

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CAPITAL OF TEXAS PUBLIC TELECOMMUNICATIONS COUNCIL

AND

COMMUNICATIONS WORKERS OF AMERICA

2014-2017

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# **CONTRACT**

This Agreement by and between KLRU-TV, a facility owned and operated by Capital of Texas Public Telecommunications Council, hereinafter usually referred to as the "Station" or "Employer," and Communications Workers of America, hereinafter referred to as "CWA" or the "Union," WITNESSETH:

## **ARTICLE I**

### **Purpose**

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationship between the Station and its employees, and that this Agreement shall set forth the hours of work, rates of pay and conditions of employment to govern and be observed by the parties hereto during the term of this Agreement.

## **ARTICLE II**

### **Recognition**

**Section 1.** The Station recognizes the Union as the exclusive representative of all regular full-time, regular part-time, and temporary employees classified as production workers or engineers, in the following unit:

Included: Camera operators, crew chiefs, lighting technicians, technical directors, director's assistant, assistant directors, boom operators, crane drivers, crane tongue operators, follow spot operators, floor managers, floor assistants, production assistants, scene department employees, electronic graphics operators, still store operators, master control operators, videotape operators, audio operators, audio assistants, videotape editors (linear and non-linear), maintenance/video operators, closed caption authors.

Excluded: All other employees, including but not limited to lighting designers, writers, directors, producers, interns, volunteers, college work study personnel, actors, musicians, singers, dancers, clerical employees, graphic artists, associate

directors, all supervisory and professional employees, and guards or watchmen as defined by the Act.

**Section 2.** When the Station decides to add a new position or positions in the Production or Engineering Departments, it will evaluate the new position as to its relation to the positions defined in Section 1 of this Article and confer with the Union to determine whether such position shall be included or excluded from the bargaining unit recognition.

**Section 3.** Where used in this agreement, the term "employee" refers to all categories of employee, including regular full-time, regular part-time and temporary, unless it is otherwise specifically stated.

### **ARTICLE III**

#### **Management Rights**

**Section 1.** It is understood that the Station reserves all of the rights, privileges, powers, prerogatives and authority which it had or possessed prior to having entered into contractual relations with the Union, excepting only those expressly and specifically abridged or modified by this Agreement.

**Section 2.** It is recognized and agreed between the parties hereby that the management of the Station, its operations and the direction of the work force shall be vested exclusively in the Station. It is further recognized that management has the prerogative and responsibility of the Station, including the right to direct all personnel, to select, hire, discharge, promote, transfer, discipline, schedule and assign work to be performed, transfer or lay off employees because of lack of work or other legitimate reasons, and otherwise manage the operation of the Station and the business, all of which are the exclusive prerogative of the Station.

**Section 3.** The Station shall have the exclusive right to establish new jobs and new operations; to abolish or change existing jobs and existing operations; to increase or decrease the number of jobs and operations; to determine the times and extent to which the Station will operate; to determine the work schedule of each employee, to determine the size and composition of the working force; to determine the materials, processes, products, equipment and methods of operation; and to establish the standards for the quality and quantity of work required to be performed in all jobs.

**Section 4.** It is expressly agreed and understood that the Station shall have the right and discretion, and the Station herein reserves such right and discretion, to sell or otherwise dispose of any of its operations, assets or properties by sale, merger, or otherwise, and to terminate, discontinue or transfer operations due to any economic factors which, in the Station's judgment, justify or warrant such action, whether or not jobs of employees, covered hereby are in any way affected, and without incurring any liability to the Union or to the employees, except to the extent that the Station agrees that it will discuss with Union representatives its intended actions that it may take in exercising its discretion to alter its operations as noted previously in this Section of this Article.

**Section 5.** The Station agrees that it will not engage in subcontracting for the purpose and with the intent of reducing the number of employees in the bargaining unit, it being understood that such purpose shall not be ascribed to the Station if it acts to effect a saving, to increase efficiency or for any other business or economic reason. However, in such event, there shall be no reduction in unit personnel without first conferring with the Union. Nothing in this Agreement shall be construed to in any way prohibit or interfere with the Station's purchase of materials, supplies or merchandise of any kind.

**Section 6.** The employees and the Union (to the extent applicable to the Union) shall comply with Station rules and regulations now in force. The Station shall have the right to reasonably modify, amend or add to such rules and regulations from time to time, provided that the Union is first conferred with prior to the effectuation of said rules and regulations.

**Section 7.** It is expressly understood that this Article is not intended to include an exclusive enumeration of Station prerogatives, those listed being by way of illustration and not intended by way of limitation.

**Section 8.** The Station shall not use any of the rights specified in this Article for the purpose of unjustly and unreasonably discriminating against any employee or to avoid any provisions of this Agreement.

#### **ARTICLE IV Strike**

##### **and Lockouts**

**Section 1.** While this Agreement continues in force and effect, there shall be no strikes, sympathy strikes, stoppages of work, picketing, sit-down, stay-in, boycott, slowdown or any other interference with, or restriction of, work or production whatsoever by the Union or by any employees covered by this Agreement. No employee shall participate in any such activities. Any employee violating the terms of this Article shall be subject to discharge. The Station agrees that there will be no lockout of its employees during the term of this Agreement. This shall operate as an absolute ban to any strike or work stoppage of any type without exception or reservation.

**Section 2.** The foregoing ban on strikes and other work stoppages described in Section 1 above is quid pro quo (in exchange for) for the Station's agreement not to lock out its employees during the term of this Agreement, and for the Station's agreement to entertain grievances as set forth in Article VI (Grievances) and to arbitrate the matters set forth in

Section 1 of Article VII (Arbitration); and such strike ban is unconditional and absolute even though arbitration is not prescribed as the final recourse with regard to other matters or subjects not specifically included in Section 1 of Article VII (Arbitration).

## **ARTICLE V**

### **Seniority**

**Section 1.** The Station values and appreciates an employee's length of service with the Station. With this basic principle in mind, the Station recognizes seniority, which shall be based on and shall consist of the length of service with the Station, dating from the time first hired, as a factor to be considered in its job assignments, promotions, demotions, layoffs, and recalls after layoffs. It is understood, however, that the Station will consider ability (which includes skill), efficiency (as demonstrated by performance of duties in the past) and versatility as primary factors in assignments and the like, and will consider seniority as a determining factor if all primary factors are essentially equal. Production Assistant assignments (such as floor assistant, cable puller, camera utility) at national rate productions at Moody Theater will be assigned to the respondents who have worked those roles the most. Management will keep a running total of crewing assignments for each employee who has worked in the production assistant role from February 29, 2012 (the beginning of Austin City Limits Season 38), forward. Management will share with the bargaining unit the link to the current production assistant total document. An exception to the production assistant crewing rule could occur if there is a current documented performance issue on file for that employee. Management will distribute the weekly crew schedule to the entire bargaining unit, with responses required only from those who must confirm their assignment. Employees may challenge crewing assignments by contacting the scheduling manager first for an explanation of crew assignment decisions. Management will explain which factor,

(other than seniority), caused the issue and provide Human Resources with documentation of the conversation. The employee can then choose to engage in the grievance process if he/she disagrees with the reason given by management.

**Section 2.** All regular full-time and part-time employees shall be considered probationary for the first three (3) months of employment. All temporary employees shall be considered probationary for the first one hundred fifty (150) hours of employment. During such probationary period an employee may be released from employment at the sole discretion of the Station. The seniority of an employee who is retained by the Station after completion of the probationary period shall be retroactive to the employee's original date of hire.

**Section 3.** It is understood that the Station, with prior agreement from the Union may extend a temporary employee's period of probation up to an additional one hundred fifty (150) hours of employment. The remaining regulations as to probationary employees as provided in Section 2, above, shall apply to an employee who has had his or her probationary period of employment extended as provided herein.

**Section 4.** It is understood that "Service," as used in this Agreement, means the time in which an employee received compensation from the Station.

**Section 5.** Loss of Seniority. A regular employee will lose his seniority if:

- A) He is discharged;
  - B) He resigns without giving proper notice of his intention to resign to the Station.
- Proper notice shall be defined as two (2) weeks or more notice in writing to the resigning employee's department head;



- C) He is absent for three (3) scheduled working days without notifying the Station, unless he presents a certificate from a licensed physician or other sufficient evidence certifying that it was physically impossible for the employee to notify the Station; or
- D) He fails to return to work at the end of a leave of absence.

A temporary employee will lose his seniority if:

- A) He is discharged;
- B) He does not work for the Station for a period of one (1) year;
- C) He resides outside the Austin designated market area or Bexar County for a period greater than one year; or
- D) He cancels after two consecutive suspensions from work.

A temporary employee will be placed on the inactive seniority list if:

- A) He has accepted scheduled work and cancels after confirmation three (3) times in a three month period;
- B) He fails to notify the Station of a change of address and/or phone number within two weeks of that change;
- C) He no longer resides in either the Austin designated market area or Bexar County. In such case, the employee shall remain on the inactive seniority list for a period of one (1) year.

An employee on the inactive seniority list shall not be eligible for any work assignments for a period of six (6) months. However, if the active seniority list is exhausted, the Station may, at its discretion, offer assignments to employees on the inactive list.

**Section 6.** An employee who volunteers or who is drafted into the Armed Forces of the United States shall have all the rights of re-employment to which he is entitled under the laws

of the United States, and, as required by law, shall retain all seniority accrued before entry into the Armed Forces.

**Section 7.** For the purpose of determining an employee's seniority within the bargaining unit:

- A) All bargaining unit employees shall be divided into two (2) groups.
  - 1) Regular employees in the bargaining unit who work on regular full-time or part-time basis ("regular full-time" or "regular part-time"). The station shall not be obligated to pay employees for forty hours of work during work weeks when they actually work fewer than forty hours.
  - 2) Temporary employees in the bargaining unit who work on an on-call basis.
- B) The Station shall rank temporary or regular full-time and part-time employees consistent with Section 1 of this Article. Regular full-time and part-time employees will be assigned first, for all job assignments.
- C) For all employees, all work shall be divided into two (2) groups:
  - 1) Regular Assignments - all work not included in the definition of Special Projects;
  - 2) Special Projects - productions or work supporting productions intended for national and regional distribution (broadcast, cablecast, industrial or home video). Excludes pilot proposals and series in development.
- D) **If** a project originally produced as a Regular Assignment is later distributed according to the definition of Special Projects, the Station shall not be obligated to pay any added compensation to members of the bargaining unit who worked on that project. However, any subsequent work done on that project will be compensated as a Special Project, unless the program is provided solely in exchange for distribution and packaging charges.

- E) The Station may offer a position to a temporary employee as needed, in order of seniority, consistent with Section 1 of this Article.
- F) All job assignments for Special Projects shall be made before regular assignments for Production only.

**Section 8.** Job categories shall be defined as Production, to include Camera operators, crew chiefs, lighting technicians, technical directors, director's assistant, assistant directors, boom operators, crane drivers, crane tongue operators, follow spot operators, floor managers, floor assistants, production assistants, scene department employees, electronic graphics operators, still store operators, closed caption author, and Engineering to include separate categories for master control operators, videotape operators, audio operators, audio assistants, videotape editor (linear and non-linear), maintenance/video operators. Any regular employee whose status has changed to temporary employee will carry-over his accumulated seniority hours to the appropriate temporary job categories.

**Section 9.** When the Station determines the need to employ temporary employees for Special Projects, it shall as soon as possible, notify the Union spokesperson or designee of the production in question. The Station and the Union shall negotiate wage rates for the required crew positions. These rates shall be at a minimum, the Station reserving the right to negotiate a rate with temporary employees in excess of the rate negotiated by the Union. Upon completing these negotiations, and for all other work assignments, the Station shall then notify, according to the provisions of Section 7 and Section 8 of this Article, the appropriate employees, in **person, by phone, or by email** of the production dates, crew position and negotiated wage rates consistent with the work rules agreed to by the Parties. *See Appendix "A."* Upon receipt of such written notification as to the minimum rate of pay

acceptable to the employee, the Station is not obligated to attempt notification of such employee of crew assignments and/or the availability of said assignments for any job positions having a pay rate less than the hourly rate of pay designated by the temporary employee. A temporary employee must notify the Station in writing of his unavailability for assignment for a specified period of time, designating the beginning date and ending date of such period; however, such period may not exceed six (6) months in duration. Upon receipt of such written notification, the Station is not obligated to attempt notification of such employee of crew assignments and/or the availability of said assignments during the period so designated.

It is the primary obligation of bargaining unit employees to keep the Station informed as to their current status, availability, desire for crew assignments, phone numbers, and email addresses where they may be located. To be considered for work, it is the responsibility of the temporary employee to notify the Station of availability by 12:00 noon of the Monday preceding the week to be scheduled. Without notification, the Station is not obligated to offer work to the temporary employee.

**Section 10.** When the Station is unable to staff a production needing temporary employees, by 12:00 noon on Wednesday of the calendar week on which the schedule is to be posted, the Station may contact any employee on the appropriate seniority list, consistent with Section 1 of this Article, until such assignments are filled, without obligation or requirement on the part of the Station to wait for a response or non-response to such attempt.

**Section 11.** Regular employees shall all be given the opportunity to work at least forty (40) hours per week, provided it is consistent with Section 1 of this Article and the Station, at its discretion, determines work is available.

**Section 12.** To allow the employee sufficient rest between crew calls, the start time for the next work schedule can be shifted before the end of the work assignment, as long as an employee who is scheduled in the next schedule suffers no reduction of hours.

**Section 13.** The Station shall not be restricted to seniority as defined in Section 1 of this Article for temporary employees if:

- A) The Station cannot hire a bargaining unit employee to do the job at the wage rate negotiated under the provisions of Section 9 of this Article.
- B) The Station, at its sole discretion, determines the skills required are beyond the capabilities of bargaining unit employees.
- C) The Station needs more employees than the appropriate seniority lists provide.

**Section 14.** A temporary vacancy resulting from an absence or other emergency shall be assigned by the Station to the employee within the unit who has the required job knowledge, skills, and ability to perform the work. If no such qualified unit employee is found, the Station may assign the work to any other employee who has the required job knowledge, skills, and ability to perform the work.

**Section 15.** Copies of all seniority lists shall be posted in a conspicuous place and shall be revised every month no later than the last day of the month following the previous payroll month. Management will provide to the bargaining unit the link to the seniority list document. After posting of the initial and all subsequent monthly seniority lists, an employee who disputes his seniority ranking shall, within fifteen (15) days of the posting of such lists, file notice of such dispute with the Station; otherwise said list shall govern. If found that an error was made on the list, it shall be corrected accordingly.

## ARTICLE VI

### **Grievance Procedure**

**Section 1.** Any questions which arise out of the terms, application and interpretation of this Agreement may be submitted to the Grievance Procedure as provided for herein:

**Section 2.** The following Grievance Procedure will be followed:

**Step One:** The aggrieved employee shall first attempt to settle his grievance with the respective supervisors involved and the next person in the management chain above the supervisor(s). The grievance shall be discussed openly, with or without a Union representative, providing the aggrieved employee with a decision. This presentation shall be oral and made as soon as possible, but in no event later than fifteen (15) regular business days of the occurrence of the event complained of. If the grievance is not resolved within five (5) calendar days from presentation, the employee may proceed to step two.

**Step Two:** The grievance, if not settled in Step One, must be reduced to a written form by the employee and/or the Union representative. The grievance must be signed by the employee and contain a brief statement of facts upon which the grievance is based and a request for the specific relief desired. This written document must be presented to the General Manager and/or his designee, within fifteen (15) regular business days after the completion of Step One. The Station shall provide the employee with a response within ten (10) working days of receipt of the written document.

**Section 3.** Stewards shall not be required to punch out of regularly scheduled work while investigating, settling, and/or participating in the settlement of a pending grievance,

provided, however, that such participation does not exceed three (3) hours in any one work week for all stewards.

**Section 4.** In the interest of the harmonious and orderly disposition of such matters, it is agreed that the procedure herein prescribed shall be strictly followed. Any grievance which is not submitted in accordance herewith, except with the Station and the Union having mutually agreed in writing to extend the time limits herein, shall be considered waived and need not be considered by the Station. Consideration by the Station of a case or cases where the procedure herein set forth has not been complied with, shall not be construed as a waiver of this provision of the Article and shall never be considered as past practice authorizing a deviation from the provisions of this Article.

**Section 5.** Employees shall have the right to present to the Station, with or without the Union being present, any grievance which may arise. However, if such grievance is adjusted by the Station, the Union must first be given the opportunity to be present at the time of adjustment; such settlements or adjustments shall not establish precedent nor be admissible in any arbitration proceedings. Any adjustment by the Station of grievances presented in this manner shall not be contrary to any terms or provisions of this Agreement. An aggrieved employee may withdraw his grievance at any time by giving written notice of his desire to withdraw the same.

**Section 6.** If a grievance remains unsettled after resort to the grievance procedure set forth hereinabove, such grievance may be taken to Arbitration, in accordance with the provisions of Article VII.

## **ARTICLE VII**

### **Arbitration**

**Section 1.** Subjects covered under this Agreement may be taken to arbitration in accordance with the provisions of this Article, except in the following cases:

- A) Disputes arising under the Station exercising its authority under the Management Rights Article, except as otherwise or expressly set forth in the Agreement. All decisions by the Station pursuant to Management Rights under Article III are excluded from being the subject of Arbitration.
- B) The Station and the Union cannot agree on wage rates for Special Projects after negotiating in good faith under the provisions of Article V, Seniority, Sections 9 and 13.
- C) The Station grants any wage increase above the contracted increases set forth in Article XX, Wages.

**Section 2.** After receiving the Station's response to Step Two of the Grievance Procedure or following the deadline expiration thereof, the Union must provide written notice within fifteen (15) working days of its intent to take the grievance to Arbitration, or such right shall be considered waived. The following steps and time limitations shall be observed once written notification is received from the Union:

- A) The party requesting arbitration proceedings shall contact the Federal Mediation and Conciliation Service within thirty (30) days of written notification of intent to arbitrate and shall request the list of five (5) qualified arbitrators.
- B) After the list is received, the Station and the Union shall meet within ten (10) days to strike names. Time of such meeting will be mutually agreed upon. One (1) representative of the Station and one (1) representative of the Union shall



participate in a single coin flip, the winner having the choice of making the first strike of a name from a list of five (5) submissions or granting the first strike to the other party. Then the parties shall alternate striking names from the list until one name remains. This person shall be the arbitrator for the matter in question.

- C) Once the arbitrator is selected and a schedule of availability has been received, the parties shall meet within thirty (30) days to set a date for the hearing.

**Section 3.** All fees and other expenses of the arbitrator shall be paid by the party against whom the arbitrator rules. However, in the event the arbitrator determines that the party filing the grievance did so in relation to a subject matter not an arbitrable subject under Section 1 of this Article, then the party filing such request for arbitration shall bear 100% of all the fees and expenses of the arbitrator. The decision of the arbitrator herein shall be final and binding on the parties to this Agreement.

**Section 4.** The arbitration procedure provided for in this Agreement shall exist and be used only in the manner set forth in this Agreement. The procedure exists only for the purpose of settling grievances which are authorized to be settled by this Agreement, and for settling the same within the framework of this Agreement. The grievance and arbitration procedures shall not be used to change, alter, amend or modify the Agreement in any way. Change or deviation from the Agreement, however slight, is beyond the power of any arbitrator appointed hereunder.

**Section 5.** The duty of the parties to arbitrate the Issues in dispute ceases with the expiration of the contract.

## **ARTICLE VIII**

### **Discrimination**

**Section 1.** Neither the Station nor the Union shall discriminate against any employee on account of race, age, color, handicap, religion, sex, sexual orientation, national origin, membership or lack of membership in the Union.

**Section 2.** The terms of this Agreement shall be applicable to either sex--male or female--and when the male gender is used in this Agreement it shall also include the female gender.

## **ARTICLE IX**

### **Bulletin Board**

One-half of the official KLRU "callboard" on the third floor of Building B of the Communications Center will be made available for the exclusive use of the Union for the posting of notices relating to meetings, (recreational, fund raising, social affairs, committees, election of officers, etc.), seniority lists, copies of this Agreement, and other pertinent information for bargaining unit members. Information, deemed by the Station to be detrimental to labor relations or the general Image of the Station, shall be removed immediately.

## **ARTICLE X**

### **Miscellaneous**

**Section 1.** The Station must remain flexible in the information age to keep up with industry wide advances, whether creative or technical. To address these needs, Directors and Producers shall be able to perform the full range of production requirements on their own projects when deemed necessary and appropriate by Station management. In order to achieve the high technical quality the Station is known for, as well as maintaining the highest

standard of broadcast operations, Station engineering staff will be involved in final edits and quality reviews of content production for television broadcast.

**Section 2.** The Station acknowledges a general policy and intent that supervisory personnel will not do production work of the same type and nature as normally assigned to members of the bargaining unit. It is recognized that Directors shall be exempt from this provision to perform duties of technical director, electronic graphics operator, still store operator (remote panel only), or editor on regular assignments and projects contracted by non-profit organizations. The Station hereby agrees that, if multiple Producers and/or Directors are assigned to a production, only one Producer or Director will be eligible to perform the above-mentioned bargaining unit work on the given production day.

**Section 3.** It is understood that the exercise of supervisory responsibilities can involve some limited performance of bargaining unit work under the following circumstances:

- 1) to temporarily fill a vacancy;
- 2) provide for training;
- 3) cover emergencies;
- 4) to perform such other work as may be necessary to meet the service requirements of the Station when an appropriate non-supervisory employee is not readily available; or
- 5) when the supervisor already is on the site for other management purposes and the correction of any existing difficulty entails such limited effort that customer service is facilitated and, in the Station's good faith discretion, the calling out of a non-supervisory employee would not be supportable by the circumstances.

**Section 4.** If an employee is absent from work for any reason and is desirous of returning to work the next regularly scheduled work day, that employee must, in order to be guaranteed such work, notify the Station of his intentions to return to work by 3:00p.m. the day before such employee intends to return.

**Section 5.** Nothing in this Agreement shall be deemed to prohibit, limit, or in any way restrict the Station's right to determine the size of a crew.

**Section 6.** Except as limited, modified or abridged by the terms of Article V, Seniority of this Agreement, nothing in this Agreement shall be deemed to prohibit, limit, or restrict the Station's right to hire new employees outside the work force.

**Section 7.** Upon written approval from the General Manager a regular full-time non-probationary employee can attend an accredited or approved seminar constituting continuing education of a professional nature and/or specific enhancement of professional skills. Approval will be based on seniority, work performance and budget limitations. If such training is compensable time under applicable law, then such employee shall receive his hourly rate of pay and accrue seniority for all hours spent in such continuing education. The Station shall pay reasonable expenses (travel, hotel accommodations, meals, etc.) incurred by the employee whenever possible. If such training is not compensable time under applicable law, no payment will be made, but seniority will be accrued.

**Section 8.** The Station recognizes the need for a well-trained staff and has the exclusive right to plan all Station paid training opportunities. Notice of training sessions for employees will be posted on the official KLRU "callboard," describing type of equipment, location and time of sessions. The training and assignment of employees to the operation of said equipment shall be consistent with the provisions of Article V, Seniority.

## **ARTICLE XI**

### **Leaves**

**Section 1.** General:

- A) Only regular full-time and part-time employees will be eligible for leaves pursuant to the provisions of this Article.

- B) A layoff is not a leave. An employee who is laid off by the Station shall not be considered as being on a leave.
- C) All leaves granted under the terms of this Article shall be without loss of seniority to the employee; provided, however, that an employee's seniority shall not continue to accumulate during his leave, nor shall time spent on leave be considered as service for the purpose of computing vacation or other benefits.
- D) An employee on leave in excess of thirty (30) days may continue his group hospitalization and life insurance coverage for himself and his family if he pays the full cost of premiums through the Station.
- E) Employees on leave, other than medical or funeral, shall not be entitled to receive holiday pay for holidays occurring during such leave.
- F) Employees on leave who do not return to work on the first regular working day following the end of the period provided in the leave will be terminated, unless the employee requests in writing to the General Manager or his designee, an extension and such extension is granted in writing by the General Manager or his designee before the expiration of the originally approved leave. Such extension shall be documented and a copy furnished to a member of the Union Executive Committee. No leave, including any extension thereof, may exceed six (6) months in duration.
- G) Unless prior written approval for personal leave has been furnished, acceptance by a full-time employee on leave of gainful employment with any other employer during said leave will automatically terminate any leave of absence, with pay or

without pay, granted under this Article and will automatically terminate the employment relationship between the Station and the employee.

- H) Upon returning from a leave, every effort will be made to place an employee in the same job or in a comparable job to that which the employee held before initiating the leave. If such position is offered to the employee returning from a leave and the employee refuses such offer, the employee will be considered to have voluntarily quit his employment with the Station.

**Section 2. Medical Leave:**

Medical leave is often referred to as "Sick Leave." If an employee must be absent from work because of personal illness, injury, or pregnancy, or because of a medical appointment with a doctor, dentist, optometrist, or other licensed medical practitioner, or in order to care for an ill or injured member of the employee's primary relationship group, the Station may grant him a medical leave of absence from work. As used herein, primary relationship group is defined as grandfather, grandmother, father, mother, step-mother, step-father, brother, sister, step-brother, step-sister, spouse, son, daughter, or domestic partner.

- A) Regular full time and part time employees, regardless of length of service, will receive regular pay for time spent on approved medical leave. For purposes of computing medical leave credit, any calendar month during which an employee works eight (8) or more hours will be treated as a month worked. The maximum unused medical leave credit that may be accumulated is ninety (90) working days.
- 1) Regular full-time employees will accrue medical leave at the rate of eight (8) hours for each full calendar month worked.
  - 2) Part-time employees earn monthly medical leave credit as follows:

- a. Employees who are scheduled for at least twenty (20) hours per week, but less than thirty (30) hours will earn five (5) hours credit per month worked;
    - b. Employees scheduled for at least thirty (30) hours per week, but less than forty (40) hours will earn seven (7) hours of credit per month worked.
  - 3) An employee who has had an accumulation of sick leave hours over the maximum accumulation as of September 30, 1998 will be allowed to carry the excess hours in to the new fiscal year.
- B) An employee requiring medical leave must notify his supervisor at least one hour before the shift begins for which the employee is absent, or as soon as reasonably possible if due to an emergency, giving the reason for his absence and the date when he expects to return to work.
- If the employee knows in advance of an extended medical leave, he should report such illness, injury, or pregnancy to his supervisor in writing as soon as possible, and submit a statement from his doctor showing the nature of the disability or treatment of the employee or a member of his primary relationship group, the date the disability or treatment will begin, and the approximate date the employee will be able to return to work, describing any necessary limitations. If the employee's medical leave lasts three (3) consecutive days or more, the employee may be asked, upon return to submit a doctor's statement containing the same medical information as recited above to his supervisor. An employee who fails to follow the procedure set forth within this may become ineligible to receive pay for the time spent on medical leave.
- C) An employee on approved medical leave who has used all accrued medical leave benefits may thereafter use any vacation leave to which he is entitled. An employee who has used or chooses not to use accrued vacation benefits may be

placed on medical leave without pay, subject to the terms and conditions stated above.

**Section 3. Personal Leave:**

A non-probationary employee may be granted a personal leave of absence, without pay, for events not covered by the medical leave policy. Upon request, the Station may grant leaves without pay for periods up to and including a total of ten (10) days in any station fiscal year. Such permission may be granted when the Station's scheduling requirements allow, but permission shall not be unreasonably withheld. Any grant of unpaid leave in excess of ten days is at the Station's sole discretion, and accrued vacation credits must be used.

**Section 4. Military Leave:**

Military Leaves of Absence shall be granted to employees requesting the same pursuant to the Selective Service Act, Viet Nam Era Veterans Adjustment Act, and other such federal and/or state regulations.

**Section 5. Funeral Leave:**

In the event of the death of a member of an employee's primary relationship group (as defined in Section 2A of this Article, or a parent of an employee's spouse or domestic partner), the employee will be allowed three (3) working days off, without loss of pay, to make necessary arrangements for and to attend funerals. If an employee needs additional days or needs to attend a funeral of a person not included in the group described in this paragraph, **vacation and floating holiday hours** may be used.

**ARTICLE XII**

**Station Visitation**

**Section 1.** An authorized representative of the Union may visit the Station premises for the purposes of ascertaining whether this Agreement is being properly observed. In



requesting approval of such visitation privilege, the Union shall give written notice to the Station of its request and shall state the proposed nature and approximate duration of the anticipated visit. The approval required is not to unreasonably deny such visitation. The Station agrees that any denial will be for reasons relating to the interruption of Station operations or production.

**Section 2.** The Union representative must be accompanied by a representative of the Station. The Union agrees that such visit or entry shall not interfere with production nor interrupt Station operations. An employee with direct knowledge of a situation being investigated shall be released from work without pay for the purpose of conferring with the job steward and/or Union representative.

**Section 3.** The Station shall not be held responsible for any injuries sustained by the said Union representative while on Station premises unless willful or intentional.

## **ARTICLE XIII**

### **Schedule of Discipline For Offenses and Violations of Station Rules**

In the interest of maintaining discipline and production, employees are expected to observe Station rules and regulations. The schedule attached as Appendix "B" hereto sets forth disciplinary measures which may be imposed for the offenses or violations described therein. It is the Station's intent that discipline shall be applied uniformly in similar situations. Decisions on the implementation of discipline shall be in the discretion of the General Manager or his designee. Any effect of a disciplinary measure on the determination of subsequent infractions will expire after one year from the date discipline is imposed.

ARTICLE XIV

Vacations

Section 1. Regular full-time and part-time employees shall accrue vacation time from date of first employment for each full calendar month worked according to the following schedule:

Beginning of Year	End of Year	Hours Worked Per Week		
		40+ Hours	30+ Hours	20+ Hours
		Accrued Per Month		
	2	8	7	5
3	5	9	8	6
6	10	10	9	7
11	15	12	11	8
16	20	14	12	9
21+		16	15	10

For regular part-time employees and for the purpose of vacation leave only, every twelve (12) weeks the total number of hours worked will be averaged to confirm regularly scheduled hours for that twelve week period. The prorated portion will be adjusted for that period only.

At the beginning of each fiscal year (October 1), the Station will allocate vacation hours to each employee based on the employee's length of service and number of hours worked each week.

Section 2. The Station recognizes the importance of time off and well rested employees. Management will work with employees to ensure that earned vacation will be scheduled and used. There will be no carry over of unused vacation time past the end of the fiscal year, with the following exception.

- A) by June 30th, the employee must have turned in a request, and received manager's approval, to use vacation time for that same fiscal year,

- B) then that vacation was subsequently cancelled by station management,
- C) the hours of requested vacation time can be carried over into the next fiscal year, provided the carry over is requested in writing, approved by the employee's supervisor and the general manager, and used within the first 90 days of the fiscal year.

**Section 3.** Probationary employees are ineligible to use vacation leave until they have completed their probationary period. At the beginning of the 1991 fiscal year (October 1, 1990-September 30, 1991) and every fiscal year thereafter, the Station will allocate vacation hours to each employee based on the employee's length of service and the number of hours worked each week.

Upon termination of employment for any reason, the Station will adjust the employee's final paycheck for the difference between the amounts of vacation hours used compared to the prorated share earned. For those employees who have a balance of unused accumulated vacation hours as of September 30, 1990, the Station will pay for those hours upon termination of employment. If such employee uses more than the vacation hours allocated to him each year, then the excess amount taken during the year will reduce the balance of unused accumulated vacation hours. No employee will be allowed to take more at one time than earned in a fiscal year. Vacation pay will be computed on the basis of the employee's regular equivalent hourly rate at the time the vacation is taken or paid.

**Section 4.** It is likely that the Station will be able to permit the employee to take his earned vacation during the time period he requests, and the Station will make every effort to comply with the employee's wishes. Naturally, the efficiency of the department and the

needs of the Station come first, and the Station reserves the right to set the time when vacations may be taken.

If it is impractical for a number of employees to take requested vacation during the same time period, employees will be given preference on a "first come, first served" basis. Later employees will be requested to schedule their vacation for another time. Employees should notify their immediate supervisor of their chosen vacation period as soon as practical. The employee's request may be made by filling out the Request for Vacation form and giving it to the Personnel department for processing.

**Section 5.** If a holiday occurs during an employee's vacation, that day will be treated as a holiday rather than a vacation day.

## **ARTICLE XV**

### **Holidays**

**Section 1.** The Station shall recognize a minimum of nine (9) paid holidays per year: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve Day. For such days, a regular full-time employee shall receive eight (8) hours of regular hourly rate of pay. For regular part-time employees, refer to Article XI, Section 2a. 1 and 2 for the determination of eligible hours of pay.

**Section 2.** If it is necessary for an employee to work during a holiday, he shall receive regular pay plus one and one-half (1.5) times his hourly rate of pay for that day. Temporary employees who work master control during a holiday will received pay at the rate of two and a half (2.5) times their hourly rate of pay. If Christmas Eve, Christmas Day, New Year's Eve, New Year's Day actually fall on a weekend and KLRU grants additional days off during

the week for such holidays, the employee will receive holiday pay only if they work the actual holiday on the weekend.

**Section 3.** In addition to the nine (9) holidays named in Section 1, employees will receive four (4) paid personal holidays per year to be taken at the employee's discretion and with the supervisor's approval. Employees hired after the beginning of the fiscal year will be awarded one floating holiday for every full quarter remaining in the year after completion of their probationary period. If an employee is required to work on Easter Sunday, he shall be paid one and one-half (1.5) times the employee's hourly rate of pay.

**Section 4.** If an employee is on leave of absence (other than medical or funeral leave) when a holiday falls, he will not receive holiday pay for that holiday.

## **ARTICLE XVI**

### **Group Insurance**

During the term of this Agreement, regular full-time and regular part-time employees will be covered by the Station's group insurance, which the Station may, from time to time modify or amend at its discretion. All regular employees who work a minimum of thirty (30) hours each week are eligible the first of the month following their hire date, unless the Station negotiates with its insurance carrier for coverage of employees who work less than thirty (30) hours per week.

Notwithstanding the foregoing, the Station will provide the same level of group insurance benefits to the Union as provided by the Station to its non-organized employees.

## **ARTICLE XVII**

### **Retirement Program**

**Section 1.** During the term of this Agreement, regular employees covered by this Agreement will be covered by the Station retirement program. A copy of the retirement

plan will be maintained by the Station in its offices for the purposes of inspection by any Union representative or employee of the Station during regular business hours, Monday through Friday. The Station will annually notify employees of the status of the plan and the respective employee's rights or interest, if any, in such plan.

**Section 2.** During the term of this Agreement, the annual level of contribution shall be four percent (47c) of employee's fiscal year annual gross base wages plus an additional three percent (37c) annually, if matched by the employee effective October 1, 2014.

If the station increases the non-elective or matching percentage during the term of this contract, it will provide no less than the same level of annual employer funded and matching contributions to the bargaining unit employees as provided by the Station to its non bargaining unit employees.

## **ARTICLE XVIII**

### **Flexible Employee Benefit Plan**

Commonly referred to as a "Cafeteria Plan," defined under the Section 125 of the Internal Revenue Code, it permits employees to use pre-tax dollars to pay all or a portion of benefit costs through salary redirection agreements. Regular employees who are scheduled to work at least thirty (30) hours per week will be able to participate following one year regular service. The Plan Year will be the twelve-month period commencing October 1 and ending September 30 each year.

## ARTICLE XIX

### Crew Makeup

**Section 1.** On productions contracted for in whole or in part by the Station, the same shall be staffed by qualified employees. Realizing, however, the contractual commitment of the Station with the University of Texas to share facilities and provide "equal access" and to maintain maximum educational opportunities for students involved in internship programs at both undergraduate and graduate levels of the University, the Station may assign interns, work-study students and volunteers as it determines are required to meet its obligations to the University and to the community. However, the Station agrees it will not use such persons for the purpose of reducing the number of employees in the bargaining unit.

**Section 2.** On productions contracted for in whole or in part by The University of Texas initiated through the office of the Director of Communications, the same shall be staffed according to the directives of the University, provided, however, that the Station hereby agrees to request that the University staff its productions with bargaining unit employees to the extent possible.

## ARTICLE XX

### Wages

**Section 1.** Wage rates are minimums only, with the Station reserving at its sole discretion the right to compensate an employee at a higher rate of pay than called for herein. A regular employee will be paid one hourly rate approved by the Station.

**Section 2.** The initial determination of the hourly rate of pay for regular bargaining unit employees shall be and is the exclusive right of the Station. Employees classified as regular full-time or regular part-time, regardless of experience, will receive a minimum hourly rate as follows below effective the first pay period after the signing of this Agreement.

Production Assistant	\$13.00
Camera Operator	\$13.00
Engineering Operator	\$13.00
Engineering Maintenance	\$19.00

**Section 3.** Temporary bargaining unit employees will receive compensation based on the division of work performed as defined in Article V, Section 7C. The following minimum hourly rates of pay shall apply for employees classified as temporary:

Production Assistant	\$15.00
Camera Operator	\$15.00
Engineering Operator	\$15.00

For Special Projects, all temporary employees shall be paid the rate negotiated for in Article V, Seniority, Section 9, all other work will be paid at the current hourly rate of pay.

**Section 4.** Employees classified as non-probationary regular (full-time or part-time), or temporary will receive the following wage increases:

- A. Effective October 1, 2014), there will be an increase of three 3% (not counting adjustments to salaries, merit increases or the like, consistent with the past practices of the parties).
- B. For the fiscal year beginning October 1, 2015, there will be an increase of three 3% (not counting adjustments to salaries, merit increases or the like, consistent with the past practices of the parties).



C. For the fiscal year beginning October 1, 2016, there will be an increase of two 2% (not counting adjustments to salaries, merit increases or the like, consistent with the past practices of the parties).

D. If the station is able to give a greater across the board increase to the non-bargaining unit employees than the across the board increases outlined in the above subsections, the station will provide the same level of across the board increase to its bargaining unit employees.

**Section 5.** The Union may negotiate a special rate for training of temporary employees where such training is compensable time. Once the temporary employee can carry out work assignments independently, the appropriate rate of pay will apply.

**Section 6.** Regular full-time and part-time employees shall receive the same level of across the board bonus, if any, given to non-bargaining unit employees. The manner of payment and the amount of such bonuses is at the sole discretion of the Station.

**Section 7. Dues Deduction.** The Station agrees, subject to the provisions hereof, to deduct Union dues and initiation fees from the wages of the employees so authorizing the same in the manner and at such time as agreed between the parties. The Union agrees to furnish to the Station authorizations duly signed by the employees so authorizing the deduction and properly witnessed. The check off authorization shall read as provided in Appendix C hereto.

**Section 8.** The Union shall certify to the Station in writing each month a list of such employees who have made such assignments, together with an itemized statement of the initiation fees or dues to be deducted from the pay of such employees and the Station agrees to deduct in the amount so certified in respect to each such employee from the first paycheck

of such employee following the receipt by the Station of such certification or statement. Such remittance shall be made to the Union in one lump sum within 30 days after said deduction is made.

**Section 9.** The Union agrees to indemnify and hold the Station harmless against any and all claims, demands, suits, costs, and/or other forms of liability and expenses, including costs and reasonable attorneys fees that shall arise out of or by reason of any action taken or not taken by the Station for the purpose of complying with any provisions of this dues deduction Article or in reliance upon any list or notice of assignment furnished by the Union under this proVISION.

**Section 10.** The Union agrees to pay the Station, upon receipt of invoice from the Station, a fee for such dues deductions in the amount of the actual cost of such account handling as reasonable determined by the Station plus a two (2%) percent handling fee. Failure of the Union to pay this amount shall render the Station's obligation under this provision voidable.

## **ARTICLE XXI**

### **Jury Duty**

The Station agrees that should a regular full-time or regular part-time employee be called and/or selected for jury duty, it will pay such employee the amount which such employee would have earned had he worked, provided he presents documentation from the court of days served or waited. Such pay to be paid for each day the employee actually serves as a juror or is waiting subject to the orders of the Court. Payment under this Section shall be made on the pay day of the pay period following the termination of such jury service.

## ARTICLE XXII

### Hours of Work

**Section 1.** Forty (40) hours shall constitute a basic work week. All work actually performed in excess of forty (40) hours in any one work week shall be paid for at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay. Employees cannot work overtime hours unless they are unable to terminate their work or have received advance authorization by their supervisor. The work week shall start Sunday at 12:01 a.m. and run through the following Saturday at 12:00 Midnight. Overtime hours will never be paid for hours paid but not worked. Overtime will not be paid for non-worked hours, as in benefit hours.

**Section 2.** The official work schedule for each work week, Sunday through Sunday, shall be posted no later than 5:00p.m., the Wednesday four (4) days before such schedule takes effect. Whenever possible the following Sunday of the work schedule from 12:01 a.m. to 12:00 midnight will be added to the posted schedule.

**Section 3.** All employees shall be granted a fifteen (15) minute rest period with pay at approximately every two and one-half hours of continuous uninterrupted work.

**Section 4.** All employees shall be allowed an unpaid meal break.

A. The standard meal break shall be no less than one (1) hour in duration and will be taken off the clock no more than five (5) hours and fifteen (15) minutes from the beginning of the shift, or after the fifth hour and fifteenth minute from the last meal break.

B. In the event that the meal break cannot be taken within the time described, the employee must notify his/her supervisor prior to five (5) hours and fifteen (15)

minutes after the beginning of their shift or their last meal break that the meal break will be taken "on the clock" during the remaining shift.

- 1) **If**, due to the nature of the work involved, management cannot allow a one (1) hour "on the clock" meal break prior to shift's end. the employee will be granted a missed meal compensation of one (1) hour of straight time pay within that same pay period for every missed standard meal break. which shall not count toward any overtime provisions.
- C. If management provides a nutritious meal, with a break of at least thirty-five (35) minutes, a missed meal compensation will not apply.
- D. Regular full-time and part-time employees may request in writing that he/she be allowed to take an unpaid meal break of up to thirty (30) minutes.
- 1) The request must be approved in writing by Production and Operations management and Human Resources must have received a copy of the written approval.
  - 2) Once approved, the employee will retain the option to take the shortened unpaid break on an ongoing basis.
  - 3) Management reserves the right to schedule meal breaks of no greater than one (1) hour duration as necessary to fulfill scheduling requirements of productions or master control/videotape shifts, where voluntary shortened meal breaks may not be possible.

**Section 5.** It is the policy of the station that employees will not be required to work or scheduled to work two (2) consecutive shifts in which the turnaround time is or may be less than ten (10) hours. If an employee wishes to accept an assignment in which the turnaround time is less than ten (10) hours, he or she must positively affirm his/her acceptance of this in writing to the scheduling supervisor. If it appears that an assignment will result in a turnaround time that is less than ten (10) hours, the Operations Manager will notify affected employees and/or affected employees will notify the Operations Manager. If any crew members are required to work a shift with a turnaround time that is less than ten (10) hours,

the hours worked in the shift following the 10 hour turnaround period will be paid at a rate of one and one-half (1.5) times the affected employees' hourly rate. All such situations must be approved by the Operations Manager or person delegated such responsibility by the Operations Manager. All work performed in excess of ten (10) hours in any one workday shall be paid for at the standard overtime rate of one and one-half (1-1/2) times the employee's hourly rate of pay. The Station and the Union agree that, in the event that the payroll system cannot automatically process overtime pay for work over ten hours in a day, negotiations will be re-opened on this issue only.

**Section 6.** All hours worked by an employee on a sixth (or more) consecutive calendar day shall be paid for at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay.

**Section 7.** All hours worked by an employee between 12:30 a.m. and 6 a.m. shall be paid at the employee's regular hourly rate of pay plus TWO AND NO/100 Dollars (\$2.00) per hour . .

**Section 8.** Force Majeure. The Station shall be released from some payment of wages, as specified below, in the case of cancellation of a production due to circumstances beyond the Station's control including cancellation by the artist or any other cause of the cancellation of a planned production.

- A) If the cancelled production was a client production for which the Station receives payment regardless of cancellation, scheduled staff will receive full payment.
- B) If the Station notifies scheduled temporary staff, in accordance with Article V/ Section 7, more than 48 hours before scheduled clock-in time for a

production cancelled as described, no payment will be made to scheduled staff.

C) If the Station notifies scheduled temporary staff, in accordance with Article V/ Section 7, 48 hours or less before scheduled clock-in time for a production cancelled as described, scheduled staff will receive five (5) hours of pay at the rate agreed on for the production.

D) Regular full-time and part-time employees will be paid for all time scheduled..

**Section 9.** When a temporary employee has been hired to replace a regular employee who is on sick leave and the regular employee has notified the Station of his intent to return to work the next day, the Station may notify the temporary employee of cancellation of that assignment up until 3:15 p.m. on the calendar date immediately preceding the date to be worked without obligation to pay the temporary employee for those hours scheduled.

**Section 10.** With the exception of training and performance of light maintenance assignments, a temporary employee assigned to fill a vacancy, whether temporary or permanent, shall receive the rate of pay of the position he is filling if said rate of pay is higher than his normal rate. A regular employee assigned to fill a vacancy in the bargaining unit, whether temporary or permanent, shall receive the rate of pay of the position he is filling after the second consecutive day of reassignment if said rate of pay is higher than his existing rate of pay, other than for training or light maintenance. The method of payment for this reassignment is as follows:

A) Divide the employee's current rate of pay by the minimum probationary rate in the employee's regular job category.

- B) Multiply the result by the minimum probationary rate of the category to which the employee is reassigned.
- C) Any employee assigned to fill a vacancy, whether temporary or permanent, in a lower paying category shall suffer no reduction in his normal rate of pay during such assignment.

**Section 11.** The Station may reassign employees to other duties during the same scheduled hours. In such case, however, the temporary employee may decline the reassignment of duties, choosing not to work and not to be paid for the originally scheduled hours. The temporary employee will receive the same rate of pay for either the originally scheduled duties or the reassigned duties, whichever is higher. A temporary employee may not decline an incidental reassignment (e.g., an assignment of approximately fifteen (15) minutes). There shall be no adjustment of pay rates for such incidental assignments.

Temporary employees may decline to work in the following cases:

- A) After ten (10) hours of work on any given day;
- B) After forty (40) hours of work in any given work week;
- C) On a sixth or more consecutive calendar day;
- D) On any day following a turn-around time of less than ten (10) hours from the previous day;

Temporary employees shall receive a minimum of five (5) hours pay on any day worked. Regular full-time and part-time employees shall receive a minimum of five (5) hours pay on any day worked.

It shall be a grievable offense for a supervisor or manager to impose scheduling obligations on bargaining unit members that, individually or collectively, are inconsistent

with the past practice of the parties and the nature of the business. Inconsistent with past practices shall be defined as evidence that the supervisor was making such assignments for punitive or harassing reasons, or that the schedule proposed was so inconsistent with past practice as to be an obvious departure.

Any violation of this section shall be subject to expedited arbitration, defined as being presented to a neutral arbitrator within two weeks of the grievance, if not otherwise resolved. The prevailing party shall be awarded all costs and fees

ARTICLE XXIII

Employment Terminations

Section 1. Payment of termination allowance: All regular full-time and part-time employees shall receive a termination allowance as outlined in Section 2 only when the termination is involuntary (except for termination for misconduct as defined by the TWC) and involuntary lay-offs.

Section 2. Amount of Termination Allowance: Termination allowance shall be as follows:

- Up to and including five (5) years net credited service ..... 1 weeks pay
- Over five (5) years credited service.....2 weeks pay

ARTICLE XXIV Miscellaneous

Working Conditions

Section 1. All employees will receive a copy of each pay check showing period ending, total hours at straight-time and overtime, taxable earnings, all deductions and net pay amount. The Station will pay temporary, regular full-time and part-time employees before the end of their Friday shift for work performed the previous two weeks, if their approved



time card is received by 10:00 a.m. every Tuesday. All employees can elect to have their paychecks automatically deposited into an approved financial institution.

**Section 2.** Should a shortfall appear in an employee's payroll check, the Station shall investigate it and, if found to be true, shall as soon as possible issue another check to make up the difference between the shortfall and the amount to which the employee is actually entitled.

If regular employees are required to attend Station meetings outside the scheduled daily or weekly work hours, such time will be considered as time worked.

**Section 3.** The Union shall designate three (3) members to constitute its Bargaining Committee for purposes of collective bargaining with the Station. These employees shall be paid for attending collective bargaining sessions with the Station at their regular rate per hour.

## **ARTICLE XXV**

### **Severability**

The provisions of this Agreement are deemed to be severable to the extent that, if and when a court of last resort adjudges any provisions of this Agreement in its application between the Union and the Station to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions of this Agreement shall continue in full force and effect.

## **ARTICLE XXVI**

### **Notice of Closing**

The Station agrees to notify the employees concerned at the earliest possible moment that it decides to close the Station.

## ARTICLE XXVII

### Scope of Agreement

**Section 1.** This Agreement supersedes all prior agreements, commitments, and practices, whether oral or written, between the Station and the Union, and between the Station and any of the covered employees and expresses and includes all obligations and restrictions imposed on the Station and the Union.

**Section 2.** In reaching this Agreement, the parties hereto have fully exercised and complied with any and all obligations to bargain and have fully considered and explored all subjects and matters in any way material to the relationship between the parties. In negotiating and consummating this Agreement, all matters concerning which parties could contract have been considered and disposed.

**Section 3.** Any practice of the Station in the past, not specifically set out herein, is expressly eliminated as a subject for bargaining and, during the life of this Agreement, may not be raised for further bargaining or negotiation.

**Section 4.** It is specifically understood and agreed by the parties hereto, that if, during the term of duration of this Agreement, the Union, a party to this Agreement agrees to any collective bargaining agreement with any other station, firm, corporation or association wherein the terms of such agreement are in any way less than any of the terms as provided for in this Agreement, the lesser term as provided in such agreement shall then be substituted for the particular provision in this Agreement to which it applied.

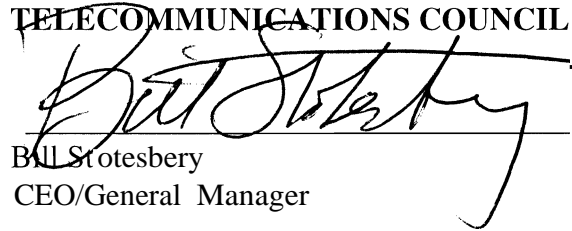
**Section 5.** This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendment agreed upon shall be reduced to writing and signed by the parties hereto.

## **ARTICLE XXVIII**


### **Term**

This Agreement shall be in full force and effect from (new effective date) through September 30, 2017 and shall continue in full force and effect from year to year thereafter unless either party, no later than May 1, 2017, gives notice in writing to the other party of its desire to terminate the Agreement. If notice is given, both parties will agree to begin the negotiation process no later than June 1, 2017.

**CAPITAL OF TEXAS PUBLIC  
TELECOMMUNICATIONS COUNCIL**

  
\_\_\_\_\_  
Bill Stotesbery  
CEO/General Manager

**COMMUNICATIONS WORKERS  
OF AMERICA**

  
\_\_\_\_\_  
Seth Hutchinson  
Organizing Coordinator - CWA/Local 6186

\_\_\_\_\_  
Melanie Blackman  
Human Resources Director

Bargaining Committee Member

  
\_\_\_\_\_  
Jay Malecki  
Bargaining Committee Member

**APPENDIX "A"**  
**Example of Notification Process**

Week A, Friday afternoon	Production and Engineering Management issues announcements to bargaining unit members with the Station's work needs for Week C.
Week B, Monday by noon	Temps contact station to declare availability for Week C.
Week B, Tuesday morning	Production meeting.
Week B, Tuesday afternoon	The Operation Manager makes schedule and contacts temps to offer work for Week C.
Week B, Wednesday by noon	Deadline for temps to notify Station accepting work.
Week B, Wednesday, 5 p.m.	Schedule posted for Week C.

When a production falls on a Sunday, the Operations Manager will ask for availability the week prior (crewing Saturday and Sunday together).

## **APPENDIX "B" Station Rules and Regulations**

People who have worked together a long time realize that one person's misconduct may harm all the rest, and they expect certain standards to be set up and followed. For your guidance, the following is a partial list of offenses and violations which are considered against the interest of the Station and its employees. Violations are classified as follows:

### **1. First Degree:**

- a. Racial, religious, sexist, ageist or ethnic slurs, jokes, or remarks.
- b. Any form of harassment: sexual, verbal, or physical.
- c. Theft, abuse, or deliberate destruction or defacing of property belonging to the Station, the State of Texas, or your fellow employees.
- d. Possessing, using, or being under the influence of alcohol, narcotics, or any mind-altering agent, chemical, or drug on station premises. (If you are taking medicine which could prevent you from being fully alert, notify your supervisor before starting work.)
- e. Attempting to coerce an employee to join or resign from an employee association or organization by means of threats, intimidation, or abusive conduct.
- f. Falsifying Station records, such as programming logs, employment applications, questionnaires, clock cards, time sheets, inventory records, etc., or the reason for your absence from work.
- g. Discourteous or abusive conduct toward members of the public when you are representing the Station.
- h. Revealing confidential Station information without authorization,

including Station plans or records.

1. Fighting or gambling in any form on Station premises.
- J. Knowingly punching or completing another employee's time card or time report.
- k. Tampering with or using fire equipment for purposes other than fire prevention.
1. Commission of any crime on Station premises.
- m. Possession of weapons or explosive materials on Station premises that are prohibited by Texas law or regulation, or in violation of any rule of the University of Texas or rules for State facilities. Any firearm that is to be used as a prop in a production must have been unloaded and rendered inoperative before it is brought onto the premises.

**2. Second Degree:**

- a. Leaving work during working hours without permission.
- b. Carelessness or negligence which results in the destruction or damage of Station or State property, or endangers life or property.
- c. Violation of the Station's rules governing solicitation and distributions.
- d. Participation in horseplay or practical jokes, or disorderly conduct of any kind while on Station premises or on Station business, including the use of abusive, profane, or threatening language or conduct.
- e. Failure or refusal to follow Station policy or rules, or reasonable instruction of supervisors.

**3. Third Degree:**

- a. Excessive absenteeism and tardiness.
- b. Sleeping or wasting time on the job.
- c. Careless or inefficient performance of duties, including failure to maintain proper standards of work performance.
- d. Malicious gossip or false accusation which tends to destroy friendly relations between the station and its employees or between employees.
- e. Failure or refusal to cooperate with fellow workers.
- f. Repetitive or persistent pattern of errors in work time reporting; failure to properly document work and leave hours.

It is not possible to list all rules of conduct. As far as possible, the Station tries to avoid unnecessary restrictions on your personal conduct. In the event of a violation of a rule, fair and just consideration will be given to all of the circumstances, including the employee's past records with the Station.

**Discipline Procedure**

The following guidelines for regular and temporary employees will be used in imposing disciplinary action for violation of Station rules. Specific disciplinary measures may vary with the particular circumstances involved.

<u>Type of Offense</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>
First Degree	Discharge		
Second Degree	First Written Warning/Probation	Suspension/Discharge	
Third Degree	First Written Warning	Second Written Warning/Probation	Suspension/ Discharge



Written warnings are intended to inform the employee of the exact nature of his offense. to inform him of what will happen if he fails to improve. and to give him the time and opportunity to correct problems or deficiencies.

An employee who is subject to disciplinary procedures will receive a copy of the discipline procedure. An employee who receives a written warning will be required to acknowledge receipt of the warnmg immediately by slgnmg the warnmg. The employee's signature on a warning does not mean that the employee admits to any wrongdoing - it only indicates that he has been notified. If an employee disagrees with the warnmg, the employee should sign the receipt "under protest" and may pursue the "Grievance Procedure."

An employee who is placed on disciplinary probation may be suspended or discharged if he commits another offense during the disciplinary probation period. Disciplinary probation shall not exceed three months. Suspension shall not exceed two calendar \weeks. Where an employee's failure to meet efficiency or quality standards is unintentional, such failure shall be treated as a "third degree" offense, except that the employee will be counseled and instructed by his supervisor in the proper performance of his job as the first step. before resorting to the other steps of the disciplinary procedure.

**APPENDIX "B-1" Production**  
**Assistant Job Description**

**General Description**

- Assigned to producers and/or directors as needed in order to perform highly technical duties in film/television related program productions and post production.
- Perform all related station duties as assigned, including but not limited to technical director, electronic graphics operator, and videotape editor.
- Operates various equipment such as lights, TV cameras, microphone booms, camera crane, video switcher, lighting patch panel, and lighting control console.
- Functions as floor manager, camera operator, crew chief, and assistant director managing other production and engineering assistants.
- Builds scenery, maintains studio and shop facilities.

**Other Duties:**

- Assists in storing props, costumes, scripts, records, and tapes.
- May train Production Assistants and interns on proper TV/Film techniques.

**Equipment Operated:**

- TV cameras
- Microphone booms
- Camera crane
- Video switcher
- Lighting patch panel
- Lighting control console

**Essential Skills, Knowledge, Abilities:**

- High School diploma or GED
- Knowledge of television production equipment is required including ability to monitor audio and video quality.
- Must be able to competently perform grip and lighting work and operate television studio and location equipment.
- Strong communications skills necessary to interact with other departments and the community.

**Working Conditions:**

- Variable work hours due to production schedule.
- Works closely with employees, customers, and general public.
- Exert up to 10 lbs of force 30% of time and for negligible amount of force 50% of time.

## **APPENDIX "B-2"** **Operators**

### **General Description**

Operators perform specific duties related to the front Panel controls of video, audio, and RF equipment. Operator will be expected to do minor maintenance.

### **Examples of Work Performed**

Turn on transmitter with remote control. Switch breaks in programming. Load videotape and set up for playback or record. Set up microphones and adjust audio controls. Other related Station duties as assigned.

### **Supervision Received**

Respective supervisor and/or chief engineer.

### **Education Required**

AAS in Electrical Technology, General class FCC Radio/Telephone license.

### **Skills-Required**

Must be able to operate front panel controls of video and audio equipment. Basic knowledge of electronic circuit theory is helpful.

### **Unusual Working Conditions**

Hours will vary, electrical shock hazard may be present in some equipment.

**APPENDIX "B-3"**  
**Electronic Maintenance Technicians**

**General Description**

Maintenance technicians perform installation, repairs, internal set-up, routine maintenance and modification of video, audio, and RF equipment. Maintenance technicians will be expected to do some operational duties.

**Examples of Work Performed**

Install new equipment and check for quality control. Troubleshoot broken equipment and effect repairs at the component level. Perform routine maintenance procedures as outlined in equipment manuals. Install modifications of equipment as per service bulletins. Other related Station duties as assigned.

**Supervision Received**

Respective supervisor and/or Chief Engineer.

**Education Required**

FCC General Class License. Specialized courses in video and audio equipment.

**Skills Required**

Must be able to use standard electronic repair tools. Must be able to read schematic diagrams.

**Unusual Working Conditions**

Hours will vary; electrical shock hazard may be present in some equipment.

**APPENDIX "C"**  
**Dues Deduction**

I, \_\_\_\_\_ an employee of Capital of Texas telecommunications Council hereby authorize and direct my employer to deduct from my wages and pay to Local 6186, Communications Workers of America, an amount equal to the dues established by the Union. This authorization is voluntarily made in order to pay my share of the Union's cost of representing me for the purpose of collective bargaining, and is conditioned on my membership in the Union. I am free to withdraw this authorization at any time, effective upon notice to the Union.

This authorization shall remain in effect until I give written notice to the Union and the Station of my desire to withdraw this authorization.

Name: \_\_\_\_\_

**Date:**-----

\_\_\_\_\_  
Witness

