

**AGREEMENT BETWEEN**  
**WSVN SUNBEAM TELEVISION CORPORATION**  
**AND**  
**NABET-CWA, AFL-CIO**  
**JULY 1, 2018 THROUGH JUNE 30, 2022**

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## **AGREEMENT**

ENTERED INTO as of July 1, 2018, between SUNBEAM TELEVISION CORPORATION, hereinafter referred to as the Company, or its successors and assigns, in the operation of WSVN, Miami, Florida, and the NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-COMMUNICATIONS WORKERS OF AMERICA (NABET-CWA), AFL-CIO, hereinafter referred to as the Union.

### **ARTICLE I RECOGNITION**

The Company recognizes the Union as the exclusive representative of the Technicians employed in the television broadcasting operations of the Company for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment in the Bargaining Unit in which it has been certified.

### **ARTICLE II MANAGEMENT RIGHTS**

#### **Section 2.1**

Except as expressly abridged by any provision of this Agreement, the Company reserves and retains exclusively all its normal and inherent rights with respect to the management of the business, whether exercised or not, including but not limited to its rights to determine, and from time to time, redetermine the number, location and types of its plants and operations, and the methods, processes and materials to be employed; to discontinue conduct of its business or operations in whole or in part; to select and direct the working forces in accordance with the requirements determined by management; to create, modify or discontinue job classifications; to establish and change work schedules and assignments; to transfer or promote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reason; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for cause, and otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of the business.

### **ARTICLE III TECHNICIANS**

#### **Section 3.1**

The term "Technicians" as used in this Agreement shall mean such persons employed in the classifications as defined in Article VI, Section 6.3, of Sunbeam Television Corporation at its station WSVN, whose primary duties shall be, but not limited to the following: the duties of Stage Manager, the construction, installation, repair, maintenance, operation (either routine or occasional) of any transmitting or receiving device, control handling of studio cameras, microphones, studio lighting, stage sets and design thereof; and other devices or equipment

which may be stationary, portable, or mobile, as required for the proper conduct of the business, direct or related, of Sunbeam Television Corporation in its operation of Station WSVN-TV.

### **Section 3.2**

Employees who currently hold general radio and telephone licenses issued by the Federal Communications Commission, and newly employed employees, may be required to maintain and/or obtain such licenses as a condition of employment.

### **Section 3.3**

The words "repair" or "maintenance" as used above do not include specialized work performed on contract or occasional basis by service organizations, manufacturers or consultants that may be employed by the Company. The Company at its sole discretion may continue to contract and order such work in accordance with past practices.

### **Section 3.4**

The term "Technician" applies only to those persons working as general duty staff Technicians for the Company at the transmitting stations and/or studios of WSVN, or such other place or places as they may be assigned, and who perform these duties under the direction of the Chief Engineer, his assistants or supervisors.

### **Section 3.5**

It is recognized and accepted that the Chief Engineer, Assistant Chief Engineer, and appointed Supervisors, are qualified and may perform any or all of the duties of Technicians should conditions arise requiring special skill or emergency replacement of an employee. It is understood that such supervisory personnel shall not be used to reduce the number of employees. It is also understood and agreed that the Chief Engineer and Assistant Chief Engineer may utilize qualified non-bargaining unit employees to occasionally maintain and operate equipment.

### **Section 3.6**

Nothing in this Section is to be taken as preventing performers on camera or microphone from operating any equipment device or thing, electrical, electronic or mechanical, when such operation is part of the video, including audio, or audio portion of a program.

### **Section 3.7**

No employee shall be required to furnish equipment or supplies.

### **Section 3.8**

It is understood and agreed that any of the normal Technician duties may be performed at Company discretion by bona fide students enrolled in recognized educational institutions when such operation is a part of said air production, of such institutions. (This is intended to apply to the extent that the Company will not use this provision to reduce staff.) One (1) Bargaining Unit

employee shall be on duty and present during such times for each student operating studio or control room equipment.

**ARTICLE IV**  
**OPERATION OF EQUIPMENT BY NON-UNIT PERSONNEL**

**Section 4.1**

While the primary duty of Technicians is as described in Article III, they may also be assigned such other duties as the Company deems necessary in the operation of its business consistent with their employment as Technicians. It is also recognized by the Company and the Union that there will be items and equipment which, while of technical nature in themselves, do not require a Technician for use or operation. The equipment and functions enumerated below may be assigned by the Company for use and operation by non-bargaining unit personnel outside of the central TV Control Room, and the indoor and outdoor studio.

- (A) Consoles, turntables, including the control of audio volume levels, and switching among several sources, either audio or video. The audio console in the TV Production Control Center, however, shall be operated only by a Technician; and in accordance with past practices.
- (B) Placement of and connection of microphones, and use and operation of microphone booms and/or stands.
- (C) Operation of electronic cameras including remote controlled cameras.
- (D) Control, placement, connection and switching of lighting equipment.
- (E) Operation of portable recorders, either tape or disc, and the use and operation of portable amplifiers in audio directly or as an adjunct to video transmissions.
- (F) Operation of video cameras, video recorders, and video editors.
- (G) Operation of projectors, video tape machines and video cameras.
- (H) Video switching, audio switching, or any other processing of video signals.
- (I) Other equipment not in Central TV Control Room or Indoor/Outdoor Studios not specifically mentioned but not requiring Bargaining Unit Personnel knowledge for its proper use in conduct of Company business.
- (J) Operation and maintenance of any equipment located now or later in the News Department, or under the supervision and control of the News Director.
- (K) Operation of equipment in the Post-Production Editing rooms, including auxiliary equipment located outside such rooms which is necessary for Post Editing operations.

(L) Operation of the activation button located in Production Control which triggers action and movement of robotic (point of view) cameras located either in the indoor or outdoor studios.

#### **Section 4.2**

The Company retains complete staffing authority to assign bargaining unit and/or non-bargaining unit personnel to operate all teleprompting equipment and devices located in the indoor or outdoor studios, or any other location as needed.

#### **Section 4.3**

WSVN retains complete staffing authority to assign bargaining unit and/or nonbargaining unit personnel over all microwave and satellite feeds either live or tape, including, but not limited to, news coverage, special events, and sporting events. This is to include all WSVN equipment, i.e., InstaCam truck, portable microwave equipment, helicopter microwave, and satellite truck. The Union agrees that it will not institute any grievance in connection with WSVN's exercising its rights under this provision.

### **ARTICLE V FITNESS AND ABILITY**

A technician must be physically capable of performing the essential functions of his or her job as a Technician and be competent to perform assigned tasks. The Company shall be the sole, exclusive and final judge of fitness, ability and competence. If the Company determines that an employee is not fit or able or competent to do an assigned job, the Company may take appropriate action ( demotion, transfer, termination), and the Company's decision in that regard shall not constitute a breach of this or any other provision of this contract, and shall not be subject to challenge either through the grievance/arbitration procedure in this contract or in court.

### **ARTICLE VI SENIORITY**

#### **Section 6.1**

All employees shall be regarded as on a probationary basis for the first six (6) months of their employment. During their probationary period they shall work under all the terms and conditions of this contract except those relating to termination. The discharge of a probationary employee shall be the exclusive concern of the Company and shall not be the subject of a grievance or arbitration.

#### **Section 6.2**

Company seniority of each full-time employee shall commence on the date of employment and be equal to his continuous length of service with the Company. Company seniority shall govern only in determining length of vacation. Bargaining unit seniority of each full time employee shall commence on the date of employment in any job classification covered by the Agreement. Bargaining unity seniority shall govern selection of vacation periods

### **Section 6.3**

The bargaining unit shall consist of the following job classifications:

- (a) Maintenance Technicians (including Transmitter Technicians)
- (b) Operator Technicians

Each employee shall be assigned to one of such classifications no later than the end of his probationary period.

### **Section 6.4**

The Company may transfer employees from one job classification to another job classification in its sole discretion. In such event, the transferred employee shall carry his accumulated bargaining unit seniority to his/her new classification. Any transferred employee and the respective Union representative will be given a minimum of two (2) weeks notice prior to the transfer. An employee who is transferred will not be subject to layoff for thirty (30) working days. After thirty (30) working days, the employee may be laid off after receiving two (2) weeks notice thereof pursuant to Article XXV.

### **Section 6.5**

Any employee granted authorized leave for sickness or disability, in the matter of seniority, shall be considered to have been continuously employed by the Company. In computing length of service, however, not more than two (2) years of the time not actually spent working for the Company shall be included in such computation.

### **Section 6.6**

Any employee who has been employed for vacation relief and is subsequently rehired on a regular basis shall receive seniority credit for such vacation relief.

## **ARTICLE VII** **CREW CHIEFS**

The Company will continue to assign a Crew Chief to the indoor and outdoor studios and for special event production, excluding sales shoots.. The foregoing notwithstanding, should there be a significant change in the method of studio production which results in reduced crew size, a crew chief needs be assigned to such studio only when the assigned crew consists of two (2) or more persons. The assignment of a Crew Chief in other areas will be at the sole discretion of the Company. In addition to their regular duties and responsibilities, a Crew Chief shall oversee and coordinate the work of other employees assigned in his operating area. Crew Chief shall be compensated in an amount equal to ten percent (10%) of their daily base rate for each work day of such assignment. A Crew Chief will not schedule employees and will not select employees to report for work.

**ARTICLE VIII**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 8.1**

Should any dispute arise in the application of any provision in this Agreement, or as to any facts calling for the application thereof, either party may submit such dispute for determination by compliance with the procedure hereinafter provided except that as to matters reserved to the Company by Article II, the only matter therein contained which shall be subject to arbitration is the discharge or discipline of any employee.

**Section 8.2**

In the event either party to this Agreement considers the other party to have violated any provision hereof, the party which considers itself aggrieved shall give timely written notice to the other party, setting forth in detail its grievance, and the parties agree that they will meet and endeavor to adjust and settle amicably the dispute, misunderstanding or grievance complained of as hereinafter provided.

**GRIEVANCE PROCEDURE**

**Section 8.3**

An employee shall cause his grievance to be submitted to his immediate supervisor by his elected shop steward within ten (10) days after occurrence of events giving rise to the grievance.

**Section 8.4**

The grievance shall specify the contract provision(s) alleged to have been violated, the date(s) of the violation, and the relevant facts.

**Section 8.5**

If no satisfactory result follows from the submission aforesaid, the grievance shall, within ten (10) days after occurrence of events giving rise to the grievance, be submitted to the Company to be taken up with a representative of the Union, such meeting to be held within seven (7) days after the submission of the grievance.

**Section 8.6**

In case of a dispute of a general nature, as distinguished from grievances affecting individual employees, any such dispute shall be submitted for consideration to representatives of the Company and the Union within ten (10) days after the dispute arises, and a meeting to consider such dispute shall be held within ten (10) days after the submission of the dispute.



**Section 8.7**

If no satisfactory result follows from the consideration of the grievance or dispute within fifteen (15) days after it has been considered by the Company and the Union, it may be referred to arbitration as hereinafter provided.

**Section 8.8**

All submissions shall be in writing. WSVN agrees to provide written answers to grievances after submission of the grievance and after meetings have been held as required.

**Section 8.9**

Failure to present grievances or disputes as provided in this Section shall result in a waiver of all rights involved, except in the case of continuing situations when failure to present the dispute or grievance shall result in a waiver of rights involved only up to the date of the presentation of the dispute or grievance.

**ARBITRATION PROCEDURE**

**Section 8.10**

If no satisfactory result follows from the consideration of the grievance or dispute in the manner and within the time as provided herein, the party desiring arbitration shall within ten (10) days give to the other party written notice that the matter is to be submitted to arbitration and shall specify the question or questions to be arbitrated.

**Section 8.11**

All disputes and grievances arising out of or in any manner connected with this Agreement, which the parties are unable to adjust or settle among themselves (except such as are not subject to arbitration hereunder), shall be submitted to the American Arbitration Association under its rules then obtaining.

**Section 8.12**

The decision of the Arbitrator shall be final and binding on both parties.

**Section 8.13**

The fee and expenses of the Arbitrator shall be borne equally by the parties.

**Section 8.14**

The Arbitrator shall have no power to alter or modify the terms of this Agreement.

**Section 8.15**

No conduct by either party in the handling of grievances, or in connection with the submission of disputed matters to arbitration, shall be regarded as a waiver by either party of any of the procedural requirements of the grievance or arbitration procedures.

**ARTICLE IX**  
**LOCK-OUTS, STRIKES AND WORK STOPPAGES**

**Section 9.1**

It is the intent of the parties to this Agreement that the procedure as set forth in Article VIII shall serve as a means for peaceable settlement of disputes that may arise between them.

**LOCK-OUTS**

**Section 9.2**

During the term of this Agreement, the Company will not lock-out any employees.

**STRIKES, STOPPAGES**

**Section 9.3**

During the term of this Agreement, the Union will not cause, support, or encourage its members to cause any sit-down, stay-in or slow-down, or any curtailment of work or restriction of activities or interference with the activities of the Company. Further, the Union will not cause, support, or encourage its members to cause, or support any strike or stoppage of any of the Company's activities, or picket any of the Company's facilities or premises.

**STRUCKWORK**

**Section 9.4**

Employees shall not be assigned, transferred or required to go to any TV station, studio, transmitter, or any location where an authorized strike by the National Association of Broadcast Employees and Technicians or any other union is in progress. These provisions shall not be construed to prevent coverage of special events or news stories as designated by Management.

**ARTICLE X**  
**HOURS OF WORK**

**Section 10.1**

Five (5) consecutive work days of eight (8) consecutive hours each for a total of forty (40) hours shall constitute a regular work week. The Company may schedule a nine (9) hour work day which, if done, shall include a one(1) hour lunch period. A work shift shall be credited to the day on which it begins.

## **Section 10.2**

Travel time to work locations such as studios or transmitters shall not be considered as being hours worked. After an employee reports to a work location for the beginning of his/her shift, time spent traveling to another work site shall be considered as being hours worked.

## **Section 10.3**

Where travel requiring an overnight stay is required, the work day shall commence and end, respectively, at the sleeping accommodation provided by the Company. For example, where an employee stays at a hotel, the work day shall commence at the time the employee is directed to be ready to leave for work that day, and shall end when work is concluded, and shall include travel time returning to the hotel. While an assignment requiring the employee to be away overnight, the employee will be credited with not less than eight (8) hours for each day he/she is away on assignment.

## **Section 10.4**

Travel time to and from an out-of-town event shall be considered as being hours worked, and a minimum of six (6) hours will be paid for travel time that occurs on an employee's scheduled day off.

## **Section 10.5**

If the Company requires an employee to attend a school, seminar or training courses, the employee will be paid eight (8) hours at his/her straight-time rate of pay for each school day attended, up to a maximum of forty (40) hours per week. Generally, travel time to and from out-of-town educational programs will not be considered as being hours worked unless the travel time falls on a regularly scheduled work day. Nevertheless, an employee who is attending a school, seminar or training course shall be deemed to be "on duty" for insurance purposes from the time the employee leaves home until the time he returns thereto.

## **Section 10.6**

A schedule of work assignments shall be prepared and posted one week in advance. Such schedule shall show time in and time out. If any changes are required, the employee who is affected shall be notified at least twenty-four (24) hours in advance, except in cases of emergency. The Company also agrees that an employee's work shift shall not be shortened, except at the request of the employee with the approval of the Company.

## **Section 10.7**

Regular work assignments for full time employees shall be arranged so as to provide a minimum of twelve (12) hours between the termination of one shift and the beginning of the next shift, and two (2) days off (consisting of not less than fifty-four (54) hours) between each work week. This provision shall not apply in cases of rotation of tour of duty, or where the Company arranges days off to be consecutive with vacation, or where an employee has attended an out-of-town educational or training program, or in the event of emergencies or other extraordinary

program requirements. If the time between work weeks is less than fifty-four (54) hours, overtime at the rate of time and one-half ( 1 and ½ ) the straight-time rate shall be paid until fifty-four (54) hours have elapsed since the end of the last shift. Where an employee is required to work within the twelve (12) hour period between shifts because of an emergency or other extraordinary program requirement(s), overtime pay at the rate of time and one-half (1 and ½) shall apply for work so performed within such twelve (12) hour period.

### **Section 10.8**

If any off duty full-time employee is called upon to perform work except work commencing prior to and consecutive with a regularly scheduled shift, he shall receive:

- (a) Not less than four (4) hours of overtime pay for hours worked on days other than such employee's days off; or
- (b) Not less than six (6) hours of overtime pay for work on such employee's days off.

### **Section 10.9**

The Company agrees that if a full time employee is required to work within three-and one-half (3.5) hours or less from the end of his last work shift, it shall be considered as one continuous work shift. All such time spent by the employee on such a continuous work shift shall be compensated at the overtime rate.

### **Section 10.10**

Any employee who works between the hours of 12:00 midnight and 7:00 a.m. shall be paid a night-shift differential of fifteen percent (15%) of the straight-time pay for the hours worked.

## **ARTICLE XI** **OVERTIME PAY**

### **Section 11.1**

The straight-time hourly rate will be determined by dividing an employee's straight time weekly rate of pay based on a forty (40) hour work week.

### **Section 11.2**

Overtime at the rate of one and one-half (1 and 1/2) times the regular straight-time rate of pay shall be paid for:

- (1) Hours worked in excess of eight (8) hours in a work day;
- (2) Hours worked in excess of forty (40) hours in a work week;

- (3) Hours worked pursuant to Article X, Section 10.7, 10.8 and 10.9.

### **Section 11.3**

Overtime pay at the rate of two (2) times or two and one-half (2~) times the regular straight-time rate shall be paid for hours worked on holidays as appropriate pursuant to Article XII, "Holidays."

### **Section 11.4**

There shall be no pyramiding or duplication of overtime pay. Hours compensated at overtime rates shall not be counted for any purpose in determining overtime liability under the same or any other provision(s) of this Agreement. The following exceptions shall be made:

- (1) Turn-around pay in addition to holiday pay shall be paid when applicable,
- (2) Night-shift differential pay shall be paid when applicable in addition to holiday pay.
- (3) Turn-around pay shall be paid in addition to night-shift differential pay.

### **Section 11.5**

Overtime shall be computed in segments of fifteen (15) minutes, that is to say, from one (1) to fifteen (15) minutes shall be considered as fifteen (15) minutes.

## **ARTICLE XII** **HOLIDAYS**

### **Section 12.1**

The following holidays will be recognized:

Christmas  
New Year's  
Dr. Martin Luther King, Jr. Observance  
President's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving and Day After Thanksgiving.

### **Section 12.2**

Overtime pay at the rate of two (2) times the regular straight-time rate of pay shall be paid for hours worked on the holidays specified in Section 12.1. Hours worked beyond eight (8) hours on a holiday will be paid at the rate of two and one-half (2 and 1/2) times the employee's regular straight-time rate.

If a holiday specified in Section 12.1 falls on an employee's scheduled day off, or during his scheduled vacation, the employee shall be paid eight hours holiday pay at the regular straight time rate.

If a holiday specified in Section 12.1 falls on an employee's scheduled day off, and the employee is required to work and does work the holiday, the employee shall be paid at the rate of two and one-half (2.5) times his regular straight-time rate for all hours worked on that holiday, provided the employee has worked forty (40) hours that week and provides notice through the electronic payroll system..

### **Section 12.3**

A. If an employee is required to work on any of the holidays named above, the employee may, at his option, receive overtime premium pay as set forth in Section 12.2 above, or the employee may elect to defer holiday compensation in the current year and take such holiday(s) in the next calendar year. The employee must notify the Company of his/her intention to add a holiday worked to his/her vacation schedule before submission of the time sheets for the work week during which the holiday is to be worked. Designated holidays must be used within the first calendar year following the deferral. If not used, the employee will forfeit all claims to the holiday or compensation, except that if an employee is terminated other than for misconduct, the employee shall receive one day's pay for each designated holiday deferred. Seniority rights for the selection of deferred holidays shall be applicable if taken in conjunction and consecutively with regular vacation. All rules applicable to the selection of regular vacation time shall be applicable to deferred holidays taken consecutively with vacation time.

B. After the February vacation selection period, vacation deferred holidays may be taken on a first come, first serve basis. An employee must give at least ten (10) days written notice of the day to be taken.

## **ARTICLE XIII** **VACATIONS**

### **Section 13.1**

Full time employees shall be entitled to receive vacation time at straight-time pay as follows:

A full time employee who is employed between January 1st and March 31st shall be entitled to one (1) vacation day per month of employment up to a maximum of five (5) vacation days during the year in which employed;

A full time employee who as of April 1st has been employed for more than three (3) months and not more than sixty (60) months shall be entitled to two (2) weeks vacation; A full time employee who as of April 1st has been continuously employed for more than sixty (60) months but not more than one hundred twenty (120) months shall be entitled to receive three (3) weeks vacation;

A full time employee who as of April has been continuously employed for more than one hundred twenty (120) months shall be entitled to receive four (4) weeks vacation.

**Section 13.2**

A new employee must be continuously employed for six (6) months before the employee may take a vacation day(s).

**Section 13.3**

Vacation entitlement shall be determined as of April 1st. Vacations may be actually taken any time during the calendar year, except that certain key employees may be precluded from scheduling vacations during the ratings periods occurring on or about the months of February, May and November. Management, in its sole discretion, shall determine which employees are key employees for purposes of this section.

**Section 13.4**

The Company will assign employees to groups and sub-groups. Group assignments will be posted no later than December 10th for the subsequent calendar year. Employees may not be transferred from one vacation selection group to another vacation selection group after January 2nd of each year without the written consent of the employee and the Union.

**Section 13.5**

Vacation selection within each sub-group shall be based upon bargaining unit seniority.

**Section 13.6**

The Company has the right to limit only one (1) employee from each sub-group from taking vacation at anyone time, based on operational needs.

**Section 13.7**

An Employee may take a vacation in non-consecutive weeks, but the employee may not take more than four (4) vacation periods in a twelve (12) months period. The Company shall have the right to make exceptions in that regard, as appropriate.

**Section 13.8**

All earned vacation must be taken by December 31.

**Section 13.9**

Employees must complete their initial vacation selections before February 1st. During the month of February, all necessary adjustments (i.e., bumping by seniority) will be accomplished. All selections of vacation must be completed prior to March 1st or else the right to select

vacation by seniority will be forfeited. In such a case, an employee who loses his vacation selection may pick any open dates on the vacation schedule on a first come, first serve basis, but such employee cannot bump a vacation selection made by a less senior employee who has already selected a vacation schedule. Final vacation selections for days remaining after the initial vacation selection must be accomplished by September 1st of each year. After September 1st, all rights to vacation selection shall be forfeited, and vacation time may be unilaterally assigned by the Company. Nevertheless, where the Company has selected an employee's vacation schedule, the employee may request that the Company change his/her vacation time where other time is available on the schedule.

**ARTICLE XIV**  
**SICK LEAVE AND PERSONAL LEAVE**

**Section 14.1**

Sick leave will be granted at full straight-time for full-time employees for a maximum of ten (10) days per year. In addition, personal leave will be granted at full straight time for full time employees for a maximum of five (5) days per year.

**Section 14.2**

The employee remains fully eligible for those benefits contained in the Company's long and short term disability (STD) insurance programs as well as Family Medical Leave (FML). In addition, the employee may, at his or her discretion, use vested vacation time during either the short term disability period or the FML period.

In order to be eligible for Long Term Disability (LTD) benefits, the employee must exhaust a combination of available vested sick time and FML time for a combined total of 180 days.

**Section 14.3**

Probationary employees shall not be entitled to sick leave or any disability compensation.

**Section 14.4**

The parties agree that the Company may take any reasonable steps it deems appropriate to strictly administer and enforce the Company's current sick leave policy in such a manner as to eliminate abuse of sick leave privilege.

**ARTICLE XV**  
**JURY DUTY LEAVE**

**Section 15.1**

An employee who is called to and reports for Jury Duty shall be compensated by the Company at his regular basic rate less the jury fee for each day or part thereof of Jury Duty performed on which the employee otherwise would have been scheduled to work for the



Company and does not work, not to exceed a total of fourteen (14) days in any calendar year unless otherwise required by law. Such compensation shall be payable only if the employee gives the Company prior notice of such Jury Duty call, and presents proper evidence as to the Jury Duty performed.

### **Section 15.2**

If Jury Duty occupies only a portion of an employee's scheduled work shift he is to report to work for the balance of the shift, whether upon being released from Jury Duty or prior to Jury Duty as the case may be; the Company shall not reschedule an employee's assigned work shift so as to bring him in at a later time of day on occasions when Jury Duty is required.

## **ARTICLE XVI** **BEREAVEMENT LEAVE**

In the event of a death in the immediate family (defined as spouse, mother, mother-in-law, father, father-in-law, sons, daughters, step-sons, step-daughters, brothers, sisters) an employee will be allowed leave not to exceed three (3) scheduled work days off with pay at his regular straight-time rate during the period extending from the date of death through the date of the funeral. In the event of a death of an employee's brother-in-law or sister-in-law, one (1) day off with pay will be allowed to attend the funeral.

## **ARTICLE XVII** **MILITARY LEAVE**

### **Section 17.1**

The Company agrees to comply with all applicable state and federal laws pertaining to military leave. Those laws are not, however, incorporated into or made a part of this Agreement.

### **Section 17.2**

Any regular employee who is a member of the National Guard, or one of the Armed Services Reserves, and is required to report for annual military training shall be granted leave when ordered to active duty for such purpose. In such event, the Company will pay to such employee the difference, if any, between his military pay and allowances for the period of such training, not to exceed two (2) weeks, and the regular 40 hour pay he would have received if he had worked two (2) forty (40) hour work weeks. The employee shall be required to submit an order or statement from the appropriate military authority as evidence of such required duty. Such order or statement must accompany the formal request for military leave.

## **ARTICLE XVIII** **LEAVE FOR UNION BUSINESS**

Upon two (2) weeks advance written request, the Company will arrange an unpaid leave of absence for Union activity up to but not exceeding ten (10) days' duration. No more than six (6) such requests will be made in any twelve (12) months' period and no more than (2) employees shall be absent on such leave at anyone time.

**ARTICLE XIX**  
**HEALTH INSURANCE**

**Section 19.1**

The Company shall provide full-time employees with group health protection consistent with health protection furnished other Company employees. The Company shall have the sole discretion to change health carriers. The Company will attempt to give reasonable notice to the Union of a change in health insurance carriers. Single coverage cost to employees shall not exceed thirty percent (30%) of the family coverage premium. In addition, to the extent allowed by the Affordable Care Act, certain Part-Time employees may be afforded health protection. This is not a guarantee or a required benefit for Part-Time employees but may be afforded in compliance with the terms of the Affordable Care Act”

**Section 19.2**

The Company shall provide flu shots annually between September 1 and November 1 to employees who wish them. The employee will get the shots on his/her own time at a medical facility designated by the Company.

**ARTICLE XX**  
**MEAL PERIOD AND ALLOWANCE**

**Section 20.1**

Employees shall not necessarily receive a meal period, but, if not, employees shall be permitted to eat on duty, when the nature of the assignment, at WSVN Studios, Transmitter or elsewhere, permits. The Company has the sole and final right to determine if a meal period is to be granted. If so, the meal period is to be of one-hour duration, and the scheduled time between reporting for and leaving work proportionately expanded. In that event, the meal period shall not begin until the employee has completed the first three (3) hours of his shift, nor after he has completed five (5) hours.

**Section 20.2**

If an employee is required to work more than four (4) consecutive hours beyond the end of his regular eight (8) hour period of work, he shall be paid a meal allowance of five dollars (\$5.00) and for pay purposes shall be indicated on a weekly time sheet each such occurrence. After eighteen (18) hours of work a second meal allowance of five dollars (\$5.00) will be paid.

**Section 20.3**

When an employee is assigned by WSVN to work at an outside event, such employee shall receive a meal reimbursement of six dollars (\$6.00) for each such day's assignment.

**ARTICLE XXI**  
**TRAVEL AND TRANSPORTATION**

**Section 21.1**

The Company shall reimburse each employee for all reasonable travel expenses when travel by such employee is required or authorized by the Company.

**Section 21.2**

The Company shall have the right to determine the method of transportation, except that an employee shall not be required to use his own automobile unless he consents thereto.

**Section 21.3**

In the event any employee agrees to use his own automobile for transportation in connection with his assigned duties, the Company shall reimburse such employee in accordance with the IRS-published mileage reimbursement table, and in no event shall employee receive less than Ten Dollars (\$10.00) for use of his automobile.

**Section 21.4**

No employee will suffer any financial loss to his vehicle resulting from an accident that involves an employee's vehicle which occurs while on Company business if such accident is not a result of an employee's negligence.

**Section 21.5**

When an employee drives his automobile and reports directly to a work site away from the Main WSVN Studio, Transmitter, or Broward Studio he or she shall be reimbursed for mileage as beginning and ending at the Main WSVN Studio. On assignments requiring overnight trips, an employee shall be reimbursed for mileage on the first and last day of the assignment as beginning and ending at the main WSVN Studio to the extent that the employee's own vehicle is used as directed by Management and he or she shall be credited with mileage as beginning and ending at the sleeping accommodations provided by the Company.

**Section 21.6**

If an employee obtains a chauffeur's license at the request of the Company, the fee for such license will be paid by the Company.

**ARTICLE XXII**  
**NON-DISCRIMINATION**

The Company is an equal opportunity employer. The Company will not discriminate against any employee on account of race, color, creed, national origin, sex, age, disability or handicap, marital status or union membership or affiliation or any other protected class. Federal, state and local agencies have been created by law specifically to process and resolve complaints

of employment discrimination. These agencies have the competence and expertise to resolve such complaints. Accordingly, it is agreed that alleged violations of this non-discrimination policy shall not be subject to the grievance-arbitration procedure. The exclusive remedy for alleged violations of this non-discrimination policy shall consist of procedures and remedies provided for in the applicable federal, or state, or local laws and regulations governing discrimination in employment on account of the foregoing factors.

### **ARTICLE XXIII** **SAFETY**

#### **Section 23.1**

An employee may not be required to work beyond the interlock of the protective relay system if such work requires him to by-pass the normal interlock function, unless another employee is present.

#### **Section 23.2**

The Company agrees to abide by and maintain in its plant standards of sanitation, safety and health, in accordance with Federal (OSHA), State, County, and City laws and regulations.

### **ARTICLE XXIV** **PART-TIME EMPLOYEES**

#### **Section 24.1**

The Company may use part-time employees within all of the unit classifications covered by this contract. The Company will post a list of all regularly scheduled part-timers on a weekly basis.

#### **Section 24.2**

A part-time employee will be credited with one day of seniority, for pay purposes only, for every eight (8) hours worked.

#### **Section 24.3**

A part-time employee who is called in to work by the Company shall receive a minimum of five (5) hours pay.

#### **Section 24.4**

Part-time employees will not be required to work split shifts on the same day. If a part-time employee agrees to work a split shift, he will be paid time and one half (1 1/2) for hours worked in the second shift.

### **Section 24.5**

The Company will attempt to schedule part-time employees to work a minimum of two (2) days per week.

### **Section 24.6**

Part-time employees are eligible for premium overtime pay (time and one half) after eight (8) hours in a day and for hours worked over forty (40) in a work week and for holidays recognized in Article XII, Section 12.1 (but there will be no duplication or pyramiding of overtime pay), for crew chief pay and for night shift differential, but are not eligible for any other premium pay or fringe benefits (e.g., paid holidays, premium pay for holidays worked, vacations, health insurance, paid leaves, etc.) under this Agreement, except that the Company will pay part-time employees 1.5 their regular rate for the first eight hours worked on a holiday.

### **Section 24.7**

A part-time employee shall have the first right of refusal when replacing a full-time employee, provided that there is a part-time employee qualified, at the Company's discretion, to perform the work of the full-time position. The Company shall have the discretion to select the part-time employee to fill the full-time position.

All part-time employees who are interested in applying for a vacant full-time position will be given the opportunity to apply for, and be considered to fill the vacancy.

If a part-time employee converts to full time status after ten (10) years of consecutive part-time service, the full-time employee will receive one (1) additional week of vacation eligibility.

### **Section 24.8**

Regular work assignments for Part-Time employees shall be arranged so as to provide a minimum of twelve (12) hours between the termination of one shift and the beginning of the next shift. This provision shall not apply in cases of rotation of tour of duty, or where an employee has attended an out of town educational or training program, or in the event of emergencies or other extraordinary program requirements. Where a Part-Time employee is required to work within the twelve (12) hour period between shifts because of an emergency or other extraordinary program requirement, overtime pay at the rate of time and one half (1 ½) shall apply for work performed within such twelve (12) hour period.

## **ARTICLE XXV** **TERMINATION OF EMPLOYMENT**

### **Section 25.1**

In the case of termination of employment initiated by the Company other than for cause, the terminated employee shall be given three (3) weeks' notice of termination or three (3) weeks' pay in lieu thereof.

**Section 25.2**

Where the introduction of new, technological improvements results in the termination of any employee(s), such employee(s) shall be given not less than eight (8) weeks' notice of termination or not less than eight (8) weeks' pay in lieu thereof.

**Section 25.3**

Selection of employees for lay-offs and staff reductions shall be made within the sole discretion of the Company, and any decision by the Company shall not constitute a breach of this or any other provision of this Contract, and shall not be subject to challenge either through the grievance/arbitration procedure in this Contract or in court.

**Section 25.4**

It will be the responsibility of a laid off employee to file and keep current an application for reemployment. In all cases the employee must be fully capable of performing the essential functions of the job. Management will consider laid off employees when new job openings become available.

**Section 25.5**

In the case of termination of employment initiated by the Company, or in the event of layoffs occasioned by staff reduction, the Company will pay employees for earned vacation not taken. If the Company terminated an employee for cause involving monetary loss to the Company, the employee will not be paid for earned vacation not taken.

**Section 25.6**

An employee who desires to leave the employ of the Company shall give at least two (2) weeks' notice to the Company. If the employee gives two (2) weeks' advance notice of resignation, the Company will pay the employee for earned vacation time.

**Section 25.7**

The Company in its discretion will consider on a case by case basis providing severance pay to employees who are laid off under this Article or who are terminated under Article V. No severance pay will be paid to an employee who is terminated for cause.

**ARTICLE XXVI**  
**NOTICE OF DISMISSAL OR DISCIPLINE**

The Company shall provide a written notice to the Local of the Union of the dismissal or discipline of an employee within the Bargaining Unit. No notice need be served covering probationary employees.

**ARTICLE XXVII**  
**SALARY SCALES**

**Section 27.1**

For the purpose of establishing minimum weekly salaries only, Technicians will be classified in one (1) of two (2) classifications based upon overall ability, professionalism, cooperation and performance.

**Section 27.2**

The Company may in its discretion pay higher wages/salaries to individual employees.

**Section 27.3**

Any employee who is hired at, or who is presently being paid at a scale higher than the scales herein shall be credited with the appropriate number of years or months of service for pay purposes only.

**Section 27.4**

All employee salary increases are based on an annual graduated cost of living increases as follows: July 2018 increase two (2.0%) percent; July, 2019 increase two (2.0%) percent; .2020 increase two (2.0%) percent, July 2121 increase two (2.0%) percent.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. PAY SCALES TO FOLLOW)

Salary Scales for full-time and part-time employees.

**NABET JULY 01, 2018- JUNE 30, 2022 SALARY SCALE**

<b>FULL-TIME EMPLOYEES</b>	2.0%	2.0%	2.0%	2.0%
<b>Maintenance Technicians</b>	<b>As of</b>	<b>As of</b>	<b>As of</b>	<b>As of</b>
	<b><u>7/1/2018</u></b>	<b><u>7/1/2019</u></b>	<b><u>7/1/2020</u></b>	<b><u>7/1/2021</u></b>
0 - 6 months	\$ 636.07	\$ 648.79	\$ 661.76	\$ 675.00
6 - 12 months	\$ 703.42	\$ 717.49	\$ 731.84	\$ 746.47
12 - 18 months	\$ 753.92	\$ 769.00	\$ 784.38	\$ 800.07
18 - 24 months	\$ 798.81	\$ 814.79	\$ 831.08	\$ 847.71
24 -30 months	\$ 845.58	\$ 862.50	\$ 879.75	\$ 897.34
30 - 42 months	\$ 899.84	\$ 917.84	\$ 936.19	\$ 954.92
42 - 54 months	\$ 959.71	\$ 978.90	\$ 998.48	\$ 1,018.45
54 - 66 months	\$ 1,038.27	\$ 1,059.04	\$ 1,080.22	\$ 1,101.82
66 - 72 months	\$ 1,176.72	\$ 1,200.26	\$ 1,224.26	\$ 1,248.75
72 - months & over	\$ 1,403.09	\$ 1,431.15	\$ 1,459.77	\$ 1,488.97

	2.0%	2.0%	2.0%	2.0%
<b>Operator Technicians</b>	<b>As of</b>	<b>As of</b>	<b>As of</b>	<b>As of</b>
	<b><u>7/1/2018</u></b>	<b><u>7/1/2019</u></b>	<b><u>7/1/2020</u></b>	<b><u>7/1/2021</u></b>
0 - 6 months	\$ 626.70	\$ 639.24	\$ 652.02	\$ 665.06
6 - 12 months	\$ 692.19	\$ 706.03	\$ 720.15	\$ 734.56
12 - 18 months	\$ 738.96	\$ 753.74	\$ 768.81	\$ 784.19
18 - 24 months	\$ 783.85	\$ 799.53	\$ 815.52	\$ 831.83
24 -30 months	\$ 830.62	\$ 847.23	\$ 864.18	\$ 881.46
30 - 42 months	\$ 883.01	\$ 900.67	\$ 918.68	\$ 937.06
42 - 54 months	\$ 942.86	\$ 961.72	\$ 980.95	\$ 1,000.57
54 - 66 months	\$ 1,017.69	\$ 1,038.05	\$ 1,058.81	\$ 1,079.99
66 - 72 months	\$ 1,152.40	\$ 1,175.44	\$ 1,198.95	\$ 1,222.93
72 - months & over	\$ 1,375.01	\$ 1,402.51	\$ 1,430.56	\$ 1,459.17

<b>Part-Time Employees</b>	2.0%	2.0%	2.0%	2.0%
	<b>As of</b>	<b>As of</b>	<b>As of</b>	<b>As of</b>
	<b><u>7/1/2018</u></b>	<b><u>7/1/2019</u></b>	<b><u>7/1/2020</u></b>	<b><u>7/1/2021</u></b>
0 - 1 years	\$ 13.49	\$ 13.76	\$ 14.04	\$ 14.32
1 - 2 years	\$ 15.80	\$ 16.11	\$ 16.44	\$ 16.76
2 - 3 years	\$ 18.10	\$ 18.46	\$ 18.83	\$ 19.21
3 - 4 years	\$ 20.40	\$ 20.81	\$ 21.23	\$ 21.65
4 - 5 years	\$ 22.74	\$ 23.19	\$ 23.65	\$ 24.13
5 - 6 years	\$ 25.05	\$ 25.56	\$ 26.07	\$ 26.59
Over 6 years	\$ 27.36	\$ 27.90	\$ 28.46	\$ 29.03



**ARTICLE XXVIII**  
**DRUG AND ALCOHOL POLICY**

**Section 28.1**

The Company and the Union agree that a safe workplace free of illegal drugs and alcohol is the standard at all times. Applicants will be required to undergo a pre-hire drug test prior to achieving employment. In addition, the Company, in its discretion, may conduct testing of any employee based for post-accident, reasonable suspicion and random purposes. All employees must comply with the requests for testing, and notwithstanding any other provisions of this contract may be subject to appropriate disciplinary action without prior warnings, up to and including discharge, in the event of non-compliance with testing requests or requirements. .

**Section 28.2**

A copy of the Policy will be distributed to all current employees and will be given to all newly hired employees.

**Section 28.3**

In the event that legislation and/or administrative regulations are enacted which amend, the legal requirements regarding drug or alcohol testing or the definition of impairment, the Company retains the right to implement health and safety programs which may allow the Company to reduce the cost or limit the increase in the cost of health, life, liability or workers' compensation insurance premiums. In addition, , the Company may change the Policy to comply with such legislation and/or administrative regulations. The Company will inform the Union in writing prior to implementing any such change(s) in the Policy.

**ARTICLE XXIX**  
**FAMILY AND MEDICAL LEAVE ACT**

**Section 29.1**

The Company and the Union agree to abide by the Family and Medical Leave Act (FMLA) of 1993 and as amended thereafter. However, alleged violations of the FMLA shall not be subject to the grievance-arbitration procedure.

**ARTICLE XXX**  
**DURATION OF AGREEMENT**

**Section 30.1**

THIS AGREEMENT shall become effective on July 1, 2018 and shall continue in force through midnight June 30, 2022. The Company or the Union may terminate or modify this Agreement effective midnight, June 30, 2022.

**Section 30.2**

If either party desires to terminate this Agreement or to modify or change this Agreement, it shall, sixty (60) days prior to June 30, 2022, give written notice to such effect. If neither party shall give written notice to terminate, modify, or change this Agreement, the Agreement shall continue in effect from year to year after June 30, 2018, subject to termination, modification, or change upon sixty (60) days written notice prior to June 30, 2022 or any subsequent year.

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**SUNBEAM TELEVISION  
CORPORATION**

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

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**BY EDMUND N. ANSIN, President,  
Executive  
Vice-President & General Manager**

**Date:**

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**By: RICHARD MCDERMOTT**

**President, Local 32031**

**Date:**

**APPROVED:  
NABET-CWA, AFL-CIO**

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**By: CHARLES BRAICO, President**

**Date:**