" within their respective job classification. The Employer has the uncontestable right to give or take away from an Employee such supervisory capacity and authority. It is further understood and agreed that the "group supervisor" does not have the authority to hire, promote, discharge or discipline other Employees. However, a "group supervisor" does have the authority to assign and/or reassign Employees as operational necessity dictates, including making Employee work assignments and overseeing the work flow, scheduling (adding/deleting names to/from a schedule, changing posted schedules for any Employees, etc.) assigning overtime, temporarily upgrading Employees, and other related duties that management may assign from time to time. A "group supervisor" shall also be responsible for reporting immediately to a member of management all job performance problems, such as but not limited to, technical problems, tardiness, absenteeism, and the inability or failure of Employees to perform their assigned work competently and promptly. The "group supervisor" continues to have the obligation to perform the work being done by other Employees.

Any Employee who is assigned as a "group supervisor" shall be entitled to additional compensation on the basis of fifty dollars (\$50.00) per work week, for the period of time during which the Employee is assigned as a "group supervisor".

The Employer also shall have the uncontestable right to relieve any "group supervisor" of the additional responsibilities of a "group supervisor", and the Employee shall cease to be entitled to the additional compensation of a "group supervisor".

**SECTION 5.04 - MASTER CONTROL SWITCHER:** The Employer may designate any Employee to work in a "Master Control Switcher" supervisory capacity. The Employer has

the uncontested right to give or take away from such Employee such supervisory capacity and authority. The duties of any person designated as "Master Control Switcher" shall be as follows:

1. Coordinate the technical operations of the MCR area (including VTR and Projection areas), for quality control of such program material, whether for air or rehearsal.

2. Control the switching of audio and video circuits, excluding any production type switchers that may be located in the master control room, whether by initiating pre-programmed automated switching, or by manual audio follow video mode of operation. This function may include the machine control of any film/slide projector, videotape machine, audio cartridge machine or any other program originating device.

3. Assume responsibility for any adjustments that may be required to the automatic film or isolated live camera controls in MCR for periods when the assigned video operator absents himself/herself from his/her position in MCR and during periods when live studios are not in use.

4. Assign usage of all film camera, videotape, unmanned camera, projection and audio or video facilities as needed for any on-air operation, rehearsal, audition, and/or closed-circuit viewing, that is controlled from the MCR area.

5. To follow operational procedures as directed by management and to make operational corrections as necessary (after conferring with the proper department), including, but not limited to, the correction of any errors that may result in any incorrect, faulty, or sub-standard air product.

6. A Master Control Switcher may also be assigned to perform any other functions covered by this Agreement.

7. A Master Control Switcher along with his/her various other duties will be required to prepare a variance report.

8. A Master Control Switcher shall be responsible for monitoring, logging and related operational adjustments for remote control of the television transmitter.

## **ARTICLE VI - RELIEF AND CASUAL EMPLOYEES**

**SECTION 6.01 - RELIEF EMPLOYEES:** Notwithstanding any other provisions set forth in this Agreement, the Employer may employ Relief Employees on a weekly basis for any reasons and without any limitation.

Relief Employees shall be compensated at no less than the minimum rates set forth in this Agreement applicable to the classification in which the Relief Employee is employed. Relief Employees shall have a four (4) hour daily minimum call.

Relief Employees employed in the classification of Technician and/or Technical Operator will receive credit for service for pay purposes only, based upon actual days worked as a Relief Employee, rather than upon the calendar months specified in **SECTION 5.01** of this Agreement, with the understanding that each such month will be equated to twenty-two (22) days, such that, for example, the step of "0 months thru 12 months" shall become "0 days thru 264 days".

The Employer agrees, in lieu of all benefits, e.g. insurance, pension, savings plan, holiday pay, paid sick leave, vacation, etc., for Relief Employees, to pay each Relief Employee a premium of ten percent (10%) above his/her applicable base pay. However, in the event the Employer is required by any city, state or Federal law or regulation to make any contributions for medical benefits on behalf of any Relief Employees then the Employer shall cease to have any obligation to pay such ten percent (10%) premium on behalf of any Relief Employees under this Agreement. Notwithstanding the above, if any of the ten (10) following holidays falls on a Relief Employee's scheduled work day, New Year's Day (January 1), Martin Luther King's Birthday, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving or Christmas Day, the Relief Employee shall receive compensation at a rate of an additional half (1/2) time for all work performed on such days.

In addition to the above, the following provisions of this Agreement will not be applicable to Relief Employees: **ARTICLE IX, SECTION 9.01; ARTICLE X; ARTICLE XI; ARTICLE XII; ARTICLE XIII, and ARTICLE XIV.**

The Employer shall not be obligated to include a Relief Employee on the daily work schedule described in **SECTION 7.06** of this Agreement prior to a Relief Employee's first actual day of employment, or to provide the Union with seven (7) days notice of an opening for a Relief Employee described in **SECTION 4.01** of this Agreement.

The Employer agrees to advise the Union of the name of all Relief Employees prior to their commencing their employment in that category. If the Employer fails to so advise the Union that a particular Employee is being employed in the Relief Employee category, that Employee shall be deemed to be a Casual Employee, e.g., he/she counts against the twenty percent (20%) "cap" set forth below, until such time as the Union receives notice that such Employee is in fact employed in the category of a Relief Employee.

In accordance with the above, the Employer shall have the right to discharge a Relief Employee with or without cause, and the Employer's decision shall not be subject to the grievance and arbitration provisions of this Agreement.

**SECTION 6.02 - CASUAL EMPLOYEES:** Notwithstanding any other provisions set forth in this Agreement, the Employer may employ Casual Employees on a daily basis for any reasons.

The number of Casual Employees utilized during any single day shall not exceed twenty percent (20%) of the total number of full-time Regular Employees. In the event the percentage

computation results in other than a whole number, the computation shall be rounded off to the higher number.

Casual Employees shall be compensated on a pro-rata basis for the hours actually worked at no less than the minimum rates set forth in this Agreement applicable to the classification in which the Casual Employee is employed. Casual Employees shall have a four (4) hour daily minimum call.

Casual Employees employed in the classification of Technician and/or Technical Operator will receive credit for service for pay purposes only, based upon actual days worked as a Casual Employee, rather than upon the calendar months specified in **SECTION 5.01** of this Agreement, with the understanding that each such month will be equated to twenty-two (22) days, such that, for example, the step of "0 months thru 12 months" shall become "0 days thru 264 days".

The Employer agrees, in lieu of all benefits, e.g., insurance, pension, savings plan, holiday pay, vacation, etc., for Casual Employees, to pay each Casual Employee a premium of ten percent (10%) above his/her applicable base pay. However, in the event the Employer is required by any city, state or Federal law or regulation to make any contributions for medical benefits on behalf of any Casual Employees then the Employer shall cease to have any obligation to pay such ten percent (10%) premium on behalf of any Casual Employees under this Agreement. Notwithstanding the above, if any of the ten (10) following holidays falls on a Casual Employee's scheduled work day, New Year's Day (January 1), Martin Luther King's Birthday, President's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving or Christmas Day, the Relief Employee shall receive compensation at a rate of an additional half (1/2) time for all work performed on such days.

In the event the Company determines to send an Employee on an overnight assignment outside the territorial jurisdiction established in **SECTION 2.01 - TERRITORIAL JURISDICTION** herein, the Employer agrees to give qualified full-time Employees preferential consideration, availability and qualifications being equal, over Casual Employees for such assignments. However, the Employer's decision in this regard, shall not be subject to the grievance and arbitration provisions of this Agreement.

In addition to the above, the following provisions of this Agreement will not be applicable to Casual Employees: **ARTICLE VII, SECTIONS 7.05, 7.06, 7.07, and 7.09; ARTICLE IX, SECTION 9.01; ARTICLE X; ARTICLE XI, ARTICLE XII; ARTICLE XIII, and ARTICLE XIV.**

The Employer shall not be obligated to include a Casual Employee on the daily work schedule described in **SECTION 7.06** of this Agreement, or to provide the Union with seven (7) days notice of an opening for a Casual Employee described in **SECTION 4.01** of this Agreement.

In the event a Casual Employee "makes a commitment" to work for the Employer and the work scheduled for that day is cancelled by the Employer less than twenty (20) hours before the start of the assignment due to reasons under the control of the Employer, the Casual Employee shall receive one half (1/2) of his/her straight time rate for the hours scheduled for that cancelled day. Work cancelled because of weather, breaking news or other events beyond the control of the Employer would not entitle the Casual Employee to the above compensation.

In accordance with the above, the Employer shall have the right to discharge a Casual Employee with or without cause, and the Employer's decision shall not be subject to the grievance and arbitration provisions of this Agreement.

The Employer, prior to employing a Casual Employee, shall first provide an Employee who is, at the time, on layoff and entitled to a right of recall pursuant to ARTICLE XII, SECTION 12.03 - RE-CALLS of this Agreement, preferential consideration for the Casual assignment, provided the Employee is, at the time, able to report for, and is qualified to perform the functions involved in, the Casual assignment. Such an Employee shall be qualified for the purposes of this Section only if the Employee's primary functions, prior to the Employee's layoff, included the functions to be involved in the Casual assignment. The Employer's determination regarding qualifications as described above, shall not be subject to the grievance and arbitration provisions of this Agreement. The Union agrees that the Employer, in providing the preference described above, need only make a reasonable effort to contact the Employee at the last telephone number for the Employee on file with the Employer.

### **ARTICLE VII - WORK WEEK, WORK DAY, OVERTIME, ETC.**

**SECTION 7.01 - WORK WEEK:** The regular work week shall consist of seven (7) days starting at 12:01 a.m. Sunday until 12:00 p.m. midnight the following Saturday. Each full-time Employee is guaranteed, during each regular work week, forty (40) hours work or forty (40) hours pay (on the basis of eight (8) hours per work day for five (5) work days); provided, however, that whether or not an absent Employee is to be paid for time absent during the work week is left entirely to the Employer. Furthermore, it is understood that overtime will be calculated as stated in SECTION 7.03 - OVERTIME, Paragraph 1.

The initial work week for new Employees will not include any benefits, wages or penalties prior to the Employee's first day of work. The Employee will be paid during his/her initial start week and his/her final week for only the days actually worked.

**SECTION 7.02 - BASIC WORK WEEK/WORK DAY:** Employees may be assigned by the Employer to have an "eat-on-the-job" meal period, in which event such Employees' work day shall consist of eight (8) elapsed hours.

Alternatively, the Employer may assign Employees an unpaid meal period of not less than thirty (30) consecutive minutes nor more than sixty (60) consecutive minutes in duration.

Where an unpaid meal period is assigned, an Employee's work day shall be extended by an equivalent period, and the Employer shall not incur overtime liability as a result of assigning an unpaid meal period, e.g., overtime would not be required until after an Employee has actually worked in excess of eight (8) hours. If the meal period is assigned and it is not allowed in full, the Employee shall be paid in accordance with **SECTION 7.03 - OVERTIME, Paragraph 1.** for that portion of the meal period actually worked.

Where an unpaid meal period is assigned, the Employer shall post the meal period on the schedule provided for in **Section 7.06**, below. In no event, however, shall any premium or penalty be incurred if a scheduled meal period is changed, regardless of the notice involved.

#### **SECTION 7.03 - OVERTIME:**

1. All time actually worked by an Employee in excess of eight (8) hours of actual work in a single work day will be paid at time and one-half (1-1/2) the Employee's regular straight time rate.

An Employee's regular straight time rate is one fortieth (1/40th) of the Employee's minimum weekly base salary for the purpose of all "regular straight time rate" calculations set forth in this Article, including, but not limited to, overtime, short-turnaround, schedule change premiums, and penalties for working on schedule days off.

2. If an Employee is required to work beyond eight (8) hours past the mid-point of his/her scheduled work day, the Employer shall, where practicable, grant a thirty (30) minute meal period, on the Employee's own time, at the expiration of the eight (8) hours past the mid-point or within a reasonable time prior thereto.

**SECTION 7.04 - OUT OF TOWN TRAVEL AND REIMBURSEMENT:** Employees who are required to travel and/or work out of town will be reimbursed for expenses in a manner consistent with the current travel reimbursement policy of the Employer. However, when on an out-of-town, overnight assignment, meal expenses shall be reimburse as follows: breakfast - \$11.00, lunch - \$14.00, dinner - \$25.00. In addition, for each night a technician spends out-of-town on an overnight assignment, he/she shall be entitled to \$20.00 for incidental expenses, for items such as but not limited to, newspapers/magazines, toiletries, laundry, personal telephone-computer charges, hotel tips, etc.

Notwithstanding any other provisions set forth in this Agreement, when an Employee is on an overnight assignment outside the United States, such Employee shall be paid a daily premium of four hundred seventy-five dollars (\$475.00) for each work day on which the Employee actually works, or actually works and travels, or actually travels, in excess of eight (8) hours (exclusive of any assigned meal period(s)), and such daily premium shall be in lieu of all penalties and/or premiums in this Agreement, including but not limited to, all overtime, short-turnaround, meal penalties, fees, etc., and shall be in addition to the daily eight (8) hours of regular straight time rate to which the Employee would be entitled as provided in **SECTION 7.01**, above.

When an Employee is on an out of town assignment outside the United States, the Employee, if assigned to perform work on a sixth (6th) or seventh (7th) day, shall receive a minimum of eight (8) hours at time and one-half the Employee's regular straight time rate. If an Employee on such an out of town assignment is required to work and/or travel in excess of eight (8) hours (exclusive of any assigned meal period(s)) on a sixth (6th) or seventh (7th) day, the Employee shall be paid for all such excess work and/or travel on the basis of the four hundred seventy-five dollars (\$475.00) daily premium set forth above, e.g., such premium shall be in lieu of all penalties and/or premiums in this Agreement, including but not limited to, all overtime, short-turnaround, meal penalties, fees, etc.

The Employer shall not have the right to require an Employee to travel on an overnight assignment outside the United States.

Notwithstanding any other provisions set forth in the Agreement, when an Employee is on an overnight assignment outside the territorial jurisdiction established in **SECTION 2.01** of this Agreement, but within the United States, none of the penalties and/or premiums in this Agreement, including short-turnaround, meal penalties, fees, etc., but excluding overtime as provided for in **SECTION 7.03 - OVERTIME, Paragraph 1.** above, shall be paid in such circumstances.

Where an Employee on an overnight assignment is required to remain away on the Employee's day or days off, the Employee shall not be compensated for such day or days off not worked.

**SECTION 7.05 - DAYS OFF:** When scheduling each Employee's regular work week the Employer shall give each Employee two (2) consecutive scheduled days off, which shall consist of at least fifty-eight (58) hours, and which days shall be either (1) consecutive within the regular work week, or (2) shall be Saturday and Sunday.

If any Employee has to start his/her next work week within the fifty-eight (58) hours, he/she shall be paid at the rate of time and one-half his/her regular straight time rate for any portion actually worked of said fifty-eight (58) hours, provided, however, that the one-half time penalty is not applicable if the reduction of the fifty-eight (58) hours is caused by working overtime, and provided, further, that the half time penalty may be waived by Employees and the Union for the purpose of rotating shifts, or scheduling an Employee's days off wherever possible to immediately precede or follow his/her vacation week or weeks.

1. **Consecutive Days Worked:** In the event an Employee is required to work more than seven (7) consecutive days without having been scheduled two (2) consecutive days off, he/she is to be paid at time and one-half (1-1/2) the Employee's regular straight time rate for all work performed after the seventh (7th) day until such Employee is scheduled two (2) consecutive days off.

2. **Minimum Call:** An Employee may be scheduled/assigned on the basis of a four (4) hour minimum call on his/her scheduled days off.

**SECTION 7.06 - POSTING SCHEDULES AND SCHEDULING CHANGES:** Daily work schedules will be posted at noon on the eleventh (11th) day prior to the work week involved. Posting of work assignments in a computer system such as I-News shall meet the posting requirements in this Section. Any subsequent changes shall be "flagged" in the I-News computer system and shall include the time such change was made. The Employer reserves the right to change the Employee's scheduled days off as late as ninety-six (96) hours prior to the time the days off were originally scheduled provided such newly scheduled days off shall not fall within that ninety-six (96) hour notice period, unless prevented by an unanticipated program change, emergency or other reason beyond the control of the Employer. Employees on vacation will be notified by a letter mailed to their home of any schedule changes. In the event the Employee's scheduled regular work week is changed without the required notice having been given, an overtime premium shall be paid at the rate of one-half (1/2) of the Employee's regular straight time rate for each hour of work performed outside of the regular schedule, subject to the right of the Employer to change the daily starting time as hereinafter provided.

The Employer will not arbitrarily change an Employee's daily starting time schedule during the scheduled regular work week and will, unless prevented by an unanticipated program change, emergency or other reason beyond the control of the Employer, give a twelve (12) hour notice of any change or by the end of his/her prior shift, whichever is less. In the event the commencement of an Employee's daily schedule of hours is changed without the required notice having been given (except for reasons herein specified) an out-of-schedule premium shall be paid at the rate of one-half (1/2) of the Employee's regular straight time rate for all hours of work performed outside of the regular schedule for that day; provided, however, that hours beyond eight (8) in any such work day shall be paid at overtime rates but not out-of-schedule premium. Notwithstanding the above, the Employer may require an Employee to report to work earlier than his/her schedule start time without the above notice provided that the Employee works overtime on that day, in which case no schedule change penalty shall result in such circumstances. In addition, the Employer agrees to notify the Employee by e-mail or phone when a change is made to a posted schedule which requires the Employee to work overtime.

The Employer and the Union agree that all of the penalties and/or premiums provided in this Section shall be waived for all schedule changes that occur due to the scheduling, cancellation or postponement of a parade, sporting event, sports celebration, or other remote or special program, where circumstances not within the control of the Employer affect the scheduling of such events. It is further agreed that any/or all of the penalties and/or premiums provided in this Section may be waived in other circumstances by mutual agreement between the Employer and the Union. The Employer may establish a method of indirect notice to change schedules in connection with special event coverage, parades, etc.

**SECTION 7.07 - WORK PERFORMED ON SCHEDULED DAYS OFF:** If work is performed on any of the two (2) days of the regular work week outside the basic five (5) days work week, said work shall be paid for at the rate of time and one-half (1-1/2) the Employee's regular straight time rate.

**SECTION 7.08 - STARTING DAY'S WORK BEFORE TEN HOURS' REST HAS ELAPSED BETWEEN DAILY SCHEDULE:** There shall be at least a ten (10) hour break between termination of work in one (1) day's work period and commencement of work on the next day, and any Employee who shall be required to commence his/her next day's work before the completion of the ten (10) hour break shall receive time and one-half his/her regular straight time rate for all hours elapsed from the start of work on said next day within such ten (10) hour break. It is understood and agreed that this provision is applicable even though the reduction of the ten (10) hour break was caused by daily overtime worked the previous day. However, the above short-turnaround penalty shall not apply where the work performed within the ten (10) hour break period resulted from Employee absences, e.g., sickness, from breaking news stories; or from other reasons outside the control of station management.

**SECTION 7.09 - REPORT-IN PAY ON SCHEDULED DAYS OFF:** If the Employer notifies an Employee to report for work on a scheduled day off and then cancels such tour with at least twelve (12) hours' notice prior to start time, the Employee shall not receive any compensation in such circumstances. In the event that the Employer notifies an Employee to report for work on a scheduled day off and then cancels such tour upon less than twelve (12) hours' notice prior to start time, the Employee shall be paid eight (8) hours at time and one-half (1-1/2) the Employee's regular straight time rate. However, where the Employer notifies an Employee to report for work on a scheduled day off in connection with the scheduling, cancellation or postponement of a parade, sporting event, sports celebration, or other remote or special program, where circumstances not within the control of the Employer affect the scheduling of such events, the Employer may cancel such tour upon less than twelve (12) hours' notice, prior to start time, without any overtime or penalty/premium payment. The Employer may establish a method of indirect notice to cancel such tours in connection with special event coverage, parades, etc.

**SECTION 7.10 - CALL-BACK:** In the event an Employee is called back to work after completion of his/her assigned shift for that day, such call-back hours shall be compensated at the overtime rate of one and one-half (1-1/2) times the Employee's regular straight-time hourly rate, with a minimum of four (4) hours. However, where the Employee has completed the call-back assignment within a time period less than four (4) hours from the completion of his/her assigned shift, the Employer can pay for the actual time elapsed from the completion of the assigned shift and the completion of the call-back assignment rather than the above reference four (4) hour minimum.

**SECTION 7.11 - NIGHT DIFFERENTIAL:** A supplement of fifteen percent (15%) of the Employee's regular straight time rate will be paid for all hours worked between 12:00 a.m. and 5:00 a.m.

**SECTION 7.12 - PYRAMIDING OVERTIME:** It is understood and agreed that time for which a premium has been paid shall not be included in calculating time worked for the purpose of ascertaining whether any other time worked shall be paid at a premium, and in no instance shall any premium be more than double time.

## **ARTICLE VIII - LOCAL TRANSPORTATION REIMBURSEMENT**

**SECTION 8.01 - TRANSPORTATION AND USE OF CAR:** An Employee required to use a personal automobile in the execution of Company business shall be reimbursed in accordance with Company policy, which currently is fifty-eight and one-half cents (58.5¢) per mile, with the minimum payment of four dollars (\$4.00) for each work day involved.

## **ARTICLE IX-A – KYW-TV PENSION AND INSURANCE AND POLICY BENEFITS**

The Group W Pension Plan component of the CBS Combined Pension Plan (for “grandfathered” employees), the Cash Balance Plan component of the CBS Combined Pension Plan (for “non-grandfathered” employees who were actively participating in the Group W Pension Plan component prior to April 1, 1999), the CBS Fund the Future Restricted Share Unit Program, CBS 401(k) Plan, CBS Medical Plans, CBS Flexible Spending Account (FSA) Plan, CBS Dental Plan, CBS Life and Accident Insurance Plans, CBS Long Term Disability Plan, in effect as of the date of this Agreement, including any amendments made to these plans by CBS during the term of this Agreement, will be applicable to all regular full-time Employees (not casual/relief Technicians) in the bargaining unit covered by this Agreement.

It is understood that any Union represented Employee who participates in any Company sponsored benefit plan (e.g., pension plan, medical plan, etc.) and/or policy (e.g., sick leave, jury duty, travel insurance, etc.), does so on the same basis as other, non-union employees of KYW-TV. Therefore, as has been understood in the past, changes may be made in any such plan and/or policy which are applicable to other, non-union employees of KYW-TV, and such changes will apply to Employees covered by this Agreement, and the Company will have no obligation to bargain over such changes with the Union.

By way of example, but not limitation, changes in any such plan or policy may include termination of the plan or policy, substitution of, or merger with, another plan or policy, or part of such plan or policy, modifications in the terms of the plan or policy, all subject to the condition that where the changes apply to non-union employees of KYW-TV, they will apply to Employees covered by this Agreement.

The parties also agreed that notwithstanding anything contained in this Agreement to the contrary, anyone leasing or buying all or part of an operation cannot literally assume this entire Agreement, because certain plans and policies therein are unique to the Company. Thus, anyone buying or leasing all or part of KYW-TV will not be obligated to assume those provisions of the Agreement which relate to benefit plans or policies which are provided by the Company. However, it is understood that if such purchaser/lessor does not assume some or all of the provisions of this Agreement which relate to benefit plans or policies, that the purchaser/lessor must bargain in good faith with the Union as to what replacement benefit plans or policies, if any, shall be provided.

## **ARTICLE IX-B – WPSG-TV PENSION AND INSURANCE AND POLICY BENEFITS**

The CBS Pension Plan, CBS 401(k) No Match Plan (CESP), CBS Medical Plans, CBS Flexible Spending Account (FSA) Plan, CBS Dental Plan, CBS Life and Accident Insurance Plans, CBS Long Term Disability Plan, in effect as of the date of this Agreement, including any amendments made to these plans by CBS during the term of this Agreement, will be applicable to all regular full-time Employees (not casual/relief Technicians) in the bargaining unit covered by this Agreement.

It is understood that any Union represented Employee who participates in any Company sponsored benefit plan (e.g., pension plan, medical plan, etc.) and/or policy (e.g., sick leave, jury duty, travel insurance, etc.), does so on the same basis as other, non-union employees of WPSG-TV. Therefore, as has been understood in the past, changes may be made in any such plan and/or policy which are applicable to other, non-union employees of WPSG-TV, and such changes will apply to Employees covered by this Agreement, and the Company will have no obligation to bargain over such changes with the Union. However, notwithstanding the above, as has been understood and agreed to in the past, IATSE represented Employees at WPSG-TV shall continue in the Vanguard 401(k) Plan. It is understood that the Vanguard 401(k) Plan will be merged with another 401(k) Plan to form the CBS 401(k) No Match Plan (CESP), effective January 1, 2003. IATSE represented employees at WPSG-TV shall be covered by that new union 401(k) Plan after January 1, 2003.

By way of example, but not limitation, changes in any such plan or policy may include termination of the plan or policy, substitution of, or merger with, another plan or policy, or part of such plan or policy, modifications in the terms of the plan or policy, all subject to the condition that where the changes apply to non-union employees of WPSG-TV, they will apply to Employees covered by this Agreement.

The parties also agreed that notwithstanding anything contained in this Agreement to the contrary, anyone leasing or buying all or part of an operation cannot literally assume this entire Agreement, because certain plans and policies therein are unique to the Company. Thus, anyone buying or leasing all or part of WPSG-TV will not be obligated to assume those provisions of the Agreement which relate to benefit plans or policies which are provided by the Company. However, it is understood that if such purchaser/lessor does not assume some or all of the provisions of this Agreement which relate to benefit plans or policies, that the purchaser/lessor must bargain in good faith with the Union as to what replacement benefit plans or policies, if any, shall be provided.

## **ARTICLE X - HOLIDAYS**

**SECTION 10.01 - PAID HOLIDAYS:** New Year's Day (January 1), Martin Luther King's Birthday, Easter, Thanksgiving and Christmas Day (December 25<sup>th</sup>) shall all be paid holidays. Work performed on the above mentioned holidays shall be compensated for as follows:

1. If the holiday falls on an Employee's scheduled work day and the Employee is scheduled to work, the Employee shall receive compensation at the rate of an additional half (1/2) time for all work performed on such day.

2. If the holiday falls on an Employee's first scheduled day off and the Employee is required to work on such day, the Employee would receive an additional half (1/2) time payment plus a penalty payment of seven dollars and fifty cents (\$7.50). If the holiday falls on an Employee's second scheduled day off after having been required to work on such Employee's first scheduled day off immediately preceding, the Employee will receive an additional full-time payment plus a penalty payment of seven dollars and fifty cents (\$7.50).

In both of the above examples, the Employee will receive an additional day off within a period of twelve (12) months. In the event such a day off is not given to the Employee within twelve (12) months, they shall receive one (1) day's pay in lieu of such day off.

3. It is agreed that Employees may elect to substitute Yom Kippur, Rosh Hashanah, January 6th or other religious holidays in lieu of these special holidays.

If a holiday specified above falls on an Employee's day off and they are not required to work on such day, they shall receive one (1) extra day off within a period of twelve (12) months or one (1) day's pay in lieu of such extra day off.

Requests for an additional day off (a "payback day") must be selected and taken within twelve (12) months, plus fourteen (14) days, following the particular holiday (e.g., New Year's Day, Martin Luther King's Birthday, Easter, Thanksgiving Day and Christmas Day). If within the twelve (12) months, plus the fourteen (14) days following the holiday, the Employee elects payment in lieu of an additional day off, he/she may request such payment on the appropriate form. If the Employee has not selected and taken the day off or requested payment in lieu of an additional day off, as outlined above, the Employee will automatically receive payment in lieu of an additional day. It is the Employee's responsibility to keep a record of these "payback days" and how they were used; payment in lieu of, or as an additional day off.

With regard to holidays covered by the terms and conditions of this Article, the Company shall be under no obligation to schedule these payback days so that they are contiguous with vacation, days off, or other payback days. All reasonable requests for days off (including for religious holidays) will be considered subject to reasonable notification and subject to the Employer's operating necessities. The Company agrees it will make a good faith effort to accommodate such requests for days off. However, the granting of payback days is on a "first come, first serve" basis, subject to the Employer's operating necessities. The Company will make a good faith effort to approve or reject such requests by no later than twelve (12) days prior to the date requested. One payback day per calendar year may be used on an emergency basis. The Employee is expected to request the emergency payback day on a timely basis within the same guidelines for calling out for an illness. While approval of an emergency payback day will be subject to manager approval, for this one emergency day per year the Company will endeavor to accommodate such requests unless it presents a significant strain on the operating necessities of

the Station. It is understood that a request for an emergency payback day during the weeks of Thanksgiving Day and the two weeks that contain Christmas Day and New Year's Day will be a significant strain on the operating necessities of the Station. Therefore, only emergencies of a demonstrable, extraordinary nature will be considered during these three weeks. Once approved a scheduled payback day shall not be revoked except in cases of Station emergency.

**SECTION 10.02 - OTHER HOLIDAYS:** In lieu of the five (5) following holidays: Washington's Birthday (February 22), Memorial Day (May 30), Independence Day (July 4), Labor Day, and Veterans Day, each Employee will receive an additional week off with pay, and such five (5) days shall not be deemed holidays under this Agreement. In the event the Employee is hired or terminated during a calendar year, such holiday allowance shall be pro-rated, based on the number of such "holidays" occurring within the individual Employees period of employment, provided the Employee has not received any other time off with pay for such "holidays".

## **ARTICLE XI - VACATION**

**SECTION 11.01 - VACATIONS:** The Employer shall grant to each Employee covered by this Agreement vacation with weekly salary in accordance with the then current vacation policy of the Employer.

**SECTION 11.02 - VACATIONS - "PRIME VACATION PERIOD":** An Employee shall be entitled to select no more than two (2) weeks of earned vacation during his/her first vacation pick in the "prime vacation period". The "prime vacation period" shall consist of the seventeen (17) calendar weeks starting with the calendar week that includes the Memorial Day holiday.

Core: 3 Vacation positions Christmas/New Years weeks.

Studio: 2 Vacation positions Christmas/New Years weeks.

**SECTION 11.03 - VACATION IN LIEU OF SPECIFIED HOLIDAYS:** An Employee who, in accordance with **SECTION 10.02 - OTHER HOLIDAYS**, selects an additional week of paid vacation in lieu of the five (5) specified holidays, may select the additional week of vacation during the remaining calendar weeks of the given calendar year.

**SECTION 11.04 - VACATION SELECTION:** An Employee shall select vacation, on the basis of seniority, within that separate functional area to which the Employee is assigned by the Employer on September 1, as follows:

1. Core
2. Studio
3. News Editors
4. News Photographers
5. Maintenance/Transmitter

6. Post-Production Editors
7. Electronic/Graphic Artists

The Employer agrees that the Employees who are assigned within the Core area at the time of vacation selection shall be entitled to a total of three (3) vacation positions for selection, on the basis of seniority, for the entire group of such Employees, in the calendar weeks during which Christmas and News Years are observed.

The Employer agrees that the Employees who are assigned within the News area (News Photographers and News Editors) at the time of vacation selection shall be entitled to a total of five (5) vacation positions for selection (3 News Photographers, 2 News Editors), on the basis of seniority, for the entire group of such Employees, in the calendar weeks during which Christmas and New Years are observed.

The Employer agrees that the Employees who are assigned within the Studio area at the time of vacation selection shall be entitled to a total of two (2) vacation positions for selection, on the basis of seniority, for the entire group of such Employees, in the calendar weeks during which Christmas and New Years are observed.

The Employer agrees that the Employees who are assigned within the Electronic/Graphic Artists area at the time of vacation selection shall be entitled to a total of two (2) vacation positions for selection, on the basis of seniority, for the entire group of such Employees, in the calendar weeks during which Christmas and New Years are observed. Otherwise it is understood that Electronic/Graphic Artists shall be limited to one (1) vacation position per week in the remainder of the year.

**SECTION 11.05 - VACATION SCHEDULING:** The Employer agrees to meet with the Union prior to the start of vacation scheduling for the purpose of discussing vacation scheduling.

Thereafter, the Employer shall prepare a vacation schedule which shall provide each Employee who is entitled to at least two (2) weeks of vacation with the opportunity to select no less than two (2) weeks of vacation, within their own separate functional area, during the "prime vacation period".

No later than September 1st of the given calendar year immediately preceding the calendar year during which the vacation being selected shall actually be taken, the Employer will provide the Union with the vacation schedule.

Thereafter, the Union, through the shop stewards, will have the Employees complete their total vacation selection and return the completed list to the Employer not later than December 1st of the given calendar year immediately preceding the calendar year during which the vacation being selected shall actually be taken.

Thereafter, no Employee shall have the right to change a vacation selection, even if the Employee is assigned to a different functional area after the Employee's vacation selection, without prior Company approval in writing.

The Company and the Union agree that an Employee, with a minimum of our (4) weeks notice, may schedule earned payback days contiguous with a scheduled vacation week in order to allow that Employee to connect his/her scheduled vacation week with the Employee's scheduled off days that are not contiguous with his/her scheduled vacation week.

The Employer thereafter shall post the vacation schedule by no later than December 15th of the given calendar year immediately preceding the calendar year during which the vacation being selected shall actually be taken.

Vacations are subject to the Company's operating necessities, e.g., limits can be placed on the number of Employees on vacation at the same time who perform the same particular job function, or during "rating" periods; except that at least one (1) week of vacation must be available throughout the calendar year for each functional area set forth in Section 11.04 above.

Employees who have two (2) mid-week days off (Monday-Friday) and who have all of their vacations scheduled as seven (7) day blocks (5 days of vacation and 2 off days) [or multiples of that for multiple contiguous weeks of vacation] may have at least (3) of those vacation weeks (only two (2) in "prime") scheduled to start mid-week after the Employee's second day off to enable such Employee to get nine (9) consecutive days off for a week of vacation [two (2) days off, five (5) days vacation, two (2) days off] or sixteen (16) days off in the case of two (2) contiguous weeks of vacation. Those weeks that an Employee wishes to have covered by this provision shall be so designated at the time such weeks are selected by the Employee. Once designated these weeks cannot be changed thereafter unless management approves such requested change.

Nothing in this Agreement shall be deemed to restrict an Employee from volunteering to change his/her scheduled vacation week due to the operating necessities of the Station. The Station agrees to cover all reasonable, demonstrable costs incurred by an Employee as a result of such change.

**SECTION 11.06 - RECALL FROM VACATION:** No Employee may be called to duty for any reason during the Employee's vacation period.

**SECTION 11.07 - VACATION PAY ON TERMINATION:** An Employee who terminates employment with the Employer shall be entitled to receive, upon the Employee's termination, vacation pay in accordance with the CBS Station Group vacation severance pay policy in effect at the time this Agreement is executed.

## **ARTICLE XII - LAYOFF, SEVERANCE, RECALL, SENIORITY, ETC.**

### **SECTION 12.01 - LAYOFF:**

1. Regular full-time Employees shall be classified by the Employer as being on one of five (5) separate seniority lists. The Employer may classify an Employee as being on any seniority list which represents a job function which is being performed by the Employee. Each seniority list shall be considered a separate seniority classification for layoff and re-call purposes, and Employees shall have seniority as defined in **SECTION 12.06 - SENIORITY** only among the other regular full-time Employees on their respective seniority list. The Employer may transfer an Employee from one seniority list to another seniority list which represent a job function which is being performed by the Employee. Employees who are transferred from one seniority list to another shall retain their seniority as defined in **SECTION 12.06 - SENIORITY** for the purpose of placement on the new seniority list, but shall not retain such seniority on the seniority list from which the Employee was transferred. However, such transfers shall not be effective for layoff purposes until three (3) months after written notice of such transfer is given to the Union. Nothing in this Article shall be construed as in any way restricting the Employer's right to assign any Employee to perform any and all of the functions covered by this Agreement including performing such functions simultaneously, as provided for in **Section 3.03** of this Agreement. The following are the five (5) seniority lists:

- 1) News Photographers/News Editors/Post-Production Editors
- 2) Maintenance Technicians
- 3) Core Employees
- 4) Studio Employees
- 5) Electronic/Graphic Artists

2. Regular full-time Employees who are on the payroll as of May 2, 1991, shall be laid off by inverse order of seniority within the Employee's respective seniority list.

3. Employees who are initially employed as regular full-time Employees after May 2, 1991, shall be laid off according to the following:

In the event a layoff is necessary in the opinion of the Employer within any one of the above seniority classifications, layoffs shall be made based on the Employer's assessment of the Employees within the affected seniority classification as concerns their relative skill, training, efficiency, versatility, ability to perform the functions which will remain to be performed following the layoff and other abilities, job performance issues (including performance evaluations), and the disciplinary record of the Employees. Where, in the judgment of the Employer, the above factors are not equal between or among Employees within the affected seniority classification, the Employer may layoff Employees within the affected seniority classification other than in inverse order of seniority. Where, in the judgment of the Employer, the above factors are equal between or among Employees within the affected seniority classification, seniority shall govern, such that layoffs shall occur in the inverse order of seniority among those Employees. In the event the Employer, based on its assessment of the above

referenced criteria, has laid off an Employee other than in inverse order of seniority within the affected seniority classification, the Employer's decision with respect to such layoffs shall not be subject to **ARTICLE XVI - GRIEVANCE AND ARBITRATION**, except as provided for in this **Section 12.01.**

4. In the event of a layoff within any one of the above seniority classifications, the Employer shall not layoff any Employee within the affected seniority classification who is on the payroll as of May 2, 1991, until all Employees who are initially employed after May 2, 1991, and who are within the affected seniority classification, have been laid off in accordance with **Section 12.01, Par. 3.** above.

5. Either party desiring arbitration of an issue concerning a layoff shall have the right, upon written notification to the other party, to proceed directly to arbitration under the terms of **ARTICLE XVI - GRIEVANCE AND ARBITRATION** of this Agreement, and, in such an event, either party may request the American Arbitration Association to conduct the arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

In any arbitration proceeding where an issue concerns a layoff of a regular full-time Employee initially employed after May 2, 1991, other than in inverse order of seniority within the affected seniority classification under the above referenced criteria, the authority of the Arbitrator shall be limited to a determination of whether the Employer's decision was arbitrary and capricious. Therefore, the Arbitrator shall not have the power to substitute his or her judgment for that of the Employer, and must sustain the Employer's decision unless the Union has established beyond any doubt that there is no factual basis in the record to support the Employer's decision.

**SECTION 12.02 - SEVERANCE ALLOWANCE:** An Employee involuntarily laid off as a result of a reduction in force shall receive severance pay in an amount equal to two (2) weeks' pay at his/her applicable base rate of pay for each full year of service with the Station, with a maximum of forty two (42) weeks' severance pay.

All notice/severance pay under this Agreement shall be paid in weekly installments of one (1) week's pay each, commencing with the first week following severance. If an Employee is recalled or re-hired by the Employer, or by any part of CBS, Inc., before receiving all the notice/severance pay installments for which he/she would otherwise be eligible, he/she shall not receive any further notice/severance pay installments after such recall or re-hiring. Employees on layoff with recall rights who work as a Casual or Relief Employee shall have their severance pay suspended for periods in which they work in this capacity (e.g., severance pay will not be paid during periods such Employee works as a Casual or Relief Employee) but such suspended severance pay shall be reinstated when they cease working as a Casual/Relief Employee. An Employee recalled under this Article, as well as any former Employee re-hired by the Employer, shall not be given credit for severance purposes for any period of prior employment for which severance pay was previously granted. Any Employee who waives any recall rights in writing

that he/she may have at the time of his/her involuntary layoff shall be paid severance pay in a lump sum.

The granting of severance pay as outlined in this Section 12.02 above is expressly conditioned on an Employee having executed a complete release agreement on a form determined and provided by the Employer prior to receipt of such severance pay. The Employer has the unilateral right to determine the provisions of the release agreement.

**SECTION 12.03 - RECALLS:** Only regular full-time Employees shall have recall rights. A regular full-time Employee shall have recall rights for a period of time after the date of his/her layoff equal to the length of the laid off regular Employee's seniority, up to a maximum period of twelve (12) months of recall rights, and only for openings within his/her applicable seniority list at the time of his/her layoff.

Regular full-time Employees who are on the payroll as of May 2, 1991, with recall rights, shall be selected for recall for openings within their former seniority classification in inverse order in which they were laid off.

Employees who are initially employed as regular full-time Employees after May 2, 1991, with recall rights, shall be selected for recall of openings within their former seniority classification based on the Employer's assessment of the Employees, with recall rights, within the seniority classification which is the subject of the recall as concerns their relative skill, training, efficiency, versatility, ability to perform the functions which will be performed following the recall and other abilities, job performance issues (including performance evaluations), and the disciplinary record of the Employees. Where the above factors are equal, in the sole opinion of the Employer, seniority shall govern with respect to recalls. In no event shall any Employer decisions with respect to recalls be subject to grievance and/or arbitration.

When a laid off regular Employee is offered re-employment, he/she shall notify the Employer in writing, within seven (7) calendar days, of his/her intention to accept and shall report for work within two (2) calendar weeks of his/her notification to the Employer. Any Employee with recall rights has the right of refusal unless the Employer guarantees seven (7) calendar months continuous employment. Should such Employee fail to fulfill his/her obligations hereunder, the Employer shall have no further obligation to employ him/her.

**SECTION 12.04 - SENIORITY STANDING:** The Employer agrees to furnish the Union annually with a list of all regular Employees within the bargaining unit, indicating on such list the seniority standing of such Employees.

**SECTION 12.05 - PROBATIONARY PERIOD:** Each new Employee shall become a regular Employee upon completion of his/her six (6) month probationary period, and shall have seniority based upon continuous service within the bargaining unit.

**SECTION 12.06 - SENIORITY:** An Employee's seniority shall be based on his/her most recent period of continuous full-time employment at KYW-TV as a regular full-time

Employee working under this Agreement, including employment with former owners of the Station, less any days of unemployment and leaves of absence without pay except as indicated in **SECTION 13.01 - LEAVES OF ABSENCE** and **SECTION 13.02 - LEAVES OF ABSENCE - UNION ACTIVITY**.

**SECTION 12.07 - TECHNOLOGICAL LAYOFF:** The Union recognizes that the broadcasting industry is undergoing significant technological changes and improvements and gives the assurance that it will not prevent or impede such progress. The Company recognizes that employment of individuals covered under this Agreement, who have attained long years of service, may be affected by the new methods of operation. To this end, the Employer agrees that when layoffs due to technological changes or improvements are required, Employees who are laid off as a direct result of such technological changes or improvements due to such reduction in force will be given a special severance allowance as follows:

<u>Years of Service</u>	<u>Special Severance Allowance</u>
2 - 3 years	\$ 500.00
3 - 4 years	600.00
4 - 5 years	700.00
5 - 6 years	800.00
6 - 7 years	900.00
7 - 8 years	1,000.00
8 - 9 years	1,100.00
9 - 10 years	1,200.00

For each year thereafter a sum of one hundred fifty dollars (\$150.00) shall be added per year to extend the schedule up to a maximum of four thousand two hundred dollars (\$4,200.00) for 29-30 years of service.

Such special severance allowance shall be in addition to the severance pay provided for in **SECTION 12.02 - SEVERANCE ALLOWANCE** and shall be disbursed in installments of two hundred dollars (\$200.00) per week. Payment of such special severance allowance, however, is subject to the following qualifications and limitations:

1. If the Employee is recalled for employment prior to the end of the special severance allowance period, and he/she accepts such recall, the special severance allowance installments shall cease as of the time of such recall. If the Employee refused such recall, the special severance allowance installments shall cease as of the time of such refusal; however, if the job for which the Employee is recalled is specified as for a period equal or less than the unused portion of the Employee's special severance allowance period, he/she may refuse the recall and still be entitled to the remaining portion of his/her special severance allowance installments.

2. When an Employee has received the total special severance allowance to which he/she is entitled and is re-employed at any time thereafter, he/she shall not be entitled to a

second special severance allowance unless subsequent to his/her re-employment, he/she accumulates sufficient years seniority to qualify him/her for another special severance allowance and is laid off. Service prior to his/her re-employment shall in no event be counted for this purpose.

3. When an Employee has received a portion of the total special severance allowance to which he/she is entitled and is re-employed at any time thereafter, he/she shall be entitled to the unused portion of his/her special severance allowance upon layoff subsequent to his/her re-employment, plus a second special severance allowance if he/she accumulated sufficient years seniority, subsequent to his/her re-employment, to qualify him/her for the special severance allowance. Service prior to his/her re-employment shall in no event be counted for the purpose of a second special severance allowance.

The granting of severance pay as outlined in this Section 12.07 above is expressly conditioned on an Employee having executed a complete release agreement on a form determined and provided by the Employer prior to receipt of such severance pay. The Employer has the unilateral right to determine the provisions of the release agreement.

**SECTION 12.08:** Nothing in this Agreement shall be construed as requiring the Employer to employ an Employee as a replacement for a laid off Employee.

### **ARTICLE XIII - LEAVES OF ABSENCE**

**SECTION 13.01 - LEAVES OF ABSENCE - SENIORITY:** In the event a regular Employee takes a leave of absence because of illness and returns to the unit within two (2) years, his/her seniority, for purposes of layoff and vacation seniority selection only, upon returning shall include the period of such leave of absence. No service credit shall accumulate towards the amount of vacation an Employee is entitled to when he/she is out on disability or a leave of absence.

**SECTION 13.02 - LEAVES OF ABSENCE - UNION ACTIVITY:** The Employer will arrange a leave of absence for Union activity for not more than two (2) Employees at any one time for specific periods up to two (2) years in duration. Any additional requests for extension of such period shall be granted provided that the total period of the original leave of absence and any extension thereof shall not exceed three (3) years in duration. An Employee granted a leave of absence pursuant to this Section shall accrue seniority, for purposes of layoff and vacation seniority selection only, during such leave of absence or any extension thereof granted pursuant hereto.

With respect to temporary leaves of absence for union activity, the Employer shall not be required to allow more than one (1) Employee to be on such a leave at the same time except for once every three years to attend the IATSE national convention; and for the week of the annual NAB Convention for which no more than two (2) Employees shall be allowed to be on such a leave.

**SECTION 13.03 - LEAVE OF ABSENCE:** Leaves of absence, including but not limited to leaves of absence under the Family Medical Leave Act, shall be granted to Employees in accordance with Company policy. Unpaid leaves of absence shall proportionately reduce an Employee's vacation eligibility in accordance with Company policy.

## **ARTICLE XIV - DISCHARGES**

**SECTION 14.01 - DISCHARGES:** The power to discharge and discipline remains with the Employer. The Employer shall have the right to suspend or discharge any of its Employees for just cause, without notice and/or severance pay. In the event of a discharge of an Employee pursuant to this **Section 14.01**, the Employer agrees to meet with the Union within seven (7) days from the discharge date to give the Union the opportunity to persuade the Employer to reconsider its decision to discharge such Employee. Just cause shall be deemed to include: gross insubordination, theft, repeated lateness or absenteeism, being under the influence of alcohol or drugs while on the job, disorderly conduct on the premises, being physically or mentally unfit to work, failure to comply with previously written Station wide or Company regulations/policies, creating a fire or a safety hazard, or the unauthorized/improper use of Company equipment.

The Parties agree that also included within the meaning of "just cause" is "unsatisfactory performance". For purposes of discharge or discipline under this Agreement, "unsatisfactory performance" means inability or unwillingness to perform the particular work required by the Employer, irrespective of the length of employment of the Employee involved.

The Employer shall continue to follow a process of progressive discipline of Employees.

Should an arbitrator conclude that an Employee who has been discharged by the Employer without notice and/or severance pay under this **Section 14.01** should have been discharged instead under **Section 14.02** below, the sole remedy that may be awarded by the arbitrator shall be the payment of two (2) weeks' salary, as set forth in **Section 14.02**.

**SECTION 14.02 - DISCHARGES:** The Employer shall have the right to discharge any of the Employees for any justifiable reason other than as set forth in **Section 14.01** above on two (2) weeks' notice or on the payment of two (2) weeks' salary.

**SECTION 14.03 - DISCHARGES - DURING PROBATIONARY PERIOD:** The Employer shall have the right to discharge any Employee for any reason without any notice or severance pay during the first six (6) continuous months of his/her employment, and such discharges shall not be subject to grievance or arbitration.

**SECTION 14.04 - SUSPENSIONS:** The Employer will notify the Union immediately upon the suspension of an Employee and will be accessible to discuss and review the matter with the Union promptly thereafter.

**SECTION 14.05:** Nothing in **ARTICLE XII - LAYOFF, SEVERANCE, RECALL, SENIORITY, ETC.** of this Agreement shall be construed as limiting in any way the Employer's

right to discipline and/or discharge an Employee in accordance with this Article, and other applicable provisions of this Agreement.

**SECTION 14.06:** Nothing in this Agreement shall be construed as requiring the Employer to employ an Employee as a replacement for a discharged Employee.

## **ARTICLE XV - MANAGEMENT RIGHTS, ETC.**

**SECTION 15.01 - MANAGEMENT RIGHTS:** Except as specifically restricted in this Agreement, the Employer's management rights shall include, but shall not be limited to, the right to direct, control and manage its operations; to require Employees to work in job classifications other than the specific job classification of the Employee; to hire, suspend, or layoff Employees; to maintain proper discipline and efficiency; to direct the working force; to discipline, demote, suspend, terminate or otherwise relieve Employees from duty for just cause; to assign or reassign the work to be performed by Employees; to determine the material to be broadcast; to select those with whom the Company will do business, to extend, maintain, curtail, sell or terminate all or any part of the operations of the Company's facilities; to test new methods or facilities; to establish and maintain regulations, including reasonable rules and regulations relating to safety. While the above rights are vested exclusively in the Employer, the Employer agrees it will not exercise any of its management prerogatives for the purpose of discriminating against any Employee because of his/her membership in or activities on behalf of the Union.

**SECTION 15.02 - PERFORMANCE REVIEW SYSTEM:** The Employer's management rights include the right to design, create, and implement a job performance evaluation system. The Employer has the right to require Employees to attend job performance reviews. The Employer and the Union agree that if an Employee disagrees with any written job performance review, that either the Employee and/or the Union shall have recourse thereafter to attach a written rebuttal to the Employee's performance review which shall be attached thereto in the Employee's personnel file.

**SECTION 15.03 - COMPANY POLICY MANUAL, CONFLICT OF INTEREST QUESTIONNAIRES, CODE OF ETHICS & CONDUCT, ETC.:** The Union and the Employees covered by this Agreement agree that all Employees shall review the standard Company Policy Manual, the standard Company Code of Business Ethics & Conduct, the Company Conflict of Interest Questionnaire, the Company Rules of Conduct, and other similar standard Employer policies/directives including but not limited to regulatory, safety and/or operational policies and procedures and acknowledge both receipt and that he/she has read such standard Company policies/directives. If any Employee has any questions or concerns as to the interpretation or application of such standard Company policies/directives, he/she shall have the obligation to seek a resolution to such questions or concerns by seeking clarification from appropriate Station management. Failure to comply with the requirements of this provision shall be deemed just cause for disciplining an Employee, up to and including discharge. Such disciplinary action taken by the Company shall be subject to the provisions of **ARTICLE XIV - DISCHARGE** and **ARTICLE XVI - GRIEVANCE AND ARBITRATION** of this Agreement.

**SECTION 15.04 - MONTHLY MEETINGS:** The Employer and the Union, through their respective designated representatives, shall meet once each month to discuss working conditions and the improvement of the Employee-Employer relationship. Two (2) Local 804 Union representatives will be released from duty to attend without loss of pay. Grievances may be discussed during such meetings.

**SECTION 15.05 - UNION GRIEVANCE COMMITTEE:** Representatives of the Union Grievance Committee will be paid at the straight time or overtime rate, whichever is applicable, for meetings specifically requested by the Company.

**SECTION 15.06 - DRUG/ALCOHOL TESTING:** Nothing in this Agreement shall in any way limit the Employer's management rights to unilaterally establish a drug/alcohol testing program for Employees covered by this Agreement. Nothing in connection with the creation or implementation of such a drug/alcohol testing program shall be subject to grievance and/or arbitration under this Agreement including any decision to require an Employee to take such a test or the validity and/or accuracy of the results of any such test. However, the Union may grieve or arbitrate the sole issue of whether any disciplinary action that may subsequently directly arise out of the results of any such drug/alcohol test followed a policy of progressive discipline.

## **ARTICLE XVI - GRIEVANCE AND ARBITRATION**

### **SECTION 16.01 - GRIEVANCE AND ARBITRATION:**

1. In the event there is any grievance, dispute or difference between the Union and the Employer with respect to the interpretation or application of this Agreement, notice will be given by the aggrieved party, to the appropriate management or labor representative, within fifteen (15) calendar days from when the Union or Management representative becomes aware of the act or commission regarding which the individual is aggrieved. An earnest effort will be made to settle such grievance promptly by the designated representatives of the Union and the Employer.

2. Each grievance shall first be discussed between the appropriate Union steward and the supervisor in charge of the location involved in the dispute (or their substitute if they are unavailable because of illness or on vacation) in an effort to reach an amicable settlement. If no such settlement can be reached, either party wishing to process the grievance further must give specific notice in writing of the grievance to the other within thirty (30) calendar days from when the Union or Management representative initially became aware of the act or omission regarding which the individual is aggrieved.

3. Within fifteen (15) calendar days after the written presentation of the grievance, the duly authorized representatives of the Union shall meet with the duly authorized representatives of the Employer and the parties shall proceed with due diligence to settle the grievance. Should no agreement be reached within fifteen (15) calendar days from the first meeting of the said representatives, either party desiring arbitration shall within fifteen (15)

calendar days thereafter submit the matter to arbitration before the American Arbitration Association with appropriate notice to the other party of such submission. Except by mutual agreement in writing, only one grievance dispute shall be submitted to an arbitrator in the same proceeding. The arbitration shall be conducted pursuant to the rules of the American Arbitration Association except that the parties agree to abide by the award of a single arbitrator to be selected by the parties from a list to be submitted by the American Arbitration Association.

No arbitrator shall be appointed by the Association who has not been approved by both parties unless and until the parties have had submitted to them at least three (3) lists of arbitrators from the Association's panels, and have been unable to select a mutually satisfactory arbitrator therefrom.

**4.** The arbitrator shall not have the power to add to, modify, or change any of the provisions of this Agreement. The decision or award of such arbitrator shall be in writing and a copy sent to the Employer and the Union and it shall be final and binding upon the parties. All expenses of the arbitration (e.g., the costs of the arbitrator and stenographic record, but not lawyers costs or witness costs) shall be borne by the losing party of the arbitration, except that if both parties agree to a settlement of the grievance or the arbitrator's decision is not a clear cut victory for either side (e.g., discharge is reduced to suspension without pay, etc.), the expenses shall be shared equally. Any dispute as to which party should bear the expenses of the arbitration shall be determined by the arbitrator deciding the arbitration at issue based on the above criteria. (Both parties shall continue to pay half of the expenses until a decision is reached then the losing party shall reimburse the other).

**a.** The Arbitrator shall not have the power in any arbitration proceeding where the issue concerns discharge or discipline for unsatisfactory performance to substitute his or her judgment for that of the Employer, and must sustain the discharge or discipline imposed by the Employer, unless the Union has established the following: (1) that the Employer failed to define for the Employee, through job descriptions, performance reviews and/or other communications, the criteria under which performance would be measured, or (2) that the Employer failed to follow a process of progressive discipline of the Employee for unsatisfactory performance. The Arbitrator shall not have the power, in determining whether the Employer failed to follow a process of progressive discipline, to substitute his or her judgment for any judgment exercised by the Employer during the process of progressive discipline prior to that instance of discipline or discharge which is the subject of the grievance before the Arbitrator.

**b.** The Arbitrator shall not have the power in any arbitration proceeding where the issue concerns discharge or discipline for unsatisfactory performance, and where the Employer's decision concerning performance involves a subjective determination (such as a creative or artistic determination), to substitute his or her judgment for that of the Employer, and must sustain the Employer's subjective determination, unless the Union has established that the Employer's subjective determination was arbitrary or capricious.

**5.** By mutual agreement, each step of the above-mentioned grievance and arbitration procedure may be extended or modified in writing.

6. It is the express understanding and agreement of the parties that the grievance and arbitration provisions of this Agreement are the sole, exclusive, final and binding method chosen by the parties to resolve grievances of Employees and the Union arising out of the interpretation or application of this Agreement.

## **ARTICLE XVII - NO STRIKE, NO LOCKOUT CLAUSE**

### **SECTION 17.01 - NO STRIKE, NO LOCKOUT CLAUSE:**

1. The Union agrees that, during the existence of this Agreement, the Union and the Employees shall not call, support or participate in any strike, sympathy strike, work stoppage, picketing, sit-down, slow-down, or any refusal to enter the Employer's premises, or any other interference with any of the Employer's services or operations wherever situated, whether or not the prohibited conduct is caused by a dispute with the Employer, is in sympathy for a dispute with the Employer or any other employer by employees of the Employer not covered by this Agreement or employees of any other employer, or is caused by any other reason. The Union will order the Employees not to engage in the conduct proscribed in this Article XVII and will order its members to perform this Agreement. The Employer agrees that during the existence of this Agreement, it will not engage in a lockout.

2. In no case shall any Employee engage in the prohibited conduct described above by reason of the reception, broadcast, and transmission by the Employer of television programs on which persons are used who are employed by an employer other than the Employer, irrespective of whether such programs originate at the point at which IATSE or others are striking, are transmitted to a point at which IATSE or others are striking, or are broadcast over the Employer's facilities on behalf of a sponsor or agency against whom IATSE or others are striking.

3. The Union waives the rights of the KYW-TV/WPSG-TV Employees within the bargaining unit to engage in a strike or honor a picket line. If an Employee encounters a strike or picket line in any circumstance, whether it is located at KYW-TV/WPSG-TV or elsewhere, including at the site of a news or program event, and whether it is established by the Union or some other union or other employees, and whether it involves some other operation of the Employer or not, the Employee shall not strike or engage in any other work stoppage and shall cross the picket line and perform his/her assigned duties.

4. The Union and the Employer agree that any alleged violation of this Article may be immediately submitted to arbitration pursuant to **ARTICLE XVI** of this Agreement.

5. The Union and the Employer further agree that any alleged violation of this Article may be the subject of judicial action, without reference to **ARTICLE XVI** of this Agreement, to maintain the status quo and compel arbitration.

6. The Employer will not assign, transfer or require Employees in the bargaining unit to go to any radio or television station, transmitter, studio or property to perform duties of Employees on strike who performed such duties at such location.

### **ARTICLE XVIII - TARDINESS/ABSENTEEISM**

The Union recognizes the right of the Employer to expect regular and punctual attendance at work by its Employees and the Employer's right to discipline an Employee for excessive absenteeism/tardiness. Discipline for excessive absenteeism/tardiness shall be applied in the form of progressive discipline. Progressive discipline will be administered in the following manner as it relates to this absenteeism/tardiness program:

Station management will monitor the attendance of all Employees on a regular basis in order to determine whether an Employee has an absenteeism/tardiness problem. In making such determination, Station management will consider the Employees total work record, the circumstances of specific absence/tardiness, and the seriousness of each incident of absence/tardiness.

Once a determination has been made by Station management that an Employee has an absenteeism/tardiness problem, Station management shall orally warn the Employee of his/her excessive absenteeism/tardiness. If the absenteeism/tardiness problem continues, the oral warning shall be followed by a written warning. In the event that the absenteeism/tardiness problem continues following this step in the disciplinary process, the Employee may be subject to further disciplinary action up to and including suspension or discharge.

Notwithstanding anything else set forth in this Agreement, the Employer shall have the right to require any Employee who has received an oral warning from the Employer that he/she has an absenteeism/tardiness problem to provide to the Employer a doctor's certificate explaining in detail the nature of the Employee's illness in the case of any absence/tardiness from work. Any failure to produce a doctor's certificate under such circumstances may be treated by the Employer, in its sole discretion, as just cause for further progressive disciplinary action. Moreover, since the Employer has the right to expect regular and punctual attendance, providing a valid doctor's certificate that states that an Employee's absence/tardiness for a legitimate illness shall not preclude the Station from making a determination that such Employee has an absenteeism/tardiness problem.

The above disciplinary procedures shall in no way limit the Employer's management right to discipline Employees as recognized elsewhere in this Agreement and nothing shall prevent the Employer from determining on more than one occasion that an Employee has an absenteeism/tardiness problem. Absenteeism/tardiness shall be construed as unsatisfactory performance under this Agreement and the Union shall have the right to grieve each incident of discipline for absenteeism/tardiness in accordance with the grievance and arbitration procedures set forth in **ARTICLE XVI, Section 16.01, Paragraph 4.a.** of this Agreement.

In connection with the progressive discipline program described above, the Employer has the unrestricted right to require all Employees to participate in any programs which may be designed and implemented to monitor absenteeism/tardiness, including but not limited to a card key monitor system to be utilized upon entry and exit from the Employer's premises. Nothing in connection with the creation or implementation of any such program shall be subject to grievance and/or arbitration under this Agreement.

### **ARTICLE XIX - EXTENDED ABSENCES (SICKNESS OR DISABILITY)**

To the extent permitted under Federal, state or local law, the Company may hire a regular full-time Employee to replace any Employee absent from work for longer than six (6) months, due to his/her own sickness/disability, in accordance with Company Policy. If an Employee is replaced by the Company and advises the Company he/she is capable of returning to full-time employment, he/she shall at that time be eligible for reinstatement for the first opening of a regular full-time position that becomes available after the Employee's sickness/disability ends within the functional area covered by that Employee's respective seniority list at the time of his/her sickness/disability, provided he/she is capable of performing the functions covered by the next available position. If the above conditions have been satisfied, he/she shall be offered such position, prior to that position being offered to any other individual. Refusal to accept such position shall terminate such Employee's eligibility for reinstatement.

If an Employee is replaced by the Employer because his/her sickness/disability extends beyond the above time limit but he/she is thereafter offered re-employment at the conclusion of the Employee's sickness/disability, his/her seniority shall not be deemed to have been "broken" for purposes of layoff under **ARTICLE XII - LAYOFF, SEVERANCE, RECALL, SENIORITY, ETC.**

### **ARTICLE XX - SUCCESSORS AND ASSIGNS**

**SECTION 20.01 - SUCCESSORS AND ASSIGNS:** This Agreement shall be known as the KYW-TV/WPSG-TV-IATSE Local 804 Agreement, and shall be binding upon and inure to the benefit of both parties and their respective successors and assigns.

### **ARTICLE XXI - NO DISCRIMINATION**

**SECTION 21.01 - NO DISCRIMINATION:** Both parties hereto affirm their intentions to continue to adhere to and support a policy which affords equal opportunity in accordance with applicable Federal, state and local laws.

### **ARTICLE XXII- TERM OF AGREEMENT**

**SECTION 22.01 - INITIAL TERM:** This Agreement shall be effective as of July 16, 2015, and shall remain in full force and effect up to and including July 15, 2018, unless automatically extended as provided in **SECTION 20.02** below.

## **SECTION 22.02 - AUTOMATIC RENEWAL, TERMINATION OR CHANGE:**

This Agreement shall automatically be extended from July 15, 2018 through July 15, 2019, and from year-to-year thereafter, unless either party, at least sixty (60) calendar days prior to the appropriate expiration date, gives notice in writing to the other party of its desire to terminate or change this Agreement as described in this **Section 22.02**. Notice of a desire to change this Agreement shall not be deemed to be notice of a desire to terminate this Agreement.

Whenever the above referenced sixty (60) day notice is given by either party of such a desire to terminate this Agreement, this Agreement shall terminate upon its expiration, and such termination shall not be affected in any manner by any notice of a desire to change this Agreement served by the other party.

Whenever the above referenced sixty (60) day notice is given by either party of such a desire to change this Agreement, a description of the proposed changes must be stated in the notice, and the parties will enter into negotiations with regard to such proposals. In the event only one party gives timely notice of a desire to change this Agreement, the other party shall have the right thereafter to submit proposals during the negotiations. Where no notice of a desire to terminate this Agreement is given, then, for so long as the parties thereafter fail to agree on all the terms and conditions proposed to be changed, this Agreement shall be deemed to continue in effect, unless and until either party thereafter gives notice in writing by hand delivery to the other party of its desire to terminate this Agreement. In the event such a notice of desire to terminate this Agreement is given, this Agreement shall terminate seventy-two (72) hours after receipt by hand by the other party of the notice, or on July 15, 2018, or on July 15 of the appropriate year if the Agreement has extended automatically from year-to-year, whichever time and/or date is later.

The parties may agree in writing to extend this Agreement upon terms and conditions other than as set forth in this **Section 22.02**, in which event the terms and conditions of such an Extension Agreement shall supersede this **Section 22.02**.

The notices in writing described above shall be given either by personal delivery to, or by certified mail with a return receipt addressed to, the following respective addresses:

### **For the Employer:**

President/General Manager(s)  
KYW-TV /WPSG-TV  
1555 Hamilton Avenue  
Philadelphia, PA 19130

### **For the Union:**

President  
Local 804, IATSE  
25 Berkshire Drive  
Sewell, NJ 08080

The date of hand delivery, or the date of deposit in the mail, whichever the case may be, shall not be counted in calculating the sixty (60) day period of time provided for in this Article.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals  
the day and year first written above.

KYW-TV/WPSG-TV

BY:

Brian Kennedy  
President/General Manager

DATE:

2/9/16

INTERNATIONAL ALLIANCE  
OF THEATRICAL STAGE EMPLOYES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF  
THE UNITED STATES, ITS  
TERRITORIES AND CANADA  
AFL-CIO, CLC

BY:

James Spering  
President, Local 804, IATSE

DATE:

2-9-2016

## **SIDELETTER #1 – KYW-TV/WPSG-TV Duopoly**

September, 2015

James Spering  
IATSE, Local 804  
25 Berkshire Drive  
Sewell, NJ 08080

### **Re: KYW-TV/WPSG-TV Duopoly**

Dear Robert:

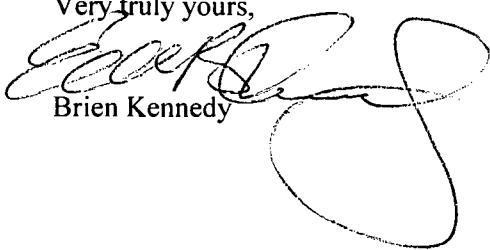
The Union and the Company agreed that the below listed three technicians, who are assigned to perform work on behalf of both WPSG-TV and KYW-TV, were employed under the IATSE Agreement effective at the time they move into KYW-TV's facility based on the following terms and conditions:

<u>IBEW going into IATSE:</u>	<u>Hire Date</u>
John Savakis	06/02/86
Paul Bonomo	08/11/86
Ronald Holloman	02/22/93

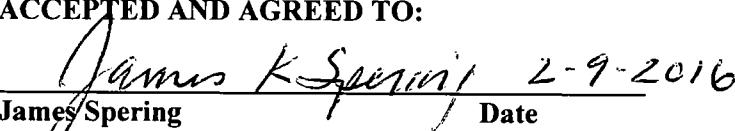
- (a) Keep CBS Pension Plan, and change to the CBS 401(k) No Match Plan (CESP) effective 01/01/06.
- (b) Covered by IATSE vacation, holidays, etc., with credit for full Paramount service for eligibility purposes.
- (c) Given IBEW seniority credit for layoff and vacation selection purposes under the IATSE Agreement. See above hire dates. All four were placed on the Core Seniority List.
- (d) IATSE agreed to waive any initiation fee for these employees.

In addition to the above, one non-union supervisor, Robert Williams, came over from WPSG-TV and was assigned to work under the IATSE Agreement. His hire date is 07/15/91. He was also placed on the Core Seniority list and was not subject to an IATSE initiation fee.

Very truly yours,

  
Brien Kennedy

### **ACCEPTED AND AGREED TO:**

  
James Spering  
President, IATSE Local 804

Date

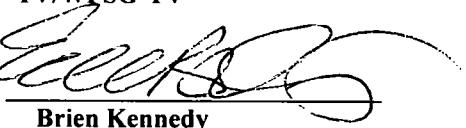
**SIDELETTER #2 – Non-Linear Editing Training**

SIDELETTER AGREEMENT made this 17<sup>th</sup> day of September, 2015 between Television Station KYW-TV, Philadelphia, Pennsylvania (hereinafter referred to as the "Employer", the "Station" or "KYW-TV"), owned and operated by CBS Broadcasting Inc., and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804").

The Employer agrees that it is not the intention of the Employer to require any Employee against his/her will to train individuals not covered by this Agreement to perform "non-linear/digital" editing.

KYW-TV/WPSG-TV

BY:

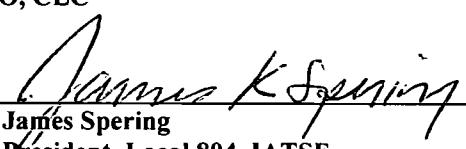
  
Brien Kennedy  
President/General Manager

DATE:

2/9/16

INTERNATIONAL ALLIANCE  
OF THEATRICAL STAGE EMPLOYES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF  
THE UNITED STATES, ITS  
TERRITORIES AND CANADA  
AFL-CIO, CLC

BY:

  
James Spering  
President, Local 804, IATSE

DATE:

2-9-2016

**SIDELETTER #3 – Relief/ Casual Employees - Benefits**

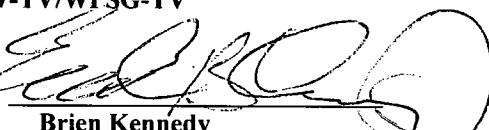
SIDELETTER AGREEMENT made this 17<sup>th</sup> day of September, 2015 between Television Stations KYW-TV and WPSG-TV, Philadelphia, Pennsylvania (hereinafter referred to collectively as the "Employer" or the "Stations" or hereinafter referred to separately as "KYW-TV" or "WPSG-TV"), owned and operated by CBS Broadcasting Inc.(KYW-TV) and Philadelphia Television Station WPSG Inc. (WPSG-TV), and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804") covering the bargaining unit employees of KYW-TV as defined in **ARTICLE I, SECTION 1.01 - RECOGNITION** below.

The Company agreed in the negotiations that culminated in the 2007-2011 Agreement that the Union may propose, during the term of this Agreement, that the parties negotiate regarding the benefits applicable to Relief/Casual Employees. It is understood that the Company shall only be required to engage in such negotiations where the Union's proposed changes in such benefits can be provided at no additional cost to the Company.

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AFL-CIO, CLC

KYW-TV/WPSG-TV

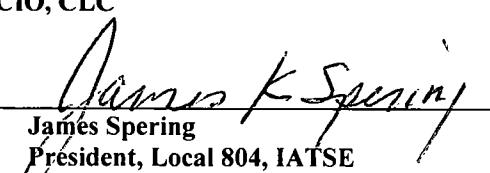
BY:

  
Brian Kennedy  
President/General Manager

DATE:

2/9/16

BY:

  
James Spering  
President, Local 804, IATSE

DATE:

2-9-2016

## **SIDELETTER #4 – Compensation**

SIDELETTER AGREEMENT made this 17<sup>th</sup> day of September, 2015 between Television Stations KYW-TV and WPSG-TV, Philadelphia, Pennsylvania (hereinafter referred to collectively as the "Employer" or the "Stations" or hereinafter referred to separately as "KYW-TV" or "WPSG-TV"), owned and operated by CBS Broadcasting Inc.(KYW-TV) and Philadelphia Television Station WPSG Inc. (WPSG-TV), and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804") covering the bargaining unit employees of KYW-TV as defined in **ARTICLE I, SECTION 1.01 - RECOGNITION** below.

This will confirm the Agreement reached during our most recent negotiation concerning the compensation.

### **Full-time Employees:**

All regular, full-time employees, who are actively employed as of July 15, 2015, shall receive a base weekly wage increase of two percent (2%) effective the first full work week following July 15, 2015.

All regular, full-time employees, who are actively employed as of July 15, 2016, shall receive a base weekly wage rate increase of two percent (2%) effective the first full work week following July 15, 2016.

All regular, full-time employees, who are actively employed as of July 15, 2017, shall receive a base weekly wage rate increase of two percent (2%) effective the first full work week following July 15, 2017.

Any regular full-time Employee, or Relief/Casual Employee, who receives a wage escalator increase in any calendar year from 2015 through 2018 shall have such raises taken into account for purposes of satisfying the Employer's financial obligations under this Sideletter, e.g., an additional two percent (2%) base pay increase is not required to be paid to such Employees in those years.

**Relief/Casual Employees:** The Company agreed that all Relief/Casual Employees employed as such as of July 15, 2015 who worked five hundred (500) hours for KYW-

**SIDELETTER #4/page 2**

TV in 2014 shall each receive a base weekly wage rate increase of two percent (2%) over his/her base weekly wage rate effective the first full work week following July 15, 2015.

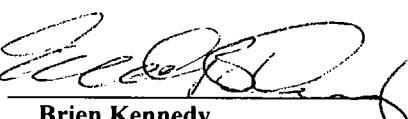
In addition to the above the Company further agreed that all Relief/Casual Employees employed as such on July 15, 2016 who worked five hundred (500) hours for KYW-TV in 2015 shall each receive a base weekly wage rate increase of at least two percent (2%) over his/her base weekly wage rate in effect as of July 15, 2016 effective the first full work week following July 15, 2016.

In addition to the above the Company further agreed that all Relief/Casual Employees employed as such on July 15, 2017 who worked five hundred (500) hours for KYW-TV in 2016 shall each receive a base weekly wage rate increase of at least two percent (2%) over his/her base weekly wage rate in effect as of July 15, 2017 effective the first full work week following July 15, 2017.

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TERRITORIES AND CANADA  
AFL-CIO, CLC**

KYW-TV/WPSG-TV

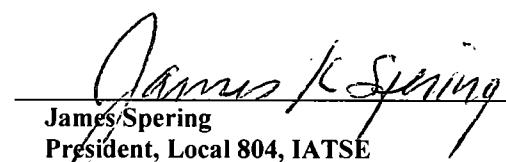
BY:

  
Brien Kennedy  
President/General Manager

DATE:

2/9/16

BY:

  
James Spering  
President, Local 804, IATSE

DATE:

2-9-2016

## **SIDELETTER #5 – Performance Reviews**

SIDELETTER AGREEMENT made this 17<sup>th</sup> day of September, 2015 between Television Stations KYW-TV and WPSG-TV, Philadelphia, Pennsylvania (hereinafter referred to collectively as the "Employer" or the "Stations" or hereinafter referred to separately as "KYW-TV" or "WPSG-TV"), owned and operated by CBS Broadcasting Inc.(KYW-TV) and Philadelphia Television Station WPSG Inc. (WPSG-TV), and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804") covering the bargaining unit employees of KYW-TV as defined in **ARTICLE I, SECTION 1.01 - RECOGNITION** below.

During the 2001-2002 negotiations the Company grudgingly agreed to a Union proposal to change the then existing system of giving Employees their increases on their anniversary dates, to giving all increases on a set date for the entire unit. Therefore, effective January 1, 2003, the Company will no longer give regular full-time Employees their increases effective on their anniversary dates. Instead, all regular full-time Employees shall be paid the compensation provided in **SIDELETTER #4** effective the first full work week following July 15<sup>th</sup> in each calendar year, commencing in July, 2003.

In these negotiations the Company expressed to the Union its concerns about changing from the former system of doing performance reviews and giving salary increases throughout the year. This system allowed management to spread out its performance review work load over a twelve month period. While the Union acknowledged that going to a set date for all increases will make it more difficult to accomplish the review process, it insisted on such a change due to the problems in getting Employees their increases in a timely fashion under the former system. The Union agreed that as a result of this change the Company may, in its sole discretion, revise the performance review process and such changes shall not be subject to grievance or arbitration. Such changes may include, but shall not be limited to, the Company's right to review only a portion of the bargaining unit in any given year.

Nothing in connection with the performance review system or merit pay is subject to grievance or arbitration.

**SIDELETTER #5/page 2**

KYW-TV/WPSG-TV

BY:



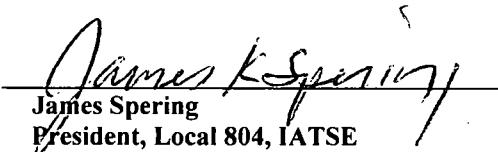
Brien Kennedy  
President/Général Manager

DATE:

3/5/16

INTERNATIONAL ALLIANCE  
OF THEATRICAL STAGE EMPLOYES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF  
THE UNITED STATES, ITS  
TERRITORIES AND CANADA  
AFL-CIO, CLC

BY:



James Spering  
President, Local 804, IATSE

DATE:

2-9-2016

## **SIDELETTER #6 – Four Day Work Week**

SIDELETTER AGREEMENT made this 17<sup>th</sup> day of September, 2015 between Television Stations KYW-TV and WPSG-TV, Philadelphia, Pennsylvania (hereinafter referred to collectively as the "Employer" or the "Stations" or hereinafter referred to separately as "KYW-TV" or "WPSG-TV"), owned and operated by CBS Broadcasting Inc.(KYW-TV) and Philadelphia Television Station WPSG Inc. (WPSG-TV), and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804") covering the bargaining unit employees of KYW-TV as defined in **ARTICLE I, SECTION 1.01 - RECOGNITION** below.

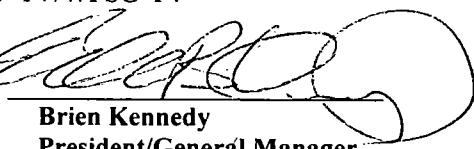
The Station believes that since its work load is more intensive Monday through Friday than on weekends, a five (5) day work week is better suited to meet its scheduling needs. However, on an experimental basis, the Station agreed during the negotiations that culminated in the 2007-2011 KYW-TV/IATSE Agreement to consider on a case-by-case basis the option of a four (4) day, ten (10) hour (exclusive of any unpaid meal period if assigned) work week (4/10 week) where mutually agreed upon by the Station and the Employee. This agreement is subject to resolving the various work week issues this 4/10 week will create, e.g., overtime, short-turnaround, meal periods, vacation, sick leave, consecutive days off, etc.

The Union agreed that any Station decisions regarding the 4/10 week shall not be subject to grievance or arbitration under any circumstances, including but not limited to the denial of a request for a 4/10 week or the reversal of the Station's decision to grant a 4/10 week

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AFL-CIO, CLC

KYW-TV/WPSG-TV

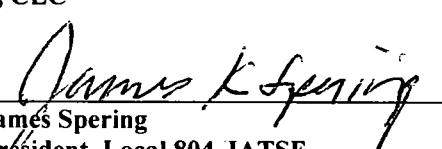
BY:

  
Brien Kennedy  
President/General Manager

DATE:

2/9/16

BY:

  
James Spering  
President, Local 804, IATSE

DATE:

2-9-2016

## SIDELETTER #7 – New Media

SIDELETTER AGREEMENT made this 17<sup>th</sup> day of September, 2015 between Television Stations KYW-TV and WPSG-TV, Philadelphia, Pennsylvania (hereinafter referred to collectively as the "Employer" or the "Stations" or hereinafter referred to separately as "KYW-TV" or "WPSG-TV"), owned and operated by CBS Broadcasting Inc.(KYW-TV) and Philadelphia Television Station WPSG Inc. (WPSG-TV), and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804") covering the bargaining unit employees of KYW-TV as defined in **ARTICLE I, SECTION 1.01 - RECOGNITION** below.

The Company agreed in the negotiations that culminated in the 2007 – 2011 Agreement as follows:

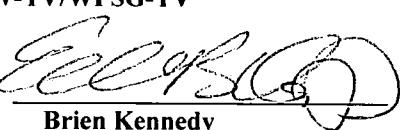
While IATSE does not have jurisdiction over Internet/Web broadcasting, or the production of material for future "New Media", the Company agreed to meet with IATSE in the event the Company is to produce news/programming material from the KYW-TV Studios and/or Newsroom located at 1555 Hamilton Street, Philadelphia, PA 19130. At such meeting it is understood the parties shall discuss whether the Company would consider utilizing Local 804 represented Employees in the production of such news/programming material.

Similarly, while IATSE does not have jurisdiction over the multiple digital signals assigned to KYW-TV and/or WPSG-TV, the Company agreed to meet with IATSE in the event the Company is to produce news/programming material from the KYW-TV Studios and/or Newsroom located at 1555 Hamilton Street, Philadelphia, PA 19130. At such meeting it is understood the parties shall discuss whether the Company would consider utilizing Local 804 represented Employees in the production of such news/programming material.

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AFL-CIO, CLC

KYW-TV/WPSG-TV

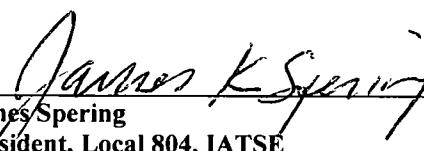
BY:

  
Brien Kennedy  
President/General Manager

DATE:

2/4/14

BY:

  
James Spering  
President, Local 804, IATSE

DATE:

2-9-2016

**SIDELETTER #8 – Extended Absences - Sickness or Disability**

SIDELETTER AGREEMENT made this 17<sup>th</sup> day of September, 2015 between Television Stations KYW-TV and WPSG-TV, Philadelphia, Pennsylvania (hereinafter referred to collectively as the "Employer" or the "Stations" or hereinafter referred to separately as "KYW-TV" or "WPSG-TV"), owned and operated by CBS Broadcasting Inc.(KYW-TV) and Philadelphia Television Station WPSG Inc. (WPSG-TV), and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804") covering the bargaining unit employees of KYW-TV as defined in **ARTICLE I, SECTION 1.01 - RECOGNITION** below.

Notwithstanding the language set forth in **ARTICLE XIX – EXTENDED ABSENCES-SICKNESS OR DISABILITY**, the below listed employees shall have this SIDELETTER apply to them:

To the extent permitted under Federal, state or local law, the Company may hire a regular full-time Employee to replace any Employee absent from work for longer than six (6) months, (plus one additional month added to the six (6) months for each four (4) full years of continuous employment as an Employee at the Station in excess of ten (10) continuous years, e.g., one additional month after fourteen (14) years, two additional months after eighteen (18) years, etc., up to a maximum of six (6) additional months) due to his/her own sickness/disability. If an Employee is replaced by the Company and advises the Company he/she is capable of returning to full-time employment, he/she shall at that time be eligible for reinstatement for the first opening of a regular full-time position that becomes available after the Employee's sickness/disability ends within the functional area covered by that Employee's respective seniority list at the time of his/her sickness/disability, provided he/she is capable of performing the functions covered by the next available position. If the above conditions have been satisfied, he/she shall be offered such position, prior to that position being offered to any other individual. Refusal to accept such position shall terminate such Employee's eligibility for reinstatement.

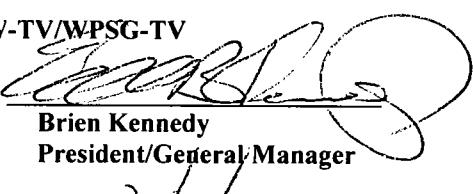
If an Employee is replaced by the Employer because his/her sickness/disability extends beyond the above time limits but he/she is thereafter offered re-employment at the conclusion of the Employee's sickness/disability, his/her seniority shall not be deemed to have been "broken" for purposes of layoff under **ARTICLE XII - LAYOFF, SEVERANCE, RECALL, SENIORITY, ETC.**

**SIDELETTER #8/page 2**

Ball, Gregory  
Balogh, Mark  
George, Joseph  
Grimm, David  
Harris, Debra  
Herczeg, Michael  
Reehm, Michael  
West, Robert

KYW-TV/WPSG-TV

BY:

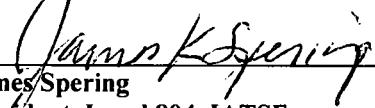
  
Brien Kennedy  
President/General Manager

DATE:

2/5/16

INTERNATIONAL ALLIANCE  
OF THEATRICAL STAGE EMPLOYES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF  
THE UNITED STATES, ITS  
TERRITORIES AND CANADA  
AFL-CIO, CLC

BY:

  
James Spering  
President, Local 804, IATSE

DATE:

2-9-2016

## **SIDELETTER #9 – Overnight Meal Allowance**

SIDELETTER AGREEMENT made this 17<sup>th</sup> day of September, 2015 between Television Stations KYW-TV and WPSG-TV, Philadelphia, Pennsylvania (hereinafter referred to collectively as the "Employer" or the "Stations" or hereinafter referred to separately as "KYW-TV" or "WPSG-TV"), owned and operated by CBS Broadcasting Inc.(KYW-TV) and Philadelphia Television Station WPSG Inc. (WPSG-TV), and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804") covering the bargaining unit employees of KYW-TV as defined in **ARTICLE I, SECTION 1.01 - RECOGNITION** below.

Overnight Meal Allowance will be applied if an Employee is required to come into work under a news or weather emergency and is required to stay overnight in the city (overnight is defined as a period of time when, because of conditions, the Employee may be sent to sleep at a hotel paid for by the television stations).

If the Employee is released from duty by management or the assignment desk and sent to a hotel because of weather or other conditions:

- a) Between the hours of 11:30pm and 9:30am: Reimbursement for breakfast will apply (\$11.00).
- b) Between the hours of 9:30am and 3:30pm: Reimbursement for lunch will apply unless lunch is being provided on Station premises (\$14.00).
- c) Between the hours of 3:30pm and 11:30pm: Reimbursement for dinner will apply unless dinner is being provided on Station premises (\$25.00).

If the Employee is requested to go to the hotel to sleep first so they can get into work at their scheduled time the following meal reimbursement timeline would apply as follows:

The meal within 2 hours before the start of your scheduled in-time will be covered. Only the meal will be covered.

For example: If you are due in at 3:30pm – your meal would be “lunch”

In the event an Employee has to spend more than one night the Station will cover the per diem meal rates as appropriate.

**SIDELETTER #9/page 2**

KYW-TV/WPSG-TV

BY:

Brien Kennedy  
President/General Manager

DATE:

2/9/16

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AFL-CIO, CIO**

BY:

James Spering  
President, Local 804, IATSE

DATE:

2-9-2016

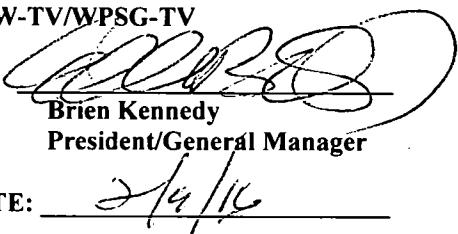
**SIDELETTER #10 – Recalled Laid Off Full-Time Employees**

SIDELETTER AGREEMENT made this 17<sup>th</sup> day of September, 2015 between Television Stations KYW-TV and WPSG-TV, Philadelphia, Pennsylvania (hereinafter referred to collectively as the "Employer" or the "Stations" or hereinafter referred to separately as "KYW-TV" or "WPSG-TV"), owned and operated by CBS Broadcasting Inc.(KYW-TV) and Philadelphia Television Station WPSG Inc. (WPSG-TV), and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804") covering the bargaining unit employees of KYW-TV as defined in **ARTICLE I, SECTION 1.01 - RECOGNITION** below.

The Company agreed that effective May 17, 2012, former full-time Employees who were laid off but returned as casual Employees shall be compensated at their overscale compensation at the time of their layoff, plus a 10% premium in lieu of benefits, provided they are no longer covered for any benefits thru CBS.

KYW-TV/WPSG-TV

BY:

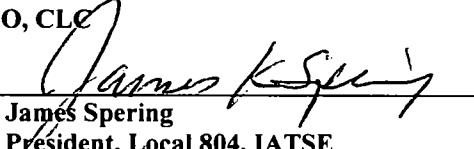
  
Brien Kennedy  
President/General Manager

DATE:

2/9/16

**INTERNATIONAL ALLIANCE  
OF THEATRICAL STAGE EMPLOYES,  
MOVING PICTURE TECHNICIANS,  
ARTISTS AND ALLIED CRAFTS OF  
THE UNITED STATES, ITS  
TERRITORIES AND CANADA  
AFL-CIO, CLC**

BY:

  
James Spering  
President, Local 804, IATSE

DATE:

2-9-2016

## **SIDELETTER #11 – GPS Devices in Company Vehicles**

SIDELETTER AGREEMENT made this 17<sup>th</sup> day of September, 2015 between Television Stations KYW-TV and WPSG-TV, Philadelphia, Pennsylvania (hereinafter referred to collectively as the "Employer" or the "Stations" or hereinafter referred to separately as "KYW-TV" or "WPSG-TV"), owned and operated by CBS Broadcasting Inc.(KYW-TV) and Philadelphia Television Station WPSG Inc. (WPSG-TV), and Local 804 of the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC (hereinafter referred to as the "Union" or "Local 804") covering the bargaining unit employees of KYW-TV as defined in ARTICLE I, SECTION 1.01 - RECOGNITION below.

KYW-TV (Station) has indicated to the IATSE (Union) its intention to install and utilize GPS technology in its live trucks. To that extent, the parties have agreed to the following:

GPS technology is a tool primarily for improved efficiencies, including aiding the assignment desk in dispatching a technician and for motor vehicle safety and protection. The systems are also intended to aid in the maintenance of vehicles and providing reminders for regularly scheduled service. It is understood that the primary purpose of using GPS devices in its live trucks is to better deploy crews in the field. It is also understood that GPS data may be used for disciplinary purposes in cases of gross misconduct. However, such GPS data shall not be the only information used in such cases of gross misconduct.

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TERRITORIES AND CANADA  
AFL-CIO, CLC

**KYW-TV/WPSG-TV**

BY:

Brien Kennedy  
President/General Manager

DATE:

2/9/16

BY:

James Sperling  
President, Local 804, IATSE

DATE:

2 - 9 - 2016

September, 2015

James Spering  
President  
25 Berkshire Drive  
Sewell, NJ 08080

**Re: Helicopter Insurance**

Dear Jim:

This letter is to confirm that during the 1998/1999 collective bargaining negotiations the Station agreed to provide, either directly or through the helicopter service, additional accidental death insurance in the amount of \$500,000 to be paid over and above the normal Company insurance (but not to exceed a total of \$1,000,000) in the event a news photographer is killed in a helicopter accident while working for KYW-TV. During the 2001/2002 collective bargaining negotiations the parties agreed that this additional insurance is not required to be obtained where it is not available for some reason, or where it becomes cost prohibitive in the Company's opinion.

Very truly yours,

Joseph P. Gerstner