

K# 9528



2013 – 2016 Agreement

Between

ABC, Inc.
as owner and operator of WPVI-TV

and

Local 804, International Alliance of
Theatrical Stage Employees, Moving
Picture Technicians, Artists and Allied Crafts
of The United States, its Territories and Canada, AFL-CIO, CLC



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Agreement between (1) ABC Inc., and (2) Local 804, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC.

1. Definitions

As initially capitalized in this Agreement, and except as their context may otherwise clearly require:

- (a) "Agreement" means this document and every schedule, interpretive memorandum and interpretive letter-agreement attached to it;
- (b) "Company" means ABC Inc., or the same corporation designated by any other name, only as owner and operator of television station WPVI-TV and WPVI-DT;
- (c) "Station" means television station WPVI-TV and WPVI-DT or the same Station designated by any other call letters;
- (d) "Union" means Local 804, International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, AFL-CIO, CLC, or the same labor organization designated by any other name;
- (e) "Employee" means an individual covered by paragraphs 2.01 and not within paragraph 2.03;
- (f) "Unit" means the Employees, collectively;
- (g) "Person" means an individual other than an Employee or a firm or corporation other than Company;
- (h) "Broadcast" means any ethereal broadcast by a federally licensed broadcaster: (i) through its transmitter and (ii) on its assigned over the air public-reception frequency or directly to a cable or satellite system.
- (i) "Broadcast Purpose" means only rehearsal intended for, or actual production of, a Broadcast;
- (j) "Non-Broadcast Purpose" means any purpose other than a Broadcast Purpose;
- (k) "Week" means the seven-day period commencing 12:01 a.m. Monday through 12:00 p.m. Sunday;
- (l) "Workweek" means the seven-day period commencing 12:01 a.m. Monday morning and ending 12:00 p.m. Sunday (see "Memorandum 10 D-13");

- (m) "Emergency" means an act of God or a circumstance beyond company control.
- (n) It is understood that wherever in this Agreement employees or jobs are referred to in the masculine gender, it shall be recognized as pertaining to both male and female Employees.

2. Agreement Scope

- 2.01 Employees Covered. This Agreement applies to every transmitter technician, studio technician, studio crewman and previewer employed by Company in Station's operations.
- 2.02 Right to Transfer. The Company has the right to transfer employees, on a temporary basis, to do industry-related work outside the jurisdiction of the Unit.
- 2.03 Persons Not Covered. This Agreement does not apply to any Person employed by Company as a clerical, administrative, custodial, sales, promotion, public-affairs, news, on-air, managerial or confidential employee, artist, watchman, guard as defined in National Labor Relations Act, professional employee as defined in National Labor Relations Act, supervisor as defined in National Labor Relations Act, or any other Person not expressly covered by paragraph 2.01.

3. Union Status

- 3.01 Recognition. Company recognizes Union as exclusive collective-bargaining representative of the Unit described in paragraph 2.01, to the extent National Labor Relations Act requires, and thus of every Employee.
- 3.02 Union Security. Each Employee, will, thirty days after his employment or the effective date of this paragraph, whichever is later, become and remain a member of Union to the extent of tendering to Union the initiation fee and periodic dues uniformly required for acquisition and retention of membership in Union. Union will, within one hundred days after any default in tendering such fee or dues, notify Company in writing of each Employee who fails to tender such fee or dues. Company will, within ten days after receiving such notice, in turn notify in writing each Employee listed in it. If an affected Employee has not satisfied, or does not within ten days after he received such notice, satisfy his obligation under this paragraph, Company will discharge him. Union will indemnify Company against all liability Company may incur by reason of any discharge pursuant to a notice from Union under this

paragraph; and Company will indemnify Union against all fee-and-dues loss Union may sustain by reason of any Company failure to discharge an Employee this paragraph requires it to discharge. Failure by Union to notify Company of a default within the time required by this paragraph will bar discharge for that default but will not bar discharge for a properly noticed subsequent default.

There shall be no discrimination, restraint, intimidation, or coercion by either Company or the Union against any Employee because of his membership or non-membership in the Union, or because of his refusal to participate in Union membership or activities.

4. Employee Status

- 4.01 Probation Period. Until he has worked as a full-time non-temporary Employee on one-hundred-thirty workdays following his initial employment or his reemployment after termination of any prior employment, Company has the right to discharge any Employee for any reason and without prior notice or pay in lieu thereof. Company and Union may extend this period by written agreement.
- 4.02 Employee Work Obligation: General. Unless he has a reasonable and valid excuse, an Employee will report for work on time and will work (a) the time assigned to him as a normal workday and workweek and (b) such additional time as Company may reasonably require.
- 4.03 Employee Work Obligation: Other Employment, Etc. An Employee will not engage in any activity which (a) could jeopardize Company's license or (b) reflect unfavorably on Company. An Employee will not engage in any activity for any other employer or organization which is a radio or T.V. station or network and a competitor of Station without prior approval of Station.
- 4.04 Seniority: Definition. Seniority means length of employment at Station in Unit by Company or any predecessor owner or operator of Station, from Employee's initial employment in Unit or his employment in Unit after loss of his seniority, as the case may be.
- 4.041 Seniority: Acquisition. An Employee acquires seniority after completing his probationary period, and his seniority then dates from the start of that period. Employees starting work on the same date will have equal seniority.
- 4.042 Seniority: Accrual. An Employee whose employment has not been terminated by resignation, retirement, discharge or death, and whose seniority has not been lost

under paragraph 4.044, accrues seniority in these circumstances: (a) while actively at work; (b) while on rest-day, holiday or vacation; (c) for that part of any leave of absence for military service preceding any voluntary extension of such service, so long as he complies with the conditions of such leave and has a statutory right to reemployment; (d) absence for bona fide illness or disability, so long as he complies with whatever conditions attach to such absence.

4.043 Seniority: Retention. An Employee whose employment has not been terminated by resignation, retirement, discharge or death, and whose seniority has not been lost under paragraph 4.044, retains, but does not

accrue,

seniority in these circumstances: (a) while on leave of absence other than one specified in paragraph 4.042, so long as he complies with whatever conditions attach to such leave; (b) for one year on promotion or assignment to a position not covered by this Agreement; (c) for one year on layoff.

4.044 Seniority: Loss. Except as otherwise stated in this paragraph, an Employee loses seniority and all re-employment rights by (a) resignation, (b) retirement, (c) involuntary termination, unless voluntarily remitted by Company or vacated by a valid arbitration award either accepted by Company or judicially confirmed, (d) one year continuous layoff, (e) one year on promotion or assignment to a position not covered by this Agreement, (f) failure to report for work on schedule from a disciplinary suspension or a leave of absence without notifying Company in advance and without providing a timely, reasonable and valid excuse for such failure, (g) failure to report for work promptly on recovery from illness or disability, (h) one year absence for illness or disability, or determination under paragraph 4.046 that he cannot reasonably be expected to return to work before the end of one year, (i) failure to comply with the recall from layoff procedure established by paragraph 4.0471, (j) subject to federal law, voluntary extension of military service. Notwithstanding clauses "f" and "g", an Employee who, at his earliest opportunity, presents to Company a reasonable and valid excuse for failure to report for work on schedule from a disciplinary suspension or a leave of absence, or for failure to report for work promptly on recovery from illness or disability, will not lose seniority or reemployment right under such clauses if, at his earliest opportunity, he also presents to Company a reasonable

and valid excuse for his failure to notify Company in advance of such failure to report.

- 4.045 Seniority: Application. Seniority applies to (a) layoff, (b) recall from layoff, and (c) vacation-time preference.
- 4.046 Seniority: Limitation. If an employee absent for illness or disability is unable to return to work after four consecutive months of such absence, he will, at Company's request and expense, submit to examination by Company's physician up to three times during the continuation of such absence. If Company's physician determines he may reasonably be expected to return to work before the end of one year from the start of his absence, his seniority and reemployment rights will continue. If, on the other hand, Company's physician determines he cannot reasonably be expected to return to work in such time, and the Employee's physician concurs in this determination, Company may terminate the Employee's seniority and reemployment rights by paying him a severance allowance under paragraph 8.081. If the Employee's physician does not concur with Company's physician, their disagreement will be resolved by a third physician, to be appointed by them or, if they fail to agree on such appointment within ten days, by a physician appointed by Philadelphia Medical Society or such person as it may authorize or direct, and such third physician's determination will be final and binding. Company and Union will share the third physician's fee and expenses equally. If the third physician concurs in Company physician's determination, Company may terminate the Employee's seniority and reemployment rights by paying him a severance allowance under paragraph 8.081. An Employee who fails or refuses to comply with these requirements promptly will forfeit all benefits under this paragraph and will be deemed to have resigned.
- 4.047 Seniority: Layoff & Recall. Company will layoff an Employee in inverse seniority order, subject to the ability of each senior Employee to satisfactorily perform the remaining available work. Company will recall a laid-off Employee in seniority order, subject to his ability to satisfactorily perform the work then available. For this paragraph's purposes, an Employee will be deemed able to satisfactorily perform available work only if he previously performed such work satisfactorily in Company's employ, unless Company has failed to offer the Employee opportunity to train in and perform such work, in which event Company will provide him a training period which will

not exceed the time stated in a memorandum attached to this Agreement.

4.0471 Seniority: Layoff & Recall: Procedure. Company will notify Union in advance of any layoff (as distinct from a discharge for cause) and will also notify Union before employing new personnel in any position covered by this Agreement while any Employee is on layoff. Company will recall an Employee from layoff by written notice specifying a date and time not earlier than twelve calendar days from its certification or filing date, as the case may be, for the Employee to return to work. The Employee will, by letter certified or telegram filed within seven calendar days from such notice's certification or filing date, notify Company he accepts such recall. If he fails to so notify Company, his seniority and reemployment rights will terminate and he will be deemed to have resigned. If he so accepts such recall, he must report for work at the date and time specified in the recall notice. If he does not so report, his seniority and reemployment rights will terminate and he will be deemed to have resigned. In computing any time limit specified in this paragraph, Saturdays, Sundays and holidays recognized by this Agreement will be excluded.

4.04711 Seniority: Layoff & Recall: Procedure: Technologic Layoff. Whenever a layoff results directly from introductions of a new process, equipment or device not now in use at Station (as distinct from a layoff caused by change in programming or by any other factor) Company will give each Employee to be laid off at least six months notice; and such an Employee may, at any time after such notice and before the layoff so noticed, resign from Company's employ without prejudicing any right he may have to severance pay.

If the company decides that the employee should leave the company any time during the six-month period then the company will pay in a lump sum the equivalent of the number of remaining weeks the employee has left in the six-month period up to a maximum of 26 weeks. The employee will also be entitled to a lump sum payment equivalent to his or her current group health coverage costs under COBRA for the remaining weeks left in the six-month period up to the maximum of 26 weeks. In addition, if an employee has been full-time for at least five years, they will receive one week's pay for each additional year of service above five, up to a maximum of 12 weeks pay. This is in addition to the current severance pay they are entitled to according to paragraph 8.081 of the current contract.

4.05 Discharge or Discipline. Company has the right to discharge, without notice, any Employee for cause. Cause will include: theft; repeated lateness; disorderly conduct on the premises; being physically or mentally unfit to work; neglect of duty; insubordination; dishonesty; reporting for work under the influence of any intoxicant, illegal drug, legally controlled substance, or other agent which can impair or adversely affect physical, mental or emotional function or reaction; possessing or partaking of, during work time or on Company property, any illegal drug, legally controlled substance, or other agent which can impair or adversely affect physical, mental or emotional function or reaction except as prescribed by a licensed physician; or partaking, during work time or on Company property, of any intoxicant sufficiently to be under its influence. The first seven days following a discharge for cause will be treated as a suspension, solely for the purpose of allowing Union an opportunity to investigate and, if necessary, to meet with Company.

4.06 Discrimination. Neither Company nor Union will unlawfully discriminate against any Employee or applicant for employment because of race, color, creed, ancestry, national origin, sex or age or because of a non-employment related handicap or disability, or against any Employee because of union activity.

5. Work Time

5.01 Normal Workweek. The normal workweek will be forty work hours with two consecutive days off in either the same Week or in that and the ensuing Week. When an Employee enters the Monday-and-Sunday-off shift he will have off the Sunday preceding such shift. When an Employee's days off are shifted from Monday-and-Sunday to other days off, he will have off the Monday following such Monday-and-Sunday.

5.02 Normal Workday. Except for a transmitter Employee who eats on the job, the normal workday will be eight work hours in nine consecutive hours, and there will be a lunch period (normally one hour) starting not earlier than two and one-half hours and ending not later than six and one-half hours after the Employee begins the shift. If, in an unusual or unanticipated program requirement, Company supplies food and, in the case of a remote assignment, a suitable place for its consumption, Company may require an Employee to take a lunch period shorter than one hour but not shorter than one-half hour. In an Emergency, Company may require an Employee to take a lunch period shorter than one hour.

- 5.03 Daily Rest. Except in an Emergency, there will be a break of at least six hours between finish of an Employee's work on one day and start of his work on the next day.
- 5.04 Weekly Rest. Except for a transmitter Employee on a rotation schedule and except as otherwise stated in paragraph 5.0521, there will be a break of at least fifty-six hours between finish of an Employee's work in one workweek and start of his work in his next workweek.
- 5.05 Work Schedules: Posting. Company will post a schedule of each Employee's workdays, rest days, work-start times and work-finish times not later than 1:00 p.m. on the tenth day before the start of his workweek.
- 5.051 Work Schedules: Change. Except when caused by Employee illness or disability, Company will give an Employee (a) ten days notice of any change in his scheduled workdays or rest-days and (b) thirty-six hours notice of any change in his scheduled work-time. The ten-day notice-period will start when the change notice is posted on the bulletin board where notices intended for Employees are customarily posted. The thirty-six-hour notice period will start when the change-notice is so posted, provided the Employee is then on duty in Station, or, if he is not then on duty, when Company either (a) notifies him in person or by telephone or (b) if he does not answer a page at Station or a telephone call to his residence, files with Western Union a telegram to him embodying such notice.
- 5.052 Work Schedules: Rotation. Company and Union will meet three times yearly to consider rotation on other shifts of Employees who request it.
- 5.0521 Work Schedules: Rotation: Night Studio. Company will not require an Employee to work the all-night studio shift more than two months consecutively or three months cumulatively in any calendar year; except that, if change in the number of Employees so requires, these restrictions will be waived to the extent necessary to divide assignment to this shift equally among available qualified Employees. Company will not unreasonably determine that an Employee is unqualified for such assignment. The fifty-six hour rest period established by paragraph 5.04 will be waived to the extent necessary to effectuate this rotation.
- 5.053 Work Schedules: Transmitter Relief. Company will endeavor, to the extent reasonably practicable, to schedule a transmitter-relief Employee for a fifty-six hour weekly rest.

- 5.054 Work Schedules: Remote Crews. If Company elects to assign a crew or crews specifically to remote broadcasts, Company may reopen parts 5 and 6 of this Agreement for further collective bargaining pertaining to work time and overtime pay of such crews.
- 5.06 Overtime Notice. Company will give an Employee the earliest notice circumstance reasonably permits of any overtime assignment, and, in making such assignment, will, to the extent reasonably practicable, consider and endeavor to accommodate the Employee's personal needs. Except in an Emergency or when the Employee is scheduled to "Good-night", Company will give him at least seven hours notice of overtime assignment.
- 5.07 Overtime Distribution. Company has no obligation to assign overtime work to any particular Employee; but to the extent it elects to assign such work to Employees, it will endeavor to distribute it, on an annual basis, so that Employees who possess equivalent skills and qualifications will realize approximately equal overtime pay. In computing overtime pay realized, refused overtime will be considered overtime worked at the highest overtime rate than payable under this Agreement.

6. Monetary Benefits: Pay for Time Worked

- 6.01 Pay Basis. Except as otherwise expressly stated in this Agreement, an Employee will be paid only for time actually worked.
- 6.02 Regular Pay Rate. An Employee's regular pay rate is one-fortieth of his regular weekly pay rate under paragraph A-2.01, and this rate applies to all work time constituting his normal workday or normal workweek.
- 6.03 Premium Pay Rate: Daily Overtime. Work exceeding eight hours in any workday will be paid at one-and-one-half times the Employee's regular pay rate; and work exceeding twelve hours in any workday will be paid at two times the Employee's regular pay rate.
- 6.031 Premium Pay Rate: Weekly Overtime. Work on the sixth day of the Employee's workweek will be paid at one-and-one-half times his regular pay rate for the first twelve hours, and work exceeding twelve hours on such sixth day will be paid at two times his regular pay rate. Work on the seventh day of the Employee's workweek will be paid at two times his regular pay rate if he worked on the sixth day of such workweek; but if he did not work on such sixth day, it will be paid at one-and-one-half times his regular pay rate through the

twelfth work hour and at two times his regular pay rate thereafter.

In determining whether an employee has been assigned to work a sixth or seventh day for purposes of this Article 6.031 and Articles 6.032 (a) and (b), absences for reasons of illness or disability shall not be recognized. For the purpose of the aforementioned clause, scheduled 6th and 7th days are construed as overtime days. If due to illness or disability, an employee who has not yet worked five (5) days, a scheduled 6th day will be paid at the regular pay rate for work up to eight (8) hours and one and one-half times the regular pay rate for work exceeding eight (8) hours. If scheduled for a seventh day, an employee will be paid one and one-half times the regular pay rate for work up to twelve (12) hours and two (2) times the regular pay rate for work exceeding twelve (12) hours.

6.032 Premium Pay Rate: Holiday Work.

- (a) If Company requires an Employee to work on a contractual holiday, it will pay him two times his regular pay rate for all time he so works, unless, with the consent of his department head, he elects to take off, without loss of pay, any other day on which he may be scheduled to work. An Employee may add five holidays (the third through the seventh holidays set forth in 7.02) to his vacation period, provided he notifies Company, in writing, prior to the time it schedules vacations, of his intention to do so.
- (b) If Company requires an Employee to work on a contractual holiday which is the sixth day of his workweek, it will pay him two-and-one-half times his regular pay rate for all time he so works.
- (c) If Company requires an Employee to work on a contractual holiday which is the seventh day of his workweek, it will pay him three times his regular pay rate for all time he so works if he worked on the sixth day of such workweek; but if he did not work on such sixth day, it will pay him two-and-one-half times his regular pay rate for such work.

6.033 Premium Pay Rate: Out-Of-Metropolitan-Philadelphia Assignment. If Company assigns an Employee to work out of metropolitan Philadelphia overnight or longer, it will pay him one-and-one-half times his rate for all straight time hours worked up to \$100 additional pay (approximately 5 hours) for all straight time hours worked on the first five days of such assignment, and

this will be in addition to whatever premium pay he may be entitled to for any specifically assigned overtime work during such days. Consideration will be given for personal hardships and or previous personal commitments.

6.04 Penalty Pay: Schedule Change: Work Exceeding Eight Consecutive Workdays.

(a) If Company requires an Employee to work a ninth consecutive workday, it will pay him one-and-one half times his regular pay rate for such work; and if it requires him to work a tenth or subsequent consecutive workday, it will pay him two times his regular pay rate for such work.

(b) Except when caused by Employee illness or disability, if Company changes an Employee's scheduled workdays or rest-days or work-time without the notice paragraph 5.05 requires, it will pay him two times his regular pay rate to the extent such change requires him to perform non-overtime work at times his previous schedule would not have required him to work.

6.041 Penalty Pay: Daily-Rest-Period Work. If Company requires an Employee to work during his daily-rest period, it will pay him two times his regular pay rate for all time he so works. For this paragraph's purposes, an Employee's daily-rest period will be deemed to be twelve hours.

6.042 Penalty Pay: Weekly-Rest-Period Work. If Company requires an Employee to work during his weekly-rest period, it will pay him two times his regular pay rate for all time he so works. For this paragraph's purposes, an Employee's weekly-rest period will be deemed to be fifty-six hours.

6.043 Penalty Pay: Missed Lunch. Except in an Emergency, if Company requires an Employee entitled to a lunch period by paragraph 5.02 to miss his lunch altogether, it will pay him two times his regular pay rate from five-and-one-half hours after he begins his shift until he finishes his workday. If Company requires such an Employee to miss part of his lunch, it will pay him two times his regular pay rate from the end of his lunch until he finishes his workday, unless Company requires him to work in that workday overtime equal in time to the missed part of his lunch. If Company requires such an Employee to take any part of his lunch earlier than the lunch period, it will pay him two times his regular pay from the start of his lunch until the start of the lunch period. If Company requires such an Employee to

take any part of his lunch after the lunch period, it will pay him two times his regular pay rate from the end of the lunch period to the end of his lunch. In an excepted situation, Company will make every effort to provide food so the Employee may eat on the job.

6.05 Pay Computation: Limitation. Except as otherwise required by law, no premium pay rate or penalty pay will apply to work an Employee does under a schedule arranged or rearranged, with his concurrence, to accommodate him.

6.051 Pay Computation: Compounding & Pyramiding. Penalty pay under paragraphs 6.04 through 6.043 will be payable regardless of any premium pay an Employee may be entitled to. But premium pay will not be compounded or pyramided; and if more than one premium pay rate would apply to any work, only the highest will apply.

7. Monetary Benefits: Pay for Time Not Worked

7.01 Guaranty: Minimum Weekly. Each full-time Employee is guaranteed forty hours work or forty hours pay per week; whether an absent Employee is to be paid will be discretionary with Company.

7.011 Guaranty: Day-Off Call-In.

(a) If Company calls an Employee in on one or both of his weekly days-off, it will guarantee him seven hours work or seven hours pay on such day; and Company will schedule such guaranteed work in a not more than eight-hour time span, but this requirement will not limit Company's right to assign such Employee to work exceeding seven work hours.

(b) If the day(s) off are on Saturday or Sunday, in addition to the rights set forth in Subparagraph (a) above, the Company may call an employee in for a minimum of four (4) hours, provided the work is in regularly scheduled studio production at the Philadelphia facility, and the four (4) hours shift does not commence after 11:30 A.M. on either Saturday or Sunday.

7.02 Holidays: Designation. There will be eleven holidays: New Year's Day (January 1), Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day (July 4), Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day (December 25) and a personal holiday. In addition, an employee will be allowed to substitute a 2nd Personal Holiday in lieu of holiday pay for Veteran's Day. Except for the personal

holidays and those, which show their dates in parentheses, the holiday will be the date the Congress or the President, as the case may be, designates. If either the Congress or the President designates another date for a holiday which shows its date in parentheses, that holiday will be the date the Congress or the President, as the case may be, designates. An Employee will give Company ten days notice of his desire to take a personal holiday, and Company and the Employee will then select a mutually agreeable date for such holiday. No more than two Employees may take a personal holiday in any one-week.

7.021 Holidays: Substitution. An Employee may substitute a religious holiday of his choice for New Year's Day and another such holiday for Christmas Day, provided he so notifies Company three weeks before both the scheduled holiday and the desired substitute holiday.

7.022 Holidays: Pay. An Employee not required to work on a holiday, or on vacation or on a regular day off on a holiday, will receive eight hours pay.

7.03 Vacation: Entitlement. An Employee who, at June 1, 1993, has the continuous employment indicated below will be entitled to paid vacation-time, at his regular pay rate at the time of his vacation, according to his schedule:

<u>Employment-Length</u>	<u>Vacation-Length</u>
6 through 11 months	one week
12 through 59 months	two weeks
60 through 179 months	three weeks
180 through 239 months	four weeks
240 or more months	five weeks

This paragraph will not apply to an Employee discharged for cause or to one not on the active payroll at June 1, 1993 or any subsequent June 1.

7.031 Vacation: Scheduling. At least three (3) Employees may be scheduled on vacation each week of the year. Effective with the 2006 vacation-time selection process and every vacation-time selection process thereafter, there will be a 10 consecutive week period, beginning with the last vacation week in June, when four (4) Employees may be scheduled on vacation each week with the exception of the vacation week that includes July 4th when only three (3) Employees may be scheduled on vacation. Whenever overtime does not result from such scheduling, an Employee's vacation may immediately precede or follow his two (2) consecutive days off.

7.032 Vacation: Selection & Procedure. Vacation-time selection will be based on separate classification seniority for (a) technicians and (b) crewmen, subject only to Company's operating requirements. This procedure will apply:

- (a) Company will, by September 1, send to each Employee a memorandum requesting his election whether to
- (b) Approve holidays for consumption as vacation time;
- (b) the Employee will, by October 1, send Company his written election;
- (c) Company will, by October 15, post on the bulletin board, for each Employee classification -
 - (i) a vacation-calendar showing the calendar weeks available for vacations and, for each such week, the number of Employees who may be on vacation, and
 - (ii) a seniority roster showing each Employee in the classification involved and his Vacation entitlement;
- (d) each Employee will, by December 15, enter his vacation-time preference or preferences on the vacation-calendar;
- (e) Company will, by December 20 -
 - (i) assign, on a relative-seniority basis, the vacation of each Employee who fails to so enter his vacation-time preference, and
 - (ii) post the final vacation-schedule for all Employees.

7.04 Remote Assignment: Travel-Time Pay. An employee may be assigned to Station's Wilmington Studio, Trenton Studio or a remote within twenty (20) miles of Station's City Line facility. If an employee elects to report to the Station's City Line facility rather than to the site of a remote pick-up of the type described in the preceding sentence, and the Company provides round trip transportation to the remote location, the Employee's work day shall commence when he arrives at the remote site and end at the time he concludes his work at such location. An employee receiving such assignment shall not receive travel pay. An employee who is required by Station to first report to Station's City Line facility prior to reporting to one of the above mentioned designated work places will be paid for all travel time including his/her first report at Station's City Line facility and his/her return travel time to Station's City Line facility at his/her applicable pay rate. An employee so assigned after first reporting to Station's City Line facility may at his/her discretion, with Company's approval, decide not to return to Station's

City Line facility after completing his/her daily work schedule at one of the above mentioned designated work places. In the event an employee decides not to return to Station's City Line facility after completing his/her daily work schedule at one of the above mentioned designated work places the employee will not receive travel pay and/or travel time for a return trip to Station's City Line facility.

Upon request of an Employee assigned to report directly to a remote site, within twenty (20) miles of the Station's studio, excluding the Station's Wilmington and Trenton Studios, the Company will provide the Employee transportation from the Station's studios to and from the remote. In lieu of Company-provided transportation, the Employee so assigned and utilizing his own vehicle, will be reimbursed by the Company for the fee, if any, incurred in parking his vehicle at the remote site. In the event that the Employee elects to utilize Company-provided transportation when assigned to a remote, travel time incurred will not be paid.

An employee on a remote assignment not exceeding twenty-four (24) hours and more than twenty (20) miles from Station's City Line facility or an employee receiving an assignment at any other of Station's studios except the Wilmington Studio or Trenton Studio will be paid for all travel time between his/her first report at Station's City Line facility and his/her return travel time to Station's City Line facility at his/her applicable pay rate. An employee required to report to the Station's City Line facility and then being assigned to Station's Wilmington Studio, Trenton Studio or a remote within twenty (20) miles of Station's City Line facility, shall be reimbursed for use of his/her own vehicle at the station's applicable rate. An employee will not be required to use his/her own vehicle to transport equipment between studios or to remotes.

7.05 Supplemental Meal Period. In addition to the meal period allowance provided by paragraph 8.01, an Employee who works eleven and one-half work hours from the beginning of his shift will receive reasonable paid time off (normally thirty minutes) for a second meal. Time so allowed is not an invasion of rest time.

8. Monetary Benefits: Miscellany

8.01 Meals. Company will furnish a reasonable meal on assignments where there are no eating facilities, if the Employee's normal eating time occurs while on assignment. On remote assignments Company will reimburse the Employee

for any reasonable amount he is required to spend for a meal or meals beyond his normal expenditures.

- 8.011 Meals: Supplemental Meal-Period Allowance. Except as stated in paragraph 7.05, an Employee who works ten hours, exclusive of lunch, will receive seven dollars for a second meal, but will receive no time for the second meal. If the station provides a second meal for an employee working beyond 10 hours, no such meal penalty shall be due.
- 8.02 Remote-Assignment Expense. Company will reimburse an Employee for reasonable and necessary expense he incurs on remote and out-of-metropolitan-Philadelphia assignments, and will provide suitable transportation on Company business and suitable accommodations on overnight or longer assignments. A Company vehicle driven by an Employee constitutes suitable transportation. Should this section 8.02 conflict in any respect with section 7.04 above, it is the intent of the parties that section 7.04 shall control.
- 8.021 Remote-Assignment Expense: Weather Gear. Company will provide (a) adequate gear for all types of weather and (b) if a change in dress from normal work apparel is necessary during a remote assignment, suitable accommodations for such purpose.
- 8.03 Transmitter Expense. Per-diem expense for an Employee assigned to the Roxborough transmitter will be \$1.50 per day.
- 8.04 Jury Service. If an Employee is required to serve on a jury, Company will pay him the difference between the amount he receives for jury duty and his regular pay. An Employee must notify Company that he has been summoned for jury duty as soon as reasonably possible after he receives a jury duty summons; and shall notify Company that he has been excused or released from jury duty as soon as reasonably possible after excused or released. An Employee shall not be required to report for any shift scheduled to begin on a calendar day when he is scheduled to report for Jury Duty. An Employee who is required to serve on a jury will not be scheduled to work on a Saturday or Sunday falling between the weeks of his jury service, provided he advises Company of his obligation to render jury service before the work schedule containing such Saturday and Sunday is posted.
- 8.05 Sick Leave. Company will continue its present sick leave policy.
- 8.06 Pension: Contribution. Company will, at the end of each month for the term of this Agreement, contribute to IATSE Local 804 WPVI-TV, WFIL-AM and WFIL-FM Pension Plan

(herein, "Fund") \$2.00 for each full shift (to a maximum of five shifts per week per Employee) a non-temporary full-time Employee works or is on holiday or vacation under this Agreement during such month.

- 8.061 Pension: Fund Maintenance & Administration. Such Fund will be maintained and administered in accordance with applicable law as a jointly-administered trust fund under Labor Management Relations Act, 1947, as amended, section 302, to provide pension benefits for eligible Employees, as Fund's trustees have determined in their existing plan or may determine in any plan they may establish in the future. Company and Union will cooperate fully in (a) continuing Fund and obtaining any necessary governmental approval for its income-tax exemption and its operation and (b) maintaining Fund so it complies with all applicable law, and Company's contributions to it will be deductible by Company and not current income to any Employee under applicable federal, state or local income-tax law. Fund will bear all expense of its operation, and Company will have no obligation or liability for any pension or retirement benefit to any Employee beyond the contributions required by paragraph 8.06.
- 8.07 Education Benefits. The Company will provide each full-time Employee Education Benefits consistent with the Company's policy.
- 8.071 Adoption Assistance Program. The Company will provide each full-time Employee with adoption assistance consistent with the Company's policy.
- 8.08 Termination Benefits: Holidays & Vacation. An Employee with six months or more of continuous employment who is laid off or resigns (but not one discharged) will be paid (a) whatever holidays may be due him to his termination date and (b) accrued vacation (i) on a pro-rated basis for the current year to his termination date plus (ii) any vacation time due him from the preceding year.
- 8.081 Termination Benefits: Severance Pay. An Employee terminated by Company will receive at termination (except when discharged for cause) severance pay in a lump sum. Such pay will be computed at the Employee's regular pay rate at termination, according to this schedule:

Continuous Employment

6 through 17 months
18 through 23 months
24 through 35 months
36 through 47 months
48 through 71 months

Severance Pay

two weeks
three weeks
four weeks
five weeks
six weeks

72 months or more one week for each twelve such months to a sixteen-week maximum. Such severance pay is to be construed, to the extent permitted by law, as in addition to any unemployment insurance benefits payable under applicable law.

9. Unpaid Time Off

9.01 Leave of Absence: Illness or Disability. Any Employee who, because of illness or disability, is unable to perform his leave-of-absence without pay for up to one year. Company may require, as a condition of granting or extending such leave, a physician's certificate as to the existence, continuation and probable duration, and as to the nature and extent, of such illness or disability. The Employee will, at such times during his leave as Company may direct, submit to examination by Company's physician as to the status of his illness or disability. In order to return to his position, the Employee must be physically and mentally fit to resume his duties; and he will therefore submit to examination by Company's physician for determination of his fitness. If the Employee's physician does not concur with Company's physician, their disagreement will be resolved by a third physician, to be appointed by them or, if they fail to agree on such appointment within ten days, by a physician appointed by Philadelphia Medical Society or such person as it may authorize or direct, and such third physician's determination will be final and binding. Company and Union will share the third physician's fee and expenses equally. If the third physician concurs in Company physician's determination, Company may terminate the Employee's seniority and reemployment rights by paying him a severance allowance under paragraph 8.081. An Employee who fails or refuses to comply with these requirements promptly will forfeit all benefits under this paragraph and will be deemed to have resigned.

9.011 Leave of Absence: Personal. Company may, on written application and for any personal reason it deems sufficient, grant an Employee leave of absence up to one year.

10. Work or Business Interruption

10.01 Strike, etc. Neither Union nor any Employee will instigate, encourage or engage in any strike, work stoppage, work interruption, work interference, slow-down, picketing, or boycott, nor will Company engage in any lockout, during the life of this Agreement.

10.02 Union Obligation and Liability. In the event of any violation of paragraph 10.01, Union will immediately, on Company request:

- (a) order each involved Employee to return to work or otherwise cease such violation:

- (b) take such steps as are available to it under its constitution and bylaws to enforce compliance with paragraph 10.01;
- (c) allow Company to place in newspapers of Company choosing advertisements in Union's name stating that such action is unauthorized and is a violation of this Agreement.

Company will pay for each such advertisement and will consult with Union on preparation of its text.

10.03 Employee Liability. Company will have the absolute right to suspend or otherwise discipline, or to discharge, as in its sole discretion it may decide, any Employee who violates paragraph 10.01; and neither Union nor any Employee will question this right. However, the issue of fact whether a particular Employee violated such paragraph will be subject to arbitration under paragraphs 11.02 through 11.04.

10.04 Other Labor Disputes: Union and Different Employer. If Union, its International Union or any of International Union's other local unions, is engaged in a lawful strike against an employer not owned or controlled by or affiliated with Company on behalf of Persons of who it is the certified or recognized collective bargaining representative, Company will not, without Union's consent require an Employee, in circumstances which, under National Labor Relations Act, make Company an "ally" of such other employer, to work either (a) on any program it may prepare and transmit to such employer or (b) at the studio or transmitter of such employer. However, no Employee shall assert this paragraph as justification for failure or refusal to perform any work Company may assign to him unless (a) company acknowledges or (b) it has been established by a valid arbitration award under paragraphs 11.025 and 11.026 that the circumstances are such as, under National Labor Relations Act, "make Company an 'ally' of such other employer." An arbitration award determining this issue will be deemed effective from the date it is rendered and delivered as required by law until such time as it is judicially stayed or vacated.

10.041 Other Labor Disputes: Company and Different Labor Organization. If a labor organization not controlled by or affiliated with either Union or its International Union is engaged in a lawful strike against Company at Station on behalf of Persons of whom it is the recognized or certified collective bargaining representative, Company will not, except in an Emergency, require an Employee to

perform work done before the strike, as part of normal and required duties with the Company, by any Person in the collective bargaining-unit involved in the strike. However, no Employee shall assert this paragraph as justification for failure or refusal to perform any work Company may assign to him unless (a) Company acknowledges or (b) it has been established by a valid arbitration award under paragraphs 11.025 and 11.026 that such work is in fact "work done before the strike, as part of normal and required duties with Company, by any Person in the collective bargaining unit involved in the strike". An arbitration award determining this issue will be deemed effective from the date it is rendered and delivered as required by law until such time as it is judicially stayed or vacated. For this paragraph's purposes, personnel shortage caused by the strike is not an "Emergency".

11. Problem Adjustment

- 11.01 Scope. Except as stated in paragraph 11.03, any problem as defined herein initiated by an Employee or group of Employees shall be handled solely in accordance with this grievance procedure. No Employee or group of Employees shall at any time bring or maintain any action in any Court or before any administrative agency arising out of an alleged breach of this Agreement until all grievance and arbitration procedures provided in this Agreement have been properly exhausted.
- 11.011 Problem: Definition. A problem is defined as a claim or dispute with the Company by an Employee or Employees involving an alleged violation by the Company of the terms of this Agreement. When any problem arises, there shall be no interruption of work or other violation of this Agreement of any kind on account thereof, but the same shall be settled as promptly as possible in the manner set out below. Pending the settlement of the problem, the orders of supervisory personnel shall be followed.
- 11.02 Procedure & Time Limits: Initiation. Union may initiate a problem by serving a written notice of it on Company within ten days after occurrence of the facts on which it is based or, if it is based on fraud or active concealment, within ten days after such facts were discovered or in the exercise of reasonable diligence could have been discovered. Such notice will concisely state the facts on which the problem is based, specify each Agreement paragraph alleged to have been violated, and specify the relief and remedy sought. If no such notice is served in that time, the problem will be barred.
- 11.021 Procedure & Time Limits: Step One. After a proper and timely problem-notice is filed, Company's designated

representative and Union's designated representative will discuss the problem. This discussion, unless extended by written agreement to a specified date, will be completed within five days after Company receives the problem-notice. Company will, within twenty-four hours after written and signed adjustment of a problem at this step, dispatch to Union a written notice stating the text of such adjustment. If Union does not serve a written objection to the adjustment on Company within five days after it receives such notice, the adjustment will be final and, except as the adjustment may otherwise provide, the problem will be barred. If Union files a proper and timely objection, the problem will be considered in Step Two, and Step One will be deemed completed as of the notice's filing date.

- 11.022 Procedure & Time Limits: Step Two. If the problem is not adjusted in the time specified in Step One, or if Union serves a timely objection to any adjustment under Step One, Company's designated representative and Union's designated representative will discuss it. This discussion, unless extended by written agreement to a specified date, will be completed within five days after Step One's completion.
- 11.023 Procedure & Time Limits: Notice of Intent to Arbitrate. If the problem is not adjusted in the time specified in Step Two, either Union or Company may notify the other of its intention to arbitrate. Such intent-notice will be written, and if it is not served on the other party within ten days after Step Two's completion the problem will be barred.
- 11.024 Procedure & Time Limits: Problem-Notice Amendment. Union may, after service of an intent-notice, amend the problem-notice to (a) state additional or different facts based on newly discovered evidence, (b) specify additional or different Agreement paragraphs as the paragraphs allegedly violated, and (c) specify relief and remedy additional to or different than that originally sought. If such amended problem-notice is not served on Company within five days after service of the intent-notice, the amendment will be barred. If so served, either Union or Company may request additional Step Two discussion. This discussion, unless extended by written agreement to a specified date, will be completed within five days after service of the amended problem-notice. A problem-notice may be amended only once, and no problem-notice may be amended after the time allotted by this paragraph.
- 11.025 Procedure & Time Limits: Arbitration. If the problem is not adjusted in either Step Two or any additional Step Two discussion following a timely problem-notice amendment, either Union or Company may ask American Arbitration Association to arbitrate it under its then current voluntary labor arbitration rules as modified by paragraphs

11.026, 11.03 and 11.031. Any such request will be written, with simultaneous written notice to the other party, and if not filed with the Association and noticed to the other party within ten days after timely filing of any intent-notice the problem will be barred.

- 11.026 Procedure & Time Limits: Arbitration: Arbitrator's Decision & Compensation. The arbitrator will render his decision, in writing, within thirty days (or such additional time as the parties may by writing agree) after the problem has been submitted to him, and his decision, when so rendered as required by law, will be final and binding on the parties. The parties will bear their own expense individually and share the arbitrator's fee and expense equally.
- 11.03 Exclusions & Limitations: Problem-Adjustment Scope. Every problem involving (a) violation or claimed violation of paragraph 10.01 or 10.02, (b) negotiation for a new or amendatory agreement is excluded from the adjustment procedure established by paragraphs 11.02 through 11.026. The issue whether a particular problem is arbitrable under this Agreement or any applicable law shall, at the insistence of either party, be determined in an arbitration proceeding independent of, separate from, and in advance of any arbitration of the problem itself. Only evidence on the arbitrability issue shall be admitted or considered in any arbitrability proceeding. The arbitrator who determines an arbitrability issue shall not arbitrate any other aspect of the problem itself.
- 11.031 Exclusions & Limitations: Arbitrator's Authority. The arbitrator will have no authority to (a) add to, subtract from or in any way modify this Agreement, (b) substitute his discretion or judgment for Company's discretion or judgment with respect to any matter this Agreement consigns or reserves to Company's discretion or judgment, (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement, (d) formulate or add any new policy or rule, (e) establish or change any pay rate or classification.
- 11.032 Exclusions & Limitations: Construction. Nothing in paragraph 11.03 or 11.031 will prevent Company or Union from (a) applying to any court of competent jurisdiction for an order to compel arbitration of a problem the party so applying believes to be arbitrable under paragraphs 11.02 through 11.026 or (b) expressly submitting to arbitration, by written agreement signed by each party, any problem (which shall be specifically described in such agreement) this Agreement would otherwise exclude from arbitration or (c) expressly conferring on an arbitrator, by such written agreement, any authority (which shall be

specifically described in such agreement) this Agreement would otherwise deny him.

- 11.04 Construction. Nothing in paragraphs 11.01 through 11.026 will prevent informal adjustment of any problem; and the parties intend that, so far as reasonably possible, every problem will be resolved between the Employee and supervisor immediately involved. Except as otherwise expressly stated in paragraphs 11.03 through 11.031, the procedure established by this Agreement for adjustment of problems will be Union's exclusive remedy for claimed violation of this Agreement by Company. No Employee or group of Employees will have any right to initiate an arbitration proceeding. In computing any time limit specified in paragraphs 11.02 through 11.026, Saturdays, Sundays and holidays named in this Agreement will be excluded.
- 11.05 Expedited Arbitration: Violation of Paragraphs 10.01 or 10.02. In the event of a claimed or actual violation of paragraph 10.01 or 10.02, either Company or Union may, in addition and without prejudice to whatever right it would otherwise have to relief in any court, request expedited arbitration of the issues involved. The party seeking such arbitration will (a) send American Arbitration Association a telegram notifying it of the violation and requesting immediate arbitration of the issues and (b) simultaneously send the other party a telegram quoting the text of the telegram to the Association. The Association will immediately appoint an arbitrator, who will be immediately available, to immediately hear and determine the issues. The arbitrator will immediately hold a hearing, on telegraphic or telephonic notice to both parties; will not adjourn or postpone the hearing unless the party requesting the arbitration consents; will have jurisdiction to issue against any culpable person or organization a cease-and-desist order to terminate any threatened or actual violation of paragraph 10.01 or 10.02 he may find; and will also have jurisdiction to grant against any such person or organization such other relief (except damages) as may be just. The arbitrator will issue any such order or grant any such other relief only by a written award, telegraphed or delivered to the parties, but will not have any obligation to render any opinion, and any court of competent jurisdiction may, on motion of either party, immediately confirm such award and enforce any order in it. The parties intend that any such arbitration proceeding will, if possible, be completed and the arbitrator's award issued within twenty-four hours from the time the party seeking it files its telegraphic request, and that any judicial confirmation of any such arbitration award will,

if possible, be forthcoming within twenty-four hours from the time the party seeking it files its motion therefore. The parties will bear their own expenses individually and share the arbitrator's fee and expenses equally.

Nothing in this paragraph will either prevent either party from seeking similar or further relief against a claimed or actual violation of paragraph 10.01 or 10.02 from any court or divest any court of jurisdiction to grant any such relief.

12. Business Management

12.01 General. Company has legal responsibility and, subject only to the express and specific terms of this Agreement, sole right to manage its business, including, among other things, the sole right to (a) hire, assign, transfer, promote, demote, schedule, lay off, recall, discipline and discharge Employees and direct them in their work, (b) determine and schedule work and programming, acquisition, location, relocation, installation, operation, maintenance, alteration, modification, development, retirement and removal of equipment and facilities, (c) introduce any new or different process or procedure, and (d) control all Company property. Company also has, as part of these rights, sole right to contract or subcontract (a) any work like or similar to work it has contracted or subcontracted previously or (b) any work which it is not feasible or practicable to assign to Employees; but, in exercising its right to contract or subcontract work it deems infeasible or impracticable to assign to Employees, Company will first notify Union of its intent to contract or subcontract, Company's exercise of its right to so contract or subcontract will not depend on Union's agreement or approval, and Company will have no obligation to discuss any such intent beyond such point as Company may, in all the circumstances, consider reasonable.

12.02 Company Rules. As part of its general management rights, Company has the right to make, post and enforce rules affecting Employees. Such rules, however, will not be inconsistent with the express and specific terms of this Agreement and, in matters affecting pay rates, pay, employment time or other employment conditions, will be reasonable. Company will send Union and simultaneously post on its Employee bulletin boards or otherwise distribute to the Employees a copy of any personnel rule, affecting any Employee, it may make; and, unless otherwise stated in it, such rule will be effective on such sending and posting or distribution.

13. Miscellany

- 13.01 Meetings. Company and Union will meet at such reasonable times, as either party may request, to consider problems or, consistent with the requirements and limitations of paragraph 14, any proposal for this Agreement's amendment or supplement. Every such meeting to consider a proposal for this Agreement's amendment or supplement will be held outside the scheduled work-time of the Union's designated representative, if an Employee; but, as far as reasonably practicable, every such meeting to consider a problem will be held during the steward's scheduled work time without loss to him of any pay, provided this will not interfere with or interrupt Company's operations or expose Company to any operating-expense increase. In either case, the party requesting the meeting will notify the other party by advance writing of each subject it proposes to discuss.
- 13.02 Notice & Address: Company. Any notice this Agreement requires Union to serve on Company under paragraph 3.02, 13.01, 13.021, 14 or 16 or part II will be directed to Station's general manager and will be served by either (a) certified mail or telegram addressed to him at Station (4100 City Line Avenue, Philadelphia, Pennsylvania, 19131) or such other address as Company may direct by written notice served on Union, or (b) by hand delivery of two copies to him or any Station department head. In the latter case, the individual so served will sign and inscribe the delivery date on both copies, retain one for Company, and hand the other back to the deliverer for Union. Any notice this Agreement requires an Employee to serve on Company under paragraph 6.032, 7.021 or 8.04 will be similarly served.
- 13.021 Notice & Address: Union. Any notice this Agreement requires Company to serve on Union under paragraph 3.02, 4.0471, 10.02, 13.01, 13.02, 14 or 16 or part II will be directed to its business manager and will be served by either (a) certified mail or telegram addressed to him at his home, or such other address as Union may direct by written notice served on Company, or (b) hand-delivery of two copies to him or to any Union steward at Station. In the latter case, the individual so served will sign and inscribe the delivery date on both copies, retain one for Union, and hand the other back to the deliverer for Company.
- 13.022 Notice & Address: Employee. Any notice this Agreement requires Company to serve on an Employee under paragraph 3.02, 4.0471, 4.04711, or 4.06 will be directed to him and will be served by either (a) certified mail or telegram addressed to him at the address shown on the

last federal-income-tax withholding-exemption certificate (form W-4) he filed with Company or on any address-notice he may have sent Company by certified mail, whichever is most recent, or (b) hand-delivery of two copies to him. In the latter case, the Employee will sign and inscribe the delivery date on both copies, retain one for himself, and hand the other back to the deliverer for Company.

- 13.03 Interest Succession. This Agreement will bind and inure to the benefit of the parties and their respective legal successors and assigns.
- 13.04 Agreement Construction. The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.
- 13.05 Agreement Evasion. Company will not, in any circumstance to which this Agreement may apply, use any other Company station to evade any commitment this Agreement imposes on it.
- 13.06 Agreement Separability. If any provision of this Agreement is found in conflict with Federal or State law, such provision will continue effective only to the extent permissible under applicable law; but if at any time thereafter such provision is found no longer in conflict with law, such provision will be restored in full force and effect. And if any provision of this Agreement is found invalid under Federal or State law, the remainder of this Agreement will not be affected.
- 13.07 Employee Use as Talent. Company will not deliberately make an Employee visually or orally a part of any program as talent without his and Union's consent.
- 13.08 "Continuous Employment". For the purpose of computing any benefit (e.g., vacation-length, severance-pay, etc.) this Agreement relates to or makes dependent on "continuous employment", that term will be deemed equivalent to seniority, plus (in computing vacation-length) employment (a) by WPVI-TV outside of Unit but preceding and contiguous to employment by WPVI-TV in Unit and (b) by Company outside of Unit but preceding and contiguous to employment by Company in Unit, and minus (in all cases) time during which seniority would not have accrued had any such employment been in Unit under Agreement.
- 13.09 Safety & First Aid. An Employee will at all times respect safety and health standards in his work and perform his work with reasonable regard to such

standards, whether embodied in public law or regulation or in Company rule or decision. Company will at all times maintain a first aid kit in each control-room and a first-aid kit and an oxygen bottle in each remote-broadcast truck.

14. In-Term Amendment. In reaching this Agreement, Company and Union have considered all matters lawfully subject to collective bargaining.

This Agreement may be amended or supplemented during its term only by further written agreement between the parties. A party desiring amendment or supplement will notify the other party by writing, stating the substance of the amendment or supplement desired; but the other party will not be obliged to discuss or agree to such proposed amendment or supplement.

15. Effective Date & Duration

This Agreement will be effective only upon complete signature of it by both parties.

This Agreement will remain effective to Sign-Off Wednesday, December 12, 2013, (i.e., the end of the Tuesday, December 11, 2016, broadcast day), and from year-to-year thereafter unless terminated as provided in paragraph 16.

16. Termination

This Agreement may be terminated, effective sign-off December 12, 2016, by written notice from either party, delivered to the other not earlier than August 12, 2016, nor later than October 12, 2016, of intent to modify or terminate it; and it may be terminated, effective sign-off any subsequent December 12, by similar written notice from either party, delivered to the other not earlier than the preceding August 12, nor later than the preceding October 12. Notice of intent to modify will be equivalent to notice of intent to terminate.

17. New-Agreement Negotiations

If either party terminates this Agreement under paragraph 16, both parties will make every reasonable effort to commence bargaining for a new agreement by exchanging written proposals for a new agreement at least thirty days before the termination date of this Agreement. Each party will have the right to add to, subtract from or otherwise change any such proposal during such bargaining.

Failure to commence bargaining by such time will not waive either party's right to bargain.

Company and Union intend that this Agreement will provide a basis for a completely harmonious relationship in the best interest of Company and the Employees Union represents. To that end, both Company and Union will faithfully respect their obligations under this Agreement and the spirit of this commitment will control this Agreement's interpretation and application.

Local 804, International Alliance of
Theatrical Stage Employees, Moving
Picture Technicians, Artists and Allied
Crafts of the United States, Its
Territories and Canada, AFL-CIO, CLC

ABC, Inc.
(WPVI-TV)

By _____

Jim Spering
President

By _____

Bernie A. Prazenica
President & General Manager

Schedule A - Duties & Compensation

A-1. Duties.

A-1.01. Duties: General. An Employee will, as Company may assign, for a Broadcast purpose:

- (a) handle, set up, position, operate, clean, inspect, maintain, repair, modify and take down broadcast equipment, as Company may assign to a Broadcast Purpose;
- (b) design, construct, paint, maintain, repair, obtain, handle, set up, position, take down and store sets and properties;
- (c) paint, letter and handle cue cards and easel cards;
- (d) select lights and microphones;
- (e) cue program participants;
- (f) coordinate employees and program participants;
- (g) receive, obtain, handle, inspect, preview, time, edit, cut, splice, cue, clean, file and ship film, tape, and any other electronic media;
- (h) obtain, handle, inspect, preview, clean and file slides;
- (i) obtain, handle and maintain program, operating and maintenance logs, operating reports and film records, tape records, and records of or on any type of electronic media, and file film records, tape records, and records of or on any type of electronic media.

Except as otherwise stated in paragraph A-1.03, only an Employee will perform such work; wherefore, if Company produces at a Station studio, using equipment comprehended by paragraph A-1.01, audio or video material, it will (except as so stated) either assign Employees to do the involved work or pay them money equivalent to what they would have received if they had done it.

- A-1.012 Duties: Additional. An Employee will also, as Company may assign, perform those additional duties, whether Broadcast or Non-Broadcast, as may be reasonably related to or compatible with any duty listed in paragraph A-1.01.
- A-1.013 Duties: Interchange. Nothing in paragraph A-1.01 will be construed as limiting interchange of work assignments among Employees.
- A-1.014 Duties: Limitation. Notwithstanding paragraphs A-1.01, A-1.012 and A-1.013, Company will not require an Employee to perform "janitorial" work except:
- (a) in an Emergency actually or potentially involving or affecting (i) performance of duty embraced by such paragraphs or (ii) anything used in performance of any such duty, or
 - (b) where such work is reasonably related, incidental or necessary to performance of any such duty.
- A-1.015 Duties: Multiple Functions. The fact an Employee is required to perform more than one work function at the same time will, provided he faithfully endeavors to perform them properly, be duly considered in evaluating his responsibility for any operating error.
- A-1.0151 Duties: Multiple Assignments. The fact an Employee is required to perform in more than one work classification in any workday will, provided he faithfully endeavors to perform each assignment properly, be duly considered in evaluating his responsibility for any operating error.
- A-1.016 Duties: Hazardous Work. Company will not assign an Employee to hazardous work without his consent. If an Employee declines work on the ground it is hazardous, Company may assign it to any willing Employee or, on whatever terms Company may arrange, to any Person.
- A-1.02 Work for Non-Broadcast Purpose. This paragraph applies to work for a Non-Broadcast Purpose. Except as stated in it, any Person may do anything for such a purpose. Notwithstanding:

- (a) only a supervisor, a manufacturer's representative or a contractor may operate electronic equipment in Station's master control room;
- (b) except as stated in subparagraph "a" of this paragraph, only an Employee will (i) operate electronic equipment in Station's master control room or (ii) operate a Station control-room audio console when sound-on-film or sound on tape recordings are routed through that console or sound using any type of electronic media;
- (c) if a Person operates during a Broadcast any equipment for inspection, test or research and development purposes or to instruct any Employee or Person, such operation will not eliminate any Employee.

A-1.03 Work for Broadcast Purpose. This paragraph applies to work for a Broadcast Purpose.

- (a) Any Person may do anything for such a purpose which this Agreement does not expressly and specifically list in paragraph A-1.01 as an Employee duty.
- (b) Except as stated in this subparagraph, any Person may, as part of the functioning of any other Station production unit (e.g., art department, news department, documentary production unit, program & promotion production unit, ABC Inc. Television Productions, etc.), and using such equipment as Company may assign to it for its general and day-to-day functions, do anything Company may authorize or direct. Notwithstanding:
 - (i) only an Employee will (a') operate electronic equipment in Station's master control room or (b') operate a station control-room audio console when sound-on-film or sound-on-tape recordings, or sound on any type of electronic media is routed through that console or (c') operate an electronic camera, located at the Station, including a mini-camera, if the signal from such camera is routed through (i') a station control-room switcher or (ii') Station's master control room or (d') handle any set, property,

lighting equipment or microphone boom in a Station studio or (e') handle in a Station studio cable connected to or to be connected to (i') a permanent power-source in such station or

(ii') equipment in such studio assigned to Unit or (f') operate the teleprompter when used in conjunction with a unit production.

(ii) if a Person operates during a Broadcast any equipment for inspection, test or research and development purposes or to instruct any Employee or Person, such operation will not eliminate any Employee.

(c) Company may use then-existing set, property, lighting equipment or art work which (i) in its sole discretion Company determines that no Employee can feasibly or practicably fabricate or (ii) is not fabricated solely for the program involved. If the Union believes that the Station's determination in a particular case is unjustified, the Union may request a meeting to discuss the matter in good faith.

(d) Any Person may, at Station, produce for Broadcast any material over whose production Company has no control, provided, if using equipment comprehended by paragraph A-1.01, he produces audio or video material, he will either engage Employees to do the involved work or pay them money equivalent to what they would have received if they had done it; and he may use in such production any set, property, lighting equipment or art work.

(e) Any Person may, away from Station, produce for Broadcast (i) any material in whose broadcast he has any interest and (ii) any material over whose production Company has no control or (iii) any material which Company purchases or pays for the use of.

(f) Any advertising agency or sponsor personnel may assist in preparation, production or Broadcast of any material in which such agency or sponsor has a financial interest, so long as such assistance does not eliminate any Employee or reduce the Employee complement (including any standby) which would otherwise be required.

(g) Any Person may, outside a Station studio, (i) handle cable which (a') is not Station-controlled or (b') if Station-controlled, is used as a power-source extension or (ii) operate an existing public-address system or (iii) design, construct, paint, maintain, repair, obtain, handle, set up, position, take down and store any property or lighting equipment, unless such lighting property or equipment is fabricated solely for the program involved or (iv) design, construct, paint, maintain, repair, obtain, handle, set up, position, take down and store any set unless such set is fabricated solely for the program involved or in the Company's sole discretion, no Employee can feasibly or practicably fabricate such set. If the Union believes that the Station's determination in a particular case is unjustified, the Union may request a meeting to discuss the matter, and the Station agrees to meet and discuss the matter in good faith.

(h) Any Person may:

(i) operate portable transmitting-receiving equipment (e.g., "walkie-talkie" etc.);

(ii) receive, obtain, handle, inspect, preview, time, edit, cut, splice, cue, clean, file and ship any audio tape which has music or a musical background on it;

(iii) prepare teleprompter text;

(iv) while acting as a participant in preparation, production or Broadcast of any material, handle and position microphones and cable and operate microphone or similar "on-off" switches;

(v) while participating as a performer (e.g., announcer, newsman, musician, specialist, etc.) in preparation, production or Broadcast of any material, transport into the Station, set up, play, operate or otherwise handle, and transport out of the Station, any musical instrument, visual aid or device, or any other device or

equipment Company or such Person considers necessary to such participation;

- (vi) prepare cards or equivalent input material for, and load and unload, Station's master-control automated switching system. This shall include the right of any designated person to re-order, edit, or change program log information stored in a computer such as a file server by use of any remote computer keyboard, including one in the digital master control area, except the one in use by the master control operator, and such activity does not unreasonably interfere with the master control operator;
- (vii) select lights and microphones;
- (viii) coordinate Employees and program participants;
- (ix) receive, obtain, handle, inspect, preview, stop-watch-time, file and ship films and tape;
- (x) obtain, handle, inspect, preview, clean and file slides;
- (xi) obtain, handle and maintain program and maintenance logs, operating reports and film-and-tape records, and file film-and-tape records;
- (xii) (1) operate for news-department purposes any equipment (including any terminal controlling any such equipment) which receives, stores, edits, alters or retrieves information or graphic or pictorial matter of whatever kind, provided such equipment is now in use at Station as a so-called "character-generator" or is hereafter so used at Station as an improvement or replacement of, substitute for, or evolution from, any such equipment.

- (2) operate a character generator for the purpose of any department except direct on-air recall, recalling information for program material being taped in TV Master Control, and inputting text for special programs -- utilizing any terminal located outside of the Station's Master Control Room.

Notwithstanding the exception in the foregoing paragraph immediately above, anyone shall have the right to input or recall information/graphics from a character generator or like equipment for any news-like program incorporated with the News Department, sports special, or news special.

- (xiii) (1) shall have the right to directly record original artwork into a still store.
- (2) shall have the right to record and mix for recording into the still store any material directly from the still store and the character generator.
- (3) shall have the right to record and mix the output of the still store and character generator directly with any video source for recording into the still store. However, if the video source comes from master control, that source must go through a routing switcher located in master control;

(4) Operate a "Still Store" as the Company may assign -- except for direct on-air recall and recalling information for program material being taped in TV Master Control utilizing any terminal located outside of the Station's Master Control Room;

(5) call up material "directly to air," through a switcher or similar successor device, that has been created in a paint box or similar successor device, and has not been entered in a still store, provided the material relates to a late breaking news story, or is in the nature of animation. This shall include the right for a director/producer to operate any file server that is attached to any switcher for purposes of playing or recording video and audio material for edit purposes or directly to air for inclusion in any program.

Any designated person can also transfer video or audio material created from any source, such as videotape or animation in the form of a computer file directly into such file server.

(xiv) (1) operate videotape machine or server, for the purpose of screening and obtaining time cues. This allows people in programming or promotion department to screen their material in the digital master control area.

(2) operate any device located outside of the station's master control room used to control "input" or prepare material suitable for "inputting" information into a computerized editing system controlling the station's video tape recorder and other peripheral equipment provided this information was obtained prior to the recording session.

(xv) at the Company's sole discretion, a Producer, Director, or Producer/Director may give start and/or wrap cues via IFB to anyone on a remote as long as a Stage Manager is assigned and present at the Remote. It is not the intent of this paragraph to provide for the replacement of timing cues normally given by the stage manager.

(xvi) operate a delay device for the purpose of preventing inappropriate material (video and/or audio) from being broadcast during live programming.

(i) Any manufacturer or contractor may maintain, repair or modify Broadcast equipment, and any supervisor may maintain, repair or modify such equipment so long as he does not perform routine maintenance while an Employee scheduled to perform maintenance work is assigned to non-maintenance work and no other Employee is assigned to maintenance work.

(j) Any Person may perform any Employee duty:

(i) in an Emergency;

(ii) in a Broadcast originating outside a 100-mile radius from Station or in metropolitan Baltimore or metropolitan New York City;

(iii) where Company cannot reasonably secure from either the Unit or Union necessary qualified personnel for remote production and/or set up and/or tear down of a remote production, the Company shall have the right to hire non-unit Freelance Technicians on a daily basis, only for remote production and/or set up and tear down of a remote production, for a Broadcast Purpose. However, the Company shall not have the right to hire said Freelance Technicians unless at least 23 of the Station's 28 fulltime Unit employees are assigned to work, or who have made it known they are not available for work, on the day(s) of the remote production and/or remote setup and/or teardown.

Throughout the duration of this agreement should the total number of fulltime Unit employees

increase or decrease, then the minimum number of Unit employees required to be assigned to work, or who have made it known they are not available for work, on the day(s) of the remote production and/or remote setup and/or teardown, shall subsequently be adjusted by adding to or subtracting from 25 a number equal to the net change in the total number of fulltime Unit employees.

(e.g. 3 employees retire, one employee hired = net change of -2. The new minimum number is 23 full time employees required to be assigned to work, or who have made it known they are not available for work, on the day(s) of the remote production and/or remote setup and/or teardown, prior to the hiring of Freelance technicians)

Freelance technicians hired on a daily basis shall be paid for each day so worked at a daily rate competitive with the current Freelance rate for the Philadelphia market;

- (iv) where Company cannot reasonably secure necessary equipment for a remote Broadcast;
- (v) where Company has no control over the origination of a Broadcast (e.g., a network feed or a syndicated or pooled program not under Company control, etc.);
- (vi) in a remote Broadcast which Company could not reasonably anticipate because of its immediacy, so long as it is not feasible and practicable for Company to assign Employees to such Broadcast.
- (vii) In the event a remote broadcast is scheduled within eighteen (18) hours of air time, excluding travel, then determination as to necessity as set forth in subparagraph (iii) and (iv), above, and as to reasonable anticipation, feasibility, or practicality, as set forth in subparagraph (vi), above, shall be vested in and remain those of the Company.
- (viii) if a remote is already set up and in use by the news department, that same remote can be used in non-news programming, operated by the same non-unit people.

(k) If equipment technology is such that an operator is not required, there shall be no requirement for the Company to assign any unit personnel to that equipment.

(l) If company decides in its own judgment that in order to maintain industry viability or function more effectively it must consolidate work for broadcast purposes with other similar work of any entity within company control or hire, it can assign such work to any person employed at a site outside the metropolitan Philadelphia area, including work now done in master control. Metropolitan Philadelphia area is defined as those nine counties in Pennsylvania and New Jersey designated by the Nielsen Company at the time of this agreement as belonging to the Philadelphia metropolitan area. New Castle County, Delaware, is also included in metropolitan Philadelphia for purposes of this agreement.

(m) If WPVI does not have studio facilities for the production of FCC mandated public affairs programs which are currently *Perspectives New Jersey* and *Perspectives Delaware*, then the station may assign a PBS affiliate and their employees to operate any equipment for a broadcast purpose for such programs originating from the studios of a PBS affiliate. With respect to other programs of a similar nature (e.g. *political debates*), the parties agree as needed to open discussion for arrangements similar to the foregoing during the term of the Agreement.

A-1.04

Limitation. If another labor organization, representing employees of another employer, asserts right to perform, away from Station, work involving any duty listed in paragraph A-1.01, and the resulting dispute cannot be resolved in time for Company to schedule the work for the involved Broadcast or rehearsal or to produce such Broadcast or rehearsal, Company will have no liability to any Employee by reason of his non-performance of any such work.

A-2. Compensation

A-2.01 Regular Pay Rate. Company will pay these regular minimum weekly pay rates for those employed as of 12/12/2013:

	12/12/2013		12/12/2014		12/12/2015	
0 - 6 months	799.74	2.0%	815.74	2.0%	832.05	2.0%
6-12 months	890.12	2.0%	907.92	2.0%	926.08	2.0%
12-18 months	974.19	2.0%	993.67	2.0%	1013.55	2.0%
18-24 months	1058.26	2.0%	1079.43	2.0%	1101.02	2.0%
24-30 months	1147.59	2.0%	1170.54	2.0%	1193.95	2.0%
30-36 months	1234.82	2.0%	1259.51	2.0%	1284.70	2.0%
36-42 months	1323.09	2.0%	1349.55	2.0%	1376.54	2.0%
42-48 months	1409.27	2.0%	1437.45	2.0%	1466.20	2.0%
48-54 months	1495.44	2.0%	1525.35	2.0%	1555.86	2.0%
54-60 months	1584.77	2.0%	1616.46	2.0%	1648.79	2.0%
60-66 months	1670.94	2.0%	1704.36	2.0%	1738.45	2.0%
66-72 months	1756.07	2.0%	1791.19	2.0%	1827.01	2.0%
over 72 months	1842.24	2.0%	1879.08	2.0%	1916.67	2.0%

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0-12 months	531.76	2.0%	542.39	2.0%	553.24	2.0%
12-24 months	600.07	2.0%	612.07	2.0%	624.31	2.0%
24-36 months	667.33	2.0%	680.67	2.0%	694.29	2.0%
36-48 months	736.69	2.0%	751.42	2.0%	766.45	2.0%
48-60 months	803.94	2.0%	820.02	2.0%	836.42	2.0%
60-72 months	867.00	2.0%	884.34	2.0%	902.03	2.0%
over 72 months	937.41	2.0%	956.16	2.0%	975.28	2.0%

A-2.011 - Company will pay all new, non-maintenance technicians hired after 12/12/2013 these regular minimum weekly pay rates:

Employment Length	Year 1		Year 2		Year 3	
	Annual Pay	Increase \$	Annual Pay	Increase	Annual Pay	Increase
Yr 1	42,000.00		42,840.00	840.00	43,696.80	856.80
Yr 2	44,100.00	2,100.00	44,982.00	882.00	45,881.64	899.64
Yr 3	46,305.00	2,205.00	47,231.10	926.10	48,175.72	944.62
Yr 4	48,620.25	2,315.25	49,592.66	972.40	50,584.51	991.85
Yr 5	51,051.26	2,431.01	52,072.29	1,021.03	53,113.73	1,041.45
Yr 6	54,880.11	3,828.84	55,977.71	1,097.60	57,097.26	1,119.55
Yr 7	58,996.12	4,116.01	60,176.04	1,179.92	61,379.56	1,203.52
Yr 8	63,420.82	4,424.71	64,689.24	1,268.42	65,983.03	1,293.78
Yr 9	68,177.39	4,756.56	69,540.93	1,363.55	70,931.75	1,390.82
Yr 10	73,290.69	5,113.30	74,756.50	1,465.81	76,251.63	1,495.13

Full-time employees on the payroll as of November 25, 2013 that are laid off and then rehired within two years of their separation date will be rehired at the current pay rate notated on page A12, section A2.01 of the current contract and not the forgoing pay chart.

If a part-time employee on the payroll as of November 25, 2013 is rehired within two years from the last date they were scheduled such employee will be hired at the current pay rate notated on page A12, section A2.01 of the current contract and not the foregoing pay chart.

A-2.02. Employment-Longevity Credit. In computing starting pay, Company will credit an Employee who has prior experience in comparable work with employment longevity at the rate of six months for each year to five of such prior experience.

A-2.03. Pay Differential: Night Work. The Station will pay employees whose work shift begins at 12:30 am or before and works through 6 am a differential equal to fifteen (15%) of his or her regular pay rate for each hour or fraction thereof worked between midnight and 6 am.

A-2.04. Pay Differential: Assistant or Acting Crew Chief. Company will pay an Employee it designates, and who works as, an assistant or acting crew chief a differential equal to the greater of these sums:

- (a) A one-step advance in his regular pay rate or
- (b) \$37.50 per week (i.e., \$7.50 per day).

A-2.041 Pay Differential: Assistant or Acting Supervisor
Company will pay an Employee it designates, and who works as, an assistant or acting supervisor a differential equal to the greater of these sums:

- (a) a one-step advance in his regular pay rate or
- (b) the applicable of these rates - \$123.00 per week (i.e. \$24.60 per day; effective December 12, 2011, \$123.00 per week (i.e. \$24.60 per day), effective December 12, 2012, \$123.00 per week (i.e. \$24.60 per day).

A-2.0411 Pay Differential: Assistant or Acting Supervisor: Remote Broadcast. Company will designate one Employee an acting assistant supervisor or supervisor on any remote pick-up where no or assistant supervisor is present, and such designee, during the time he so differential provided by paragraph A-2.041.
supervisor will pay acts, the A-2.041.

A-2.042 Pay Differential: Master Control Operator. Company will pay an Employee it designates, and who works as, a master control operator a differential equal to the applicable one of these rates:

- (a) (i) if he works at least two hours but less than four hours in such capacity \$12.50 per day; effective December 12, 2011, \$12.50 per day, effective December 12, 2012, \$12.50 per day.
- (ii) if he works four hours or more in such capacity \$25.00 per day; effective December 12, 2011, \$25.00 per day, effective Dec 12, 2012, \$25.00 per day.

A-2.043 Pay Differential: Maintenance Man. Company will pay an Employee it designates, and who works as, a maintenance man or transmitter man a differential equal to this applicable rate:

- (a) (i) if he works four hours or more in such a capacity \$21.00 per day; effective December 12, 2011, \$21.00 per day, effective December 12, 2012 \$21.00.

Company will pay this sum only during the time such a designee so acts, and may, at its option, withdraw any such designation at any time. This differential shall not be compounded with a pay rate for a designee whose pay rate has this

differential built in (is paid above the contractual minimum weekly pay rate for their associated length of service).

Schedule B - Part-Time Employees

B-1. Definition

A part-time Employee is an Employee employed to work, generally, less than thirty hours per week, averaged over a calendar quarter (i.e., January-March, April-June, July-September, October-December).

B-2. Agreement Application

Except as otherwise stated in this schedule B, this Agreement applies to each part-time Employee.

B-3. Agreement Paragraphs Not Applicable

These Agreement paragraphs do not apply to a part-time Employee: 4.04, 4.042, 4.043, 4.044, 4.045, 4.046, 4.047, 4.0471, 4.04711, 5.01, 5.04, 5.05, 5.051, 5.052, 5.0521, 5.053, 5.054, 5.07, 6.04, 6.042, 7.01, 7.022, 8.04, 8.05, 8.06, 8.061, 8.07, 8.071, 8.081, 9.01, 9.011, A-2.02.

B-4. Limitations or Variations on Agreement Paragraphs

These Agreement paragraphs apply to a part-time Employee only with the limitations and variations stated in this paragraph.

- (a) Paragraph 4.01 (Probation Period). Notwithstanding paragraph 4.01, a part-time Employee is always terminable at Company will.
- (b) Paragraph 4.041 (Seniority: Acquisition). If a part-time Employee becomes a full-time Employee without intervening occurrence of any event which, under paragraph 4.044, would cause a full-time Employee to lose seniority, he will acquire seniority after completing his probation period; but, notwithstanding paragraph 4.041, his seniority will then date from the time he became a full-time employee.
- (c) Paragraph 4.05 (Discharge or Discipline).
Notwithstanding this paragraph, a part-time Employee is always terminable at Company will.
- (d) Paragraph 5.02 (Normal Workday). The normal workday for a part-time Employee will, as Company may assign, be (i) not less than seven hours in a not-more-than-eight-hour time span or (ii) more than seven work hours with a normally one-hour lunch period shorter than one hour or (iii) not less than four hours on a Saturday or Sunday

provided the work is in regularly scheduled studio production at the Philadelphia facility and the four hour shift does not commence after 11:30 a.m. on either Saturday or Sunday. If, in an unusual or unanticipated program requirement, Company supplies food and, in the case of a remote assignment, a suitable place for its consumption, Company may require a part-time Employee to take a lunch period shorter than one hour but not shorter than one-half hour. In an Emergency, Company may require an Employee to take a lunch period shorter than one hour.

- (e) Paragraph 6.02 (Regular Pay Rate). In applying this paragraph, a part-time Employee's normal workweek will be deemed forty work hours.
- (f) Paragraph 6.031 (Premium Pay Rate: Weekly Overtime). In applying this paragraph to a part-time Employee, Company will designate his weekly days-off, and these days will be deemed the sixth and seventh days of his workweek.
- (g) Paragraph 6.032 (Premium Pay Rate: Holiday Work). Subparagraph "a" of this paragraph applies to a part-time Employee only to this extent: if Company requires such an Employee to work on a contractual holiday, it will pay him two times his regular pay rate for all time he so works.
- (h) Paragraph 6.043 (Penalty Pay: Missed Lunch). This paragraph does not apply to any part-time Employee Company assigns to work a seven-consecutive-work-hour shift.
- (i) Paragraph 7.011 (Guaranty: Day-Off Call-In). In applying this paragraph to a part-time Employee, his weekly days off will be those Company so designates.
- (j) Paragraph 7.02 (Holidays: Designation). Notwithstanding this paragraph, there will be only nine holidays for a part-time Employee: New Year's Day (January 1), Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day (July 4), Labor Day, Columbus Day, Thanksgiving Day and Christmas Day (December 25). Except for those holidays which show their dates in parentheses, the holiday will be the date the Congress or the President, as the case may be, designates. If either the Congress or the President designates another date for a holiday which shows its date in parentheses, that holiday will be the date the Congress or the President, as the case may be, designates.

- (k) Paragraph 7.03 (Vacation: Entitlement). This paragraph applies to a part-time Employee only to this extent: such an Employee who in the twelve-month period preceding June 1, 1993, or June 1 in any subsequent year, works 1040 straight-time hours will be entitled to one week paid vacation-time, at his regular pay rate at the time of his vacation, during the ensuing twelve months. This entitlement will not apply to a part-time Employee discharged for cause, or to one not on the active payroll at June 1, 1993, or any subsequent June 1.
- (l) Paragraph 7.032 (Vacation: Selection & Procedure). In applying this paragraph, the vacation-time choices of part-time Employees will be considered only after the vacation time choices of all full-time Employees, and then will be considered in order of their individual accumulated work-time in the twelve-month period preceding June 1 of the year in which the vacation is to be taken, with first choice accorded to the part-time Employee who has the greatest work-time accumulated in that period, and so on successively, until all eligible part-time Employees are scheduled for vacation.
- (m) Paragraph 8.08 (Terminal Benefits: Holiday & Vacation). In applying this paragraph, a part-time Employee will be paid vacation-time only if otherwise entitled to vacation under paragraph 7.03.
- (n) Paragraph 13.08 ("Continuous Employment"). Notwithstanding this paragraph, "continuous employment", in the case of a part-time Employee, includes only employment by Company in Unit since last occurrence of any event which, under paragraph 4.044, would cause a full-time Employee to lose seniority.
- (o) Paragraph A-2.01 (Regular Pay Rate). A part-time Employee's regular pay rate will be determined from paragraph A-2.01, on the basis of his most recent employment by Company under this Agreement, by (i) crediting him with six months employment for each 1040 hours Company has paid or credited him for straight-time work, holiday or vacation and (ii) dividing the resulting applicable weekly-pay-rate by forty.
- (p) Schedule C (Temporary Employees). Schedule C applies to any part-time Employee who is also a temporary Employee. Where schedules B and C differ, schedule B controls.

B-5. Agreement Memoranda Not Applicable

Agreement memoranda 1, 2, and 4 do not apply to a part-time Employee; and, except as stated in paragraph B-6, Agreement Memoranda 3 also does not apply to a part-time Employee.

B-6. Limitations or Variations on Agreement Memoranda

Only the second, third, and fourth paragraphs of part 1 of Agreement Memorandum 3 apply to a part-time Employee.

B-7. Limitation on Part-Time Employment

Except in an Emergency, Company will not employ a part-time Employee whose addition to Unit would cause the number of part-time Employees to exceed twenty percent (20%) of the Unit's total complement. If however, the Company is involved in regularly scheduled studio production at the Philadelphia facility on either Saturday or Sunday and this necessitates a shift commencing no later than 11:30 A.M., the number of part-time Employees employed may not exceed thirty percent (30%) of the Unit's total complement. Additionally, if the Company is involved in regularly scheduled studio production at the Philadelphia facility on both Saturday and Sunday and this necessitates shifts commencing no later than 11:30 A.M. the number of part-time Employees employed may not exceed forty percent (40%) of the Unit's total complement.

Schedule C - Temporary Employees

C-1. Definition

A temporary Employee is an Employee employed to work a specific assignment of limited duration.

C-2. Agreement Application

Except as otherwise stated in this schedule C, this Agreement applies to each temporary Employee.

C-3. Agreement Paragraphs Not Applicable

These Agreement paragraphs do not apply to a temporary Employee: 4.04, 4.042, 4.043, 4.044, 4.045, 4.046, 4.047, 4.0471, 4.04711, 5.052, 5.0521, 5.054, 5.07, 8.05, 8.06, 8.061, 8.07, 8.071, 8.081, 9.01, 9.011, A-2.02.

C-4. Limitations or Variations on Agreement Paragraphs

These Agreement paragraphs apply to a temporary Employee only with the limitations and variations stated in this paragraph.

- (a) Paragraph 4.01 (Probation Period). Notwithstanding paragraph 4.01, a temporary Employee is always terminable at Company will.
- (b) Paragraph 4.041 (Seniority: Acquisition). If a temporary Employee becomes a non-temporary Employee without intervening occurrence of any event which, under paragraph 4.044, would cause a non-temporary Employee to lose seniority, he will acquire seniority after completing his probation period; but, notwithstanding paragraph 4.041, his seniority will then date from his last continuous employment start as a temporary Employee.
- (c) Paragraph 4.05 (Discharge or Discipline). Notwithstanding this paragraph, a temporary Employee is always terminable at Company will.
- (d) Paragraph 6.032 (Premium Pay Rate: Holiday Work). Subparagraph "a" of this paragraph applies to a temporary Employee only to this extent: if Company requires such an Employee to work on a contractual holiday, it will pay him two times his regular pay rate for all time he so works.

- (e) Paragraph 7.02 (Holidays: Designation). Notwithstanding this paragraph, there will be only nine holidays for a temporary Employee: New Year's Day (January 1), Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Independence Day (July 4), Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day (December 25). Except for those holidays which show their dates in parentheses, the holiday will be the date the Congress or the President, as the case may be, designates. If either the Congress or the President designates another date for a holiday which shows its date in parentheses, that holiday will be the date the Congress or the President, as the case may be, designates.
- (f) Paragraph 7.022 (Holidays: Pay). A temporary Employee not required to work on a holiday, or who is on a regular day off on a holiday, will receive eight hours pay.
- (g) Paragraph 7.03 (Vacation: Entitlement). This paragraph applies to a temporary Employee only to this extent:
such an Employee who, in the twelve month period preceding June 1, 1993, or June 1 in any subsequent year, works 1040 straight-time hours will be entitled to one week paid vacation time, at his regular pay rate at the time of his vacation, during the ensuing twelve months. This entitlement will not apply to a temporary Employee discharged for cause, or to one not on the active payroll at June 1, 1993, or any subsequent June 1.
- (h) Paragraph 7.032 (Vacation: Selection & Procedure). In applying this paragraph, the vacation-time choices of temporary Employees will be considered only after the vacation time choices of all full-time Employees, and then will be considered in order of their individual accumulated work-time in the twelve-month period preceding June 1 of the year in which the vacation is to be taken, with first choice accorded to the temporary Employee who has the greatest work-time accumulated in that period, and so on successively, until all eligible temporary Employees are scheduled for vacation.
- (i) Paragraph 8.08 (Terminal Benefits: Holiday & Vacation). In applying this paragraph, a temporary Employee will be paid vacation-time only if otherwise entitled to vacation under paragraph 7.03.

- (j) Paragraph 13.08 ("Continuous Employment"). Notwithstanding this paragraph, "continuous employment", in the case of a temporary Employee, includes only employment by Company in Unit since last occurrence of any event which, under paragraph 4.044, would cause a full-time Employee to lose seniority.
- (k) Paragraph A-2.01 (Regular Pay Rate). A temporary Employee's regular pay rate will be determined from paragraph A-2.01, on the basis of his most recent employment by Company under this Agreement, by (i) crediting him with six months employment for each 1040 hours Company has paid or credited him for straight-time work, holiday or vacation and (ii) dividing the resulting applicable weekly-pay-rate by forty.
- (l) Schedule B (Part-Time Employees). Schedule B applies to any temporary Employee who is also a part-time Employee. Where schedules B and C differ, schedule B controls.

C-5. Agreement Memoranda Not Applicable.

Agreement memoranda 1, 2, 4 and 7 do not apply to a temporary Employee; and, except as stated in paragraph C-6, Agreement Memorandum 3 also does not apply to a temporary Employee.

C-6. Limitations or Variations on Agreement Memoranda.

Only the second, third, and fourth paragraphs of part I of Agreement Memorandum 3 apply to a temporary Employee.

Schedule D - Interpretive Memoranda

Memorandum 1

Computer and Computer Systems Maintenance

Notwithstanding any other provision of this agreement, memorandum, or side letter, the parties agree that Company has the right to assign any person it deems responsible for computers and computer systems, including unit employees, to repair, maintain, or modify computer equipment, including any computer equipment in the digital master control area. This includes computer equipment that is used for broadcast purposes, such as a file server. Unit employees would retain jurisdiction over existing, non-computerized equipment in both master control areas.

Unit employees would also be eligible for training in computer maintenance functions. Employees who express an interest in additional training, and who, in the company's sole judgment show an aptitude to perform these functions will be provided an opportunity for training either on or off site, and such training may or may not be on company time. Station will not arbitrarily decide that all Employees are not eligible for training.

The Company agrees it will not lay off any of the four currently regularly assigned unit maintenance employees on the seniority roster as of December 12, 2001 as a direct result of company's utilization of rights contained in this provision. Maintenance employees could be transferred to other unit duties, or be laid off for any other reason. This agreement does not apply to any maintenance employees who may be hired or assigned in the future.

Memorandum 2

Paragraph 12.01 Interpretation and Application

Company will provide opportunity, through on-the-job experience, for each Employee to acquire the skill essential to satisfactory operation of any equipment Company may assign to a Broadcast Purpose. Company will have no obligation to assign to operate particular equipment any Employee who has not availed himself properly of training opportunity related to such equipment or has not developed satisfactory skill in its operation.

Memorandum 3

Seniority, Classification & Assignment, Training & Skill Development, Layoff & Recall, and Skill & Ability Measurement, and Paragraphs 4.04, 4.045, 4.047, 4.05, A-1.01, A-1.012 & A-1.013 Interpretation and Application

- (1) Seniority, Classification & Assignment (Paragraphs 4.04, 4.045, A-1.01, A-1.012 & A-1.013)

There is one seniority roster for layoff and recall-from-layoff purposes; but each Employee will be classified, for work purposes, as either a technician or a crewman. The latter term includes any Employee who does scenic-art or film-preview work.

Notwithstanding, an Employee will perform whatever work, covered by Agreement, Company may assign him to.

- (2) Training & Skill Development

To the extent an Employee becomes more skilled and more versatile in his work, his protection against displacement correspondingly increases. As job retention is based primarily on a single seniority roster, without regard to work classification, Company is entitled to have available at all times the developed skills in both quantity and quality essential to assure it the top-quality production its public-service obligations and its competitive responsibility to both itself and every Employee reasonably require.

Therefore, every Employee must possess and maintain the skills (including any qualifications mandated by law) reasonable necessary to assure top-quality competitive production, so Company may compete effectively and both the enterprise and Employee jobs may be best protected. In other words, neither the security of the enterprise nor the security of Employee jobs can prudently be permitted to depend on the collective skills assembled through the accident of hiring sequence alone.

Accordingly, Company will afford each Employee opportunity to be trained, by both formal schooling (where necessary or desirable) and on-the-job experience, in whatever work it may assign him to perform. Company will bear the full expense of required schooling costs (e.g., tuition and required fees, any necessary books and supplies, etc.) and any other expense which may reasonably fall within the

policy-principle this commitment reflects. Company

recognizes that formal schooling may not alone be sufficient to develop all required skills; so it intends that an Employee's skills be developed by schooling (to the extent necessary or desirable) and on-the-job application.

- (3) Layoff & Recall (Paragraphs 4.04, 4.045, 4.047, A-1.01, A-1.012 & A-1.013)

Company will lay off Employees in inverse seniority order (e.g., last in, first out) so long as the skills and abilities essential to assure efficient and top-quality operations are at all times available to it within the remaining Unit.

Company will recall laid-off Employees in seniority order (i.e., last out, first in) so long as the Employee recalled possesses the skills and abilities essential to the position to be filled and the skills and abilities essential to assure efficient and top-quality operations are thus available to it within the Unit.

- (4) Skill & Ability Measurement (Paragraphs 4.04, 4.045, 4.047, 4.05, A-1.01, A-1.012 & A-1.013)

In any arbitration protesting discipline or discharge based on insufficient or faulty performance, the burden is on Company to show that the Employee had adequate preparation and opportunity to develop sufficient skill or the work involved. Conversely, in any arbitration protesting retention of an Employee out of seniority, the burden is on Union and the Employee claiming the right to do particular work to show that he possesses the skill and experience necessary to proper competitive performance of that work.

The fact Company may assign an Employee to perform in more than one work classification in the course of a work period is to be appropriately considered with all other involved factors, in determining whether the Employee is responsible for any operating error and, if so, the degree of any penalty which may accompany any finding that he is responsible.

This qualification attaches to all of the preceding: Agreement aims to protect Company against depletion of essential skills e.g., those a scenic artist must possess) and qualifications maintained by law (e.g., a

first-class radio-telephone operator's license for certain work).

Memorandum 4

Employment Security, Seniority, Training and
Skill Development, and Paragraph 4.047
Interpretation and Application

For the purposes of paragraph 4.047 (Seniority: Layoff and Recall), Interpretive Memorandum 2, and paragraphs 2, 3, 4 and 5 of Interpretive +Memorandum 3, the skills classifications and the training times set out in this memorandum are deemed fair, adequate and sufficient for all employment security, seniority, training and skill development purposes.

<u>Skills Classification</u>	<u>Training Time (On Job or In Home Study)</u>
(1) FCC first-class license	6 weeks, with technical experience, in home-study correspondence-course
(2) transmitter technician	320 hours, with technical background
(3) equipment maintenance	320 hours, with technical background
(4) master control experience in video, videotape and projection	160 hours, with previous training or
(5) audio	80 hours, with no background
(6) video	160 hours, with technical background
(7) videotape	80 hours, with no background
(8) projection	60 hours, with no background
(9) camera	60 hours, with no background
(10) floor	40 hours, with no background
(11) lighting	120 hours, with no background
(12) scenic art	no training - a "born" talent-hire from outside or from Unit in Company discretion

(13) preview

16 hours, with no background

Memorandum 5

Paragraphs A-1.01 and A-1.03 Interpretation and Application

Notwithstanding anything to the contrary in past articles, under paragraphs A-1.01 (Duties: General) and A-1.03 (Work for Broadcast Purpose):

- (1) Any person may, for insertion or inclusion in a news program, record or preview, time, edit, cut and splice, or excerpt material from any source.
- (2) Any person may, for insertion or inclusion in any program, preview, time, edit, cut and splice, or excerpt material from, any "Unit production" (i.e., matter originally produced by an Employee or by Employees for Broadcast by Station, or recorded by Station "off-air" or "off-line" or through "air-check") provided an Employee has recorded such matter in a form suitable, in Company judgment, for editing.

Memorandum 6

Paragraph A-1.03 (b) Interpretation and Application

These statements and examples illustrate the interpretation and application of the statement in collective-bargaining-agreement paragraph A-1.03 (b) that, except as therein stated, ". . . any Person may, as part of the functioning of any other Station production unit . . . do anything Company may authorize or direct" for a Broadcast Purpose. They are subject to the limitations stated in subparagraphs (i) and (ii) of such subparagraphs and neither enlarge nor diminish any other agreement paragraph.

1. The News Dept. may, as part of its functioning, record audio and video material in either final or non-final form for Broadcast using whatever equipment Company may assign to it for such purpose.

Example A. News Department covers interview at City Hall, using whatever equipment Company may have assigned to it; returns to Station; edits film and cartridge-tape-records audio in final form for Broadcast. Paragraph A-1.03(b) permits this.

Example B. News Department covers interview at City Hall, using whatever equipment Company may have assigned to it; returns to Station; edits videotape and cartridge-tape-records audio in final form for Broadcast. Paragraph A-1.03(b) permits this.

Example C. News Department covers fire, using whatever equipment Company may have assigned to it, for immediate (i.e., "live") Broadcast. Company transmits this pickup direct to Station without using any Employee. Paragraph A-1.03(b) permits this.

2. Any production unit (e.g., news department, public-affairs department, documentary production unit, program and promotion production unit, ABC Inc. Television Productions, etc.), may, as part of its functioning, record video material, in a Station studio, in either final or non-final form for Broadcast, using whatever equipment Company may assign to it for such purpose. Any such unit may also, as part of its functioning, record audio material in a Station studio, in either final or non-final form for Broadcast using whatever equipment Company may assign to it for such purpose; but if final form, by way of example, involves cartridge-tape-recording and/or digital recording devices used in the same application as stated above in the preceding sentence, an Employee will, except where the News Dept. is involved, do such recording.

3. The Unit, as part of its functioning, will also handle and operate mini-cameras. Company will assign to Employees the first two "extended-coverage" remote pick-ups Station broadcasts on any election day from party or candidate headquarters. If Station broadcasts more than two such remote pick-ups on any such day, Company will assign such pick-ups to Employees or to any Person as, in its sole discretion, it may elect.

At Station, Company will assign operation of electronic cameras, including mini-cameras, located at the station to the Unit if (a) the signal from such cameras is routed through a control-room switcher or through master control or (b) Company uses such electronic cameras to replace regular studio cameras. This does not preclude Company's assigning to another production department, using its own employees to handle and operate mini-cameras, video-taping of program segments or commercials interjected into its total work product just as it now does with film-cameras. If a mini-camera is used to replace a film-camera, Company may assign its handling operation and use as it deems operationally appropriate. Notwithstanding the foregoing, for programs other than News, and weather emergencies, the operation of remote cameras from the station shall be performed by Employees covered by this agreement.

Any person may, for inclusion in a news program, operate up to 2 cameras as provided for in paragraph 6 outside the station's studio for a regularly scheduled program segment, (sports and weather) providing there is no reduction in the studio manpower.

Any person may operate a fixed unmanned camera position, i.e. "Flash Camera", for News programs, News breaks, or News cut-in, provided an Employee is not available. Operation of the camera shall include, but not be limited to, turning the camera on/off, setting sound and lighting equipment associated with the camera, and setting the shot for air (framing and shading). For purposes of this paragraph, an Employee is not available when the station has made reasonable efforts to reach an Employee at the station and he/she is unable to promptly respond to the assignment.

4. Any person may operate in New Jersey, Delaware or Pennsylvania a mini camera whose signal is transmitted to the Station's studio for integration into a Public Affairs program.
5. Any person may operate a single studio camera, all related lighting systems and any and all associated equipment at Station's Wilmington Studio and Trenton Studio for insertions into a News program or Public Affairs program.

6. Other than as provided for in Paragraph 3, extended election coverage and in conjunction with a bonafide news event outside the station's City Line Avenue Studio, any person may operate two cameras which are:

- (a) routed through a switcher; or
- (b) routed through more than one microwave path or a dual signal on a single microwave path provided that (i) if any additional cameras, for the broadcast are routed through the switcher, the broadcast would be work done by Employees and, (ii) that any such event employing more than one switcher would be Employee work.

It is understood that the switcher referred to above does not include the type of switcher currently built into the vehicle commonly referred to as the "Bread Truck" or any other vehicle similarly equipped.

These statements and examples do not illustrate every aspect of paragraph A-1.03(b)'s interpretation and application. For example, the statement that a production unit may, as part of its functioning, record video and audio material in a Station studio does not imply that such a unit may not record video or audio away from Station.

Memorandum 7

Paragraph B-4(b) Interpretation and Application

Notwithstanding the statement in paragraph B-4(b) (Normal Workday) that the normal workday for a part-time Employee will be not less than seven work hours, Company may assign not more than one such Employee per day to a shift less than seven but not less than four work hours, provided such Employee is at the time enrolled in or, if previously and duly-registered or duly-accredited education institution as a full-time student.

Memorandum 8

Supplemental Memoranda Interpretation and Application

The memoranda attached to Agreement constitute an interpretive gloss on Agreement and, for that purpose, are deemed to have been executed and attached immediately following execution of Agreement.

Memorandum 9

Paragraph B-4 (d) (iii) Understanding

The following represents our understanding and agreement with respect to B-4 (d) (iii):

1. Once each quarter commencing January, 1993, full-time Employees desiring to work a four hour shift, on a Saturday or Sunday day off, must notify management in writing of their willingness to work such assignments.
2. Prior to employing part-time Employees for such Saturday or Sunday four hour assignment, the Company shall be obligated to assign a full-time Employee who has indicated his/her willingness to work either a Saturday or Sunday day off but not both, for four hours provided, however, that the Employee, in the sole and exclusive judgement of the Company, possesses the necessary skills and abilities to perform the necessary or anticipated duties. Company will not unreasonably determine that an Employee is not qualified for such assignment.
3. Nothing contained herein shall preclude the Company from assigning an Employee to such four hour assignment, on a Saturday or Sunday day off, in accordance with 7.011 (b), notwithstanding the Employee's failure to indicate his willingness to work in accordance with paragraph 1, above.

Memorandum 10

Workweek

A tour of duty starting any day and continuing into the following day shall be considered as one (1) tour of duty and attributed to the first (1st) day and its corresponding workweek.

Memorandum 11

A. Notwithstanding any arbitration awards, settlements, collective bargaining provisions, sideletters, writings, or representations of any kind to the contrary, the following sets forth our understanding with respect to pension and other so-called "benefits" heretofore available to employees of WPVI represented by Local 804 IATSE.

1. Pursuant to Sections 8.06 and 8.061 of the collective bargaining agreement between the parties, WPVI is obligated to contribute to the IATSE Local 804 - WPVI-TV - WFIL-AM and WFIL-FM Pension Plan (hereinafter "Union Plan") on behalf of certain employees represented by Local 804.
2. Eligible employees represented by Local 804 have likewise been eligible to participate in some benefit programs generally available to non-represented employees of WPVI. Those benefits are not all set forth in the collective bargaining agreement, but are subject to the same terms and conditions applicable to non-represented employees of WPVI, as may be modified or changed from time to time at the discretion of the Company.
3. Eligible employees of WPVI (including those represented by Local 804) hired prior to January 1, 1989 participate in the Employee Profit Sharing Plan of ABC, Inc. (hereinafter "Profit Sharing Plan"). The annual employer contributions to the "Profit Sharing Plan," on behalf of employees represented by Local 804, are reduced by the amount of the annual contributions made to the "Union Plan" by WPVI.
4. Eligible employees of WPVI (including those represented by Local 804) hired on or after January 1, 1989 are not eligible for the profit sharing program. Such non-represented employees of WPVI are eligible to participate in the ABC, Inc. Retirement Plan (hereinafter "Company Plan"). Likewise, employees of WPVI represented by Local 804 are eligible to participate in the "Company Plan," except that, pursuant to the terms and conditions of the "Company Plan," retirement benefits available under the ABC, Inc. Pension Plan are reduced by the amount of retirement benefits payable pursuant to another plan under which an employee is covered for the same period of service, which would include the "Union Plan."
5. In the event WPVI, ABC Inc. or any successors or assigns modify, eliminate or otherwise change existing benefits available to employees of WPVI generally,

such changes shall apply to employees represented by Local 804 on the same terms and conditions, except that participation in the "Union Plan" shall continue in accordance with the collective bargaining agreement. In the event employees of WPVI not heretofore covered by the "Company Plan" become participants in that Plan or a successor plan, all employees on whose behalf WPVI contributed to the "Union Plan" shall be subject to the benefit offset described in paragraph 4 above.

B. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no terms or obligations of this Agreement shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of or by either party hereto. This Agreement shall further not be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

Memorandum 12
Interpretation and Application
Control Room Production Automation

If the Company decides in its own judgment that in order to meet its business needs or function more effectively it must take advantage of advanced computerized automation devices to restructure television production control room functions and responsibilities (e.g. Ignite, Ross Overdrive or similar equipment), the Company may assign producers, directors or persons with similar show content responsibilities to program or operate such equipment, even though it may replace all functions now performed by unit members, provided that no more than two (2) such individuals have as their overall primary job function the programming or operation of any individual unit. This provision does not permit the Company to assign non-unit employees to operate equipment utilized for a broadcast purpose, as covered by this Agreement, that is not being controlled by such computerized automation device(s).

It is understood that if the Company decides it would be preferable to assign a separate robotic camera operator and/or video operator (shader) to an operating position while the studio cameras are under control of Production Automation, that the operator shall be a unit employee. Further, it is understood that the determination of whether or not an operator is used in such an instance is solely that of the Company

Memorandum 13

Computerized Equipment

A. Except as set forth in paragraph "B" below, which includes recalling materials for air from on-air Master Control servers, the parties agree, notwithstanding any provision of any agreement or practice to the contrary, that the Station shall have the right to assign, based upon the Station's sole determination with regard to its need to operate in the most efficient manner and utilize its personnel most effectively, any Person to operate computerized equipment or any equipment which is utilized in connection with a computer system, and any equipment that serves as a back up to such equipment or systems, for any purpose on any program, including but not limited to:

1. Utilizing a production switcher to play back, record or recall any broadcast element (e.g., audio, video, stills, clips, graphics, lower thirds) from a file server, still store, digicart, profile or other data storage device who's operation is under the control of a Director(s) and/or Producer(s);

2. Inputting and recalling broadcast elements through computer files and/or interface from any file server, character generator, still store or other data storage device;

B. Except as provided in Memorandum 12, the foregoing paragraph "A" shall not apply to:

1. Utilizing the Station's Master Control switcher in connection with monitoring and releasing to air a play list;

2. Operating a Station control room audio console when sound-on-film or sound-on-tape recordings or sound on any type of electronic media is routed through that console or recalled by the production switcher;

3. Operating any electronic camera located at the Station, including a mini-camera, if the signal from such camera is routed through: (i) a Station control room switcher or (ii) the Station's Master Control Room switcher;

4. Operating studio lights.

5. Ingesting non-news tape material into Master Control
on- air servers.

C. It is understood that the company shall provide training opportunities to employees for work assignments covered under the jurisdiction of article A-1.01 of this agreement. The parties mutually acknowledge that such training is in the best interest of the Station and the employee, and therefore learning the assignments covered by these training opportunities shall be mandatory.

Schedule E

Seniority Roster of Collective-Bargaining Unit Represented by
Local 804, International Alliance of Theatrical Stage Employees, Moving
Picture Technicians, Artists and Allied Crafts of the United States, Its
Territories and Canada, AFL-CIO, CLC, at ABC, Inc. Station WPVI-TV.

<u>Position</u>	<u>Employee</u>	<u>Seniority-Acquisition Date</u>
1.	Sirianni, Gene	February 21, 1977
2.	Allen, Kenneth	May 17, 1978
3.	Pinesich, Anthony	(a) January 7, 1980
4.	Ortiz, Albert	December 8, 1980
5.	Wilson, Patricia Black	October 6, 1986
6.	Sharp, Don	September 14, 1987
7.	Ellis, Morris	December 28, 1987
8.	Cullen, Thomas	March 5, 1990
9.	Kamp, Sheldon	(b) September 16, 1991
10.	McQueen, Val	March 16, 1992
11.	Moya, Hermando	August 4, 1992
12.	Baginski, Thomas	January 4, 1993
13.	Haynes, Larry	January 3, 1994
14.	Hensel, Roy	October 3, 1994
15.	Ardiles, William	January 6, 1996
16.	Seymour, Clay	October 15, 1996
17.	Grubb, Neal	November 1, 1996
18.	Roddy, Anthony	September 8, 1997
19.	Haggerty, Victoria	October 7, 1997
20.	Nghe, Quy	February 8, 1999
21.	Bress, Mark	February 9, 1999
22.	Nichols, Neftali	June 14, 1999
23.	Kuhar, William	September 17, 2005
24.	Ford, Anthony	April 18, 2011

Seniority Roster - Notes

- a. Anthony Pinesich entered Company employ outside of Unit in December, 1978. He transferred to Unit January 7, 1980. His Unit-seniority is, therefore, January 7, 1980; but, by agreement between Company and Union, his seniority date for vacation-length purposes only is December, 1978.
- b. Sheldon Kamp's Company seniority date for the ABC Retirement Plan is April 23, 1987. As far as the IATSE Union contract benefits are concerned, it is September 16, 1991.

Memorandum Of Intent

The parties have agreed to set up a committee made up of representatives of IATSE Local 804 and the Company to redefine the definition of "Workweek" provided in sub Paragraph 1 (e).

Once the parties have reached an agreement, a letter of understanding shall be executed modifying the language set forth in sub-paragraph 1(e).