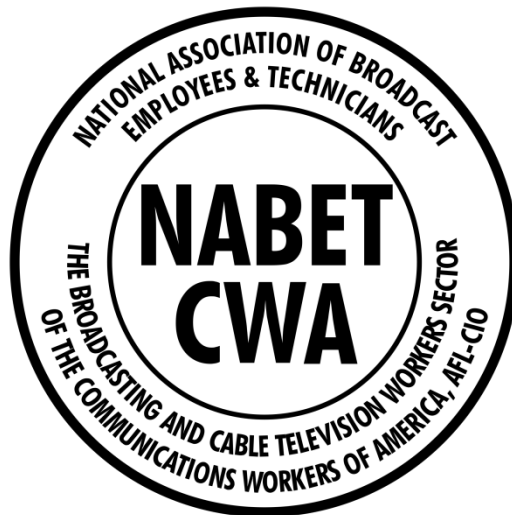


***NABET-KQED INC.
MASTER AGREEMENT
2021-2025***



MASTER AGREEMENT

between

**KQED INC.
AND
NABET-CWA, AFL-CIO**

**October 18, 2021 to October 19, 2025
(with Appendices)**

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AGREEMENTS

BETWEEN THE NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS-CWA, AFL-CIO, (NABET or the "Union") and KQED INC. ("KQED" or "the Employer").

These Agreements are made effective as of August 6, 2018 and between KQED Inc., hereinafter referred to as "KQED" or "the Employer" or its successors, lessees, or assigns, and the National Association of Broadcast Employees and Technicians-CWA, affiliated with the AFL-CIO, hereinafter referred to as NABET or the "Union," or its successors, on behalf of the Units described in the Appendices hereto which are hereby incorporated herein for all purposes.

These Units are:

- A. FM Radio
- B. Utility Maintenance Employees
- G. TV Engineers
- H. Mailroom and PBX
- I. Membership Clerical
- K. Design Department

It is the policy, intent and purpose of both the Employer and the Union to support the principles of equal employment opportunity by complying with applicable laws which prohibit discrimination in employment on account of race or color; ancestry or national origin; religion or creed; age; disability; sex or gender (including pregnancy, childbirth, breastfeeding or related medical conditions); sexual orientation; gender identity or gender expression; medical condition; genetic information; marital status; and, military or veteran status.

ARTICLE 1 - SCOPE OF REPRESENTATION

- 1.1 The scope of representation and exclusions are set forth for each Unit under the applicable Appendix.

ARTICLE 2 - DURATION OF AGREEMENTS

- 2.1 These Agreements and the Appendices thereto shall remain in full force and effect from October 18, 2021 until 11:59 p.m., October 19, 2025.

ARTICLE 3 - AGREEMENTS AND APPENDICES

- 3.1 It is the intent and purpose to set forth herein the basic collective bargaining agreements between the parties in two parts, as follows:
- 3.1.1 A Master Agreement covering those subjects which are uniformly applicable to substantially all the basic relationships and general conditions of employment including a procedure for prompt, equitable adjustment of grievances.
 - 3.1.2 An individual Appendix for each Unit, which will contain the description of each separate bargaining unit, the rates of pay and any unusual working conditions which have no general application. In the event of any conflict,

the provisions of the applicable Appendix shall prevail.

ARTICLE 4 - RECOGNITION AND WARRANTY

- 4.1 The Union represents and warrants that it represents for collective bargaining purposes all of the Employees of the Employer as described in the Appendices hereto, and the Employer recognizes the Union as the exclusive bargaining agent for all such Employees of the Employer.

ARTICLE 5 - EMPLOYER RIGHTS

- 5.1 The Employer shall retain all customary rights with respect to the management of the business, except as expressly abridged by any provisions of these Agreements.

ARTICLE 6 - FULL AND COMPLETE AGREEMENTS

- 6.1 These Agreements contain the full and complete agreements between the parties and cannot be changed or terminated orally; provided, however, that:
- 6.1.1 Past practices may only be used in relation to specific provisions of these Agreements to clarify, interpret or illustrate the meanings thereof;
 - 6.1.2 There shall be no waiver of these Agreements, temporary or otherwise, unless in writing and executed by both the Employer and the Local Union President or his/her designee.
 - 6.1.3 Should a situation arise during the term of these Agreements in which the Employer believes the Agreements adversely affect the Employer's ability effectively to compete, the Union agrees to meet with the Management and in good faith seek a modification of the Agreements which will facilitate such competition.

ARTICLE 7 - UNION MEMBERSHIP AND SECURITY

7.1 Conditions of Employment:

- 7.1.1 As a condition of employment, all Employees covered by these Agreements shall, within thirty-one (31) calendar days after the effective date of these Agreements, or in the case of new Employees, within thirty-one (31) calendar days after the date of hiring, become and remain members of the Union in good standing during the term of these Agreements.
- 7.1.2 The requirements of and for Union membership under this Article 7 as a condition of employment shall be effective only to the extent permitted by law.
- 7.1.3 After receiving a written notice from the Union, the Employer shall discharge, within three (3) working days in the case of Temporary Employees and within five (5) working days in the case of Regular Employees, any Employee who has failed to obtain or maintain membership in the Union, provided that the discharge is not in contravention of any law.

7.2 Union Business:

- 7.2.1 Bulletin Board: The Union is privileged to use bulletin boards at the Employer's work locations of Unit employees location for the posting and dissemination of

Union information.

7.2.2 Shop Stewards: The Union will notify the Employer in writing as to who have been elected as Shop Stewards.

7.2.3 Meetings with the Employer: When any Employee on duty is called to meet with the Employer representative in connection with any step of the grievance procedure prior to arbitration, no deduction from the Employee's regular wage shall be made by the Employer.

7.2.4 Employees required by the Union in Arbitration:

7.2.4.1 Provided that to the extent possible seven (7) days advance written notification is given by the Union to the Employer that the Union requires an Employee or Employees to participate in proceedings in arbitration, such Employee or Employees shall be released from duty. However, such Employees will not be paid for such time absent from duty, unless:

1. the Employee testifies as a witness at the arbitration; and
2. the grievance is sustained in the arbitrator's decision and provided further that the Employee shall not be paid more than four (4) hours straight-time for such time absent from duty.

7.2.4.2 In cases where, during the course of the arbitration, facts arise requiring an Employee, not contemplated to be part of the arbitration, as a witness then the Employer shall have the Employee released without loss of pay when this is possible without disruption to scheduled work activity.

7.2.5 Release Time for Negotiations: Two (2) Employees elected by the Union to serve as negotiators shall, upon sufficient advance notice to enable rescheduling without penalty to the Employer, be released from their work schedule to participate in negotiations and for up to one (1) week as required to prepare prior to the commencement of negotiations. Such Employees will be paid by the Employer a day's pay at their straight time rate for each day scheduled for negotiations with the Employer. Any negotiations scheduled with the Employer on the Employee's day off will be paid at his/her straight time rate for eight (8) hours, provided that the Employee shall not receive more than fifty-six (56) hours straight time pay total per week. The Employer will release these Employees without pay upon sufficient notice to enable rescheduling without penalty for time required to prepare for negotiations.

7.2.6 Leaves of Absence for Union Business: Upon request by the Union, no more than one (1) Employee from each Unit at any given time shall be granted a leave of absence to engage in Union business, without pay, except as provided in paragraph 7.2.7 and without loss of any seniority rights. Such requests shall be in writing and shall give at least seven (7) days advance notice. The maximum duration of any such leave shall be twenty-four (24) months, unless extended by mutual agreement between the parties.

7.2.7 Benefits for Union Leave: No more than two (2) Employees on Union Leave shall remain on the payroll and continue to accrue all rights and benefits except

in the case of employees participating in the arbitration process, which shall be unlimited. NABET will reimburse the Employer at the Employees' straight time rate. Additionally, in the case of an Employee whose Leave of Absence for Union Business exceeds twenty (20) hours in a work week NABET will reimburse the Employer, monthly for the actual amount paid by the Employer for statutory payroll costs of seven and sixty-five hundredths percent (7.65%), the cost of vacation and sick leave accrual, and pension contributions.

7.3 Picket Line:

7.3.1 The Employer will not assign, transfer or require Employees to go to any radio or television station, transmitter, studio or property to perform the duties of Employees who are on a sanctioned strike or originate a program or programs especially for such station. Employees shall not be required to directly transfer, transmit or pass through to any entity which is on strike, material intended solely and exclusively for the use of that entity.

7.3.2 No Employee under these Agreements shall be required to work on any premises where a strike is in progress nor to cross any picket line, provided that such strike or picket line is established as a result of a strike sanctioned by the Central Labor Council having jurisdiction in the area or, if the Union is not a party to the Central Labor Council, by the Building Trades Council or, by the International Union. This prohibition shall not apply where a common site situation exists and the Employer is not a party to the controversy and a separate gate has been lawfully established for unions not involved in the dispute to enter the premises of the common site nor in the performance of duties relative to coverage of the dispute in progress.

7.4 No Discrimination: The Employer will not discriminate against any Employee for anything said, written or done as a part of an Employee's Union activity.

7.5 Union Bug: The NABET seal with the words "NABET-CWA Local 51" shall be displayed in such a size so as to be clearly legible on home television screens as follows:

7.5.1 At least once between 6:00 a.m. and noon and once between 4:00 p.m. and midnight each day.

7.5.2 On the slate and credits of visual reproduction of KQED productions produced in conjunction with the KQED-TV Engineering Staff.

7.5.3 At the close of all films and other products produced by the KQED Film Employees Unit.

7.5.4 Graphic is to be furnished by the Union at its expense.

7.5.5 In the case of KQED-FM an audible affiliation announcement shall be broadcast at least once between 6:00 a.m. and noon and once between 4:00 p.m. and midnight each day.

7.6 Union Notification:

7.6.1 The Employer shall give the Union seven (7) days prior notice of opportunities for regular employment in the classifications covered by these Agreements.

7.6.2 The Employer shall notify the Union within fourteen (14) days when new

Employees have been hired in the classifications covered by these Agreements, together with their names, addresses, social security numbers, personal email addresses, and phone numbers.

7.7 Dues Check-Off:

7.7.1 Upon receipt of duly executed assignments in the form set forth herein below, the Employer will remit monthly to the Union the monies deducted pursuant to such assignments, together with a written statement of the names of Employees for whom deductions were made.

7.7.2 Check off form:

KQED INC. - NABET CHECK-OFF AUTHORIZATION

NAME _____
(Please Print)

DEPARTMENT _____

SOC. SEC. NO. _____

I hereby authorize KQED Inc. to deduct from my wages a sum equal to eight percent (8%) of my gross pay for my NABET initiation fee of \$_____ until the fee is paid in full.

Further, I hereby authorize KQED Inc. to deduct biweekly from my wages a sum equal to two and twenty-five hundredths percent (2.25%) of my total earnings for the previous biweekly period including all overtime and penalty payments on account of membership dues in NABET-CWA. The sums thus to be deducted are hereby assigned by me to the National Association of Broadcast Employees and Technicians-CWA and are to be remitted by KQED Inc. to the Local Union.

I submit this authorization and assignment with the understanding that it will be effective and irrevocable for a period of one (1) year from this date, or up to the termination date of the current collective bargaining agreement between KQED Inc. and NABET whichever occurs sooner.

This authorization and assignment shall continue in full force and effect for yearly periods beyond the irrevocable period set forth above and each subsequent yearly period shall be similarly irrevocable unless revoked by me within ten (10) days prior to the expiration of any irrevocable period hereof. Such revocation shall be effected by written notice by registered mail to KQED Inc. and the Union within such ten (10) day period.

Signature

Date

National Association of Broadcast Employees and Technicians-CWA, Local 51
240 2nd Street, Suite 220
San Francisco, California 95105
415-389-3160

7.7.3 The Union will hold the Employer harmless against any claim or obligation which may be made by any person by reason of the deduction of Union dues, including the cost of defending against any such claim or obligation.

ARTICLE 8 - FIDELITY BOND

- 8.1 Employees shall not be required to furnish any form of fidelity bond as a condition of employment.

ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION

- 9.1 Any dispute or grievance concerning the interpretation, application or enforcement of these Agreements shall be settled and determined exclusively by the grievance and arbitration procedure contained in this Agreement.

- 9.2 Step 1. Should a dispute become known to the Union, the Shop Steward shall discuss the issue with the appropriate Supervisor. The Supervisor shall respond in a timely manner to the Shop Steward, normally within three (3) days after the issue is initially discussed.

Step 2. If the dispute is not resolved in the first step, a grievance shall be delivered to the Employer's head of Labor Relations within thirty (30) days after the circumstances giving rise to the Grievance were known to the Union. Representatives of the Employer and the Union shall meet to discuss and attempt to resolve the grievance at a time mutually convenient to all parties, but in no event more than thirty-seven (37) days after the grievance has been filed unless the parties agree otherwise.

- 9.3 All grievances shall be in writing and shall set forth the facts giving rise to the grievance, as well as the applicable part of the Agreement upon which the grieving party relies.
- 9.4 The Union may have two (2) designated Employees to represent the Union for all grievance meetings held between the Union and the Employer after a grievance has been filed.
- 9.5 The Employer will pay the two (2) Union Employees at their rate of pay for the time spent in the meetings. In the event the grievance meeting is scheduled on overtime, the Employees' overtime rate will be paid (if applicable). Additional Employees, present at such meetings for discussion of Unit grievances will suffer no loss of compensation.
- 9.6 Step 3. A grievance may be referred to arbitration if the parties are unable to resolve the grievance during the grievance meeting process. To refer a grievance to arbitration, a party shall send a written notice to the other party by electronic mail no later than ten (10) working days after the grievance meeting, except in the case of discharge, when the notice shall be sent within five (5) working days.

The parties will then have sixty (60) days from the date the notice was sent to select a mutually agreeable arbitrator. At any time during the sixty (60) day period, the party seeking arbitration may request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS).

If the parties do not select an arbitrator within the sixty (60) day period, the party seeking arbitration shall request within five (5) working days from the end of the sixty-day period a panel from the FMCS and provide notice of the request to the other party.

The Parties will have ten (10) working days from receipt of the FMCS list to select an arbitrator.

The grievance will be deemed waived without precedent if the procedures set out in Section 9.6 above are not followed, unless otherwise agreed in writing.

- 9.7 Each party will bear its own expense in carrying out the provisions of these Agreements, but will share equally the expenses of the arbitrator (excluding court reporter costs). The arbitration shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service.
- 9.8 The arbitrator's decision shall be final and binding upon the parties, and the parties will comply with any decisions by an arbitrator within five (5) working days after the award is made.
- 9.9 In no event shall an arbitrator have the right to modify, amend, alter, add to, or subtract from the terms of these Agreements.
- 9.10 All time limits specified in this section may be extended or waived only upon written agreement of the parties. A waiver of any of the time limits specified in this section for a particular grievance shall not constitute a waiver of those time limits for other grievances.
- 9.11 If any adjustment of a grievance is decided in any of the steps including arbitration, no retroactive monetary adjustments or award shall exceed the period beginning two (2) years prior to the filing of the grievance at Step 2.

ARTICLE 10 - NO STRIKE

- 10.1 The Employees will not engage in nor will the Union cause or sanction members of the bargaining units to cause or take part in any strike (including sit-downs, stay-ins, slow-downs, or any other stoppage of work) against the Employer during the life of this Agreement.

ARTICLE 11 - VACATIONS

11.1 Vacation Preference:

11.1.1 Vacation preference within each Unit shall be determined by seniority within the Unit. Vacation selection in each Unit will continue as heretofore except as agreed otherwise in any Appendix.

11.1.2 By mutual agreement between the Employer and NABET, the vacation selection process described in Letter of Understanding #3 may be applied in Units other than G.

- 11.2 Vacation Year Accrual: For purposes of vacation credit accrual only the vacation year shall run from September 1 to August 31.

- 11.3 Vacation Accrual: All Regular and Part-time Regular Employees will accrue credit for vacation (pro rata in the case of Part-time Regular Employees) with pay based on the following schedule:

1st vacation accrual year prorated 3.08 hours per pay period (equivalent to

from date of hire	two (2) weeks of vacation for a full year of employment
2 nd vacation accrual year	3.08 hours per pay period (equivalent to two (2) weeks of vacation for a full year of employment)
3 rd -9 th vacation accrual year	4.62 hours per pay period (equivalent to three (3) weeks of vacation for a full year of employment)
10 th -15 th vacation accrual year	6.16 hours per pay period (equivalent to four (4) weeks of vacation for a full year of employment)
16 th and subsequent accrual year	7.70 hours per pay period (equivalent to five (5) weeks of vacation for a full year of employment)

11.4 Vacation Eligibility:

11.4.1 During the First Vacation Year: Regular and Part-time Regular Employees during their first vacation year shall accrue vacation credit from the date of last hire until September 1 of that first vacation year on a prorated basis, and shall be eligible for a vacation of the accrued amount during the first vacation year, subject to 11.1 above. Any vacation credit earned but not used during the first vacation year shall be carried over to the second vacation year.

11.4.2 Subsequent Vacation Years:

11.4.2.1 Second Vacation Year: An Employee's second vacation year begins on the September 1st following the last date of hire and the Employee is entitled to take the full number of weeks of vacation, as outlined above, commencing on that date. However, the second year's vacation is not fully earned until the August 31 next following.

11.4.2.2 Third and Subsequent Vacation Years: An Employee's third vacation year begins on the second September 1st following the last date of hire, the fourth vacation year begins on the third September 1st following the last date of hire, and so forth in sequence, and eligibility to take that year's vacation commences on that same date, subject to 11.1 above and subject to the same provision as in 11.4.2.1 above with respect to vacations being fully earned.

11.4.2.3 At the employee's option, vacation may be carried over up to a maximum of two (2) weeks.

11.5 Vacation Accrual Cap:

Employees may accrue vacation from year-to-year up to a Vacation Accrual Cap of two (2) times their current annual vacation accrual as set forth in Section 11.3 and as relevant, the vacation days in lieu of holidays as set forth in Section 11.6.

- 11.5.1 Once the Vacation Accrual Cap is reached, an employee will not accrue any additional vacation until either (1) his/her vacation balance drops below the accrual cap or (2) the employee becomes eligible to earn additional vacation hours based upon years of service in accordance with Section 11.3.
- 11.5.2 Vacation Bank: If as of September 30, 2007 an Employee has accrued more than the amount of his/her then-entitled annual vacation accrual, the amount of vacation over his/her then-entitled annual accrual will be added to his/her Vacation Bank. No additional time will be added to the Vacation Bank after calculating the initial balance as of September 30, 2007. The amount of vacation remaining in the Vacation Bank when an employee terminates employment will be paid to the employee at his/her then-current pay rate.
- 11.5.3 Vacation hours used will be first deducted from the Employee's Vacation Accrual and only when Accrual reaches zero (0) hours shall hours be deducted from the employee's Vacation Bank. Employees who have exhausted their Vacation Accrual Balance and who have no hours in their Vacation Bank may not borrow unearned Vacation, but may request unpaid time.
- 11.6 Vacation in Lieu of Holidays: Provided such holidays occur during their employment, Regular and Part-time Regular Employees shall also be entitled to one (1) day additional vacation with pay in lieu of each of the following holidays:
- Martin Luther King Jr.'s Birthday
 - Presidents' Day
 - Memorial Day
 - Juneteenth
 - Veterans Day
 - Friday after Thanksgiving
 - Christmas Eve
 - Floating holiday
- 11.7 Prorated Vacation Pay upon Termination: When any Regular or Part-time Regular Employee is laid off or discharged, or resigns, payment shall be made on a prorated basis for any vacation earned but not taken.
- 11.8 Vacation Starting Day: Vacation shall start following an Employee's regularly scheduled days off.
- 11.9 Recall from Vacation: No Employee shall be required to return to duty for any reason during that Employee's vacation period.
- 11.10 Split Vacation: Subject to 11.1 above, an Employee may elect to split a vacation period. No Employee shall be compelled to take split vacation.
- 11.11 Vacation Pay Prior to Vacation: If the Employee so requests two (2) weeks prior to the start of a vacation, the regular pay for the time to be spent on vacation shall be paid to the Employee during the workweek prior to the start of the vacation.

ARTICLE 12 - ON-AIR CREDIT

- 12.1 Employees who make significant contributions to productions of the Employer shall receive appropriate on-air credits. The frequency, length and manner of such credit shall be at the discretion of the Employer.

ARTICLE 13 - HOLIDAYS

- 13.1 All work performed on Christmas Day, New Year's Day, Independence Day, Labor Day and Thanksgiving shall be compensated for at the rate of triple time. Temporary Employees shall receive double time for all work performed on Presidents' Day, Memorial Day, Veterans Day, Christmas Eve, Martin Luther King Jr.'s Birthday and the Friday after Thanksgiving.
- 13.2 If any of the aforementioned holidays fall on a Regular or Part-time Regular Employee's regular day off the Employee shall be given an additional day off consecutive with regular days off within the succeeding twelve (12) month period. If one of said holidays falls within an Employee's vacation one (1) additional day shall be added to the vacation.

ARTICLE 14 - SEVERANCE PAY

- 14.1 Any Regular Employee who is laid off by the Employer after one (1) continuous year of employment in which at least ninety (90) days were worked shall receive five (5) weeks of severance pay at their regular rate of pay. Employees with more than five (5) years of continuous employment in which at least ninety (90) days were worked, shall receive five (5) weeks plus one (1) week of pay at their regular rate for each year thereafter. Any one severance pay out shall not exceed twenty (20) weeks' pay.
- 14.2 In the event of more than one layoff, an Employee shall not be entitled to multiple severance pay for any one (1) year of employment.
- 14.3 In the event of discharge for just cause there shall be no severance pay, subject to an arbitrator's decision to the contrary.
- 14.4 Severance pay for Regular Part-time Employees shall be prorated based on their regular part-time workweek.
- 14.5 Severance pay for Employees who have worked a combination of full-time and part-time shall be based on the number of years worked at full-time as well as, on a prorated basis, the number of years worked at part-time.

ARTICLE 15 - SICK LEAVE

- 15.1 Temporary Illness: Any Regular Employee compelled to be absent because of pregnancy, postpartum maternity leave, illness or disability of him/herself, spouse, child, stepchild, parent, step-parent, grandparent, sibling, domestic partner or dependent shall receive accrued sick pay. Absence necessitated by the illness or disability of another family member shall be considered by the Employer on a case by case basis. Sick leave shall accrue at the rate of three and eight one-hundredths (3.08) hours for each eighty (80) straight time hours paid. Employees may accrue up to seven hundred twenty (720) hours paid sick leave benefit. For any sick leave accumulated beyond seven hundred twenty (720) hours the employee may elect, after the last pay period each August, to accrue fifty percent (50%) or receive a "good health" bonus of fifty percent (50%) of the value at his/her straight time rate. One hundred percent (100%) of the accrued sick leave shall be paid upon retirement from the Employer. For purposes of this article, pregnancy, postpartum maternity leave and emergency childcare shall be treated as illness. Temporary Employees shall receive prorated sick leave sixty (60) calendar days after the first day of work. Annually, beginning December 1, 2018, the Employer shall provide each Employee (Regular and Temporary) under

this contract with a report of their sick leave balances if not already specified on their pay stub. Temporary employees who have averaged 180 hours per year over the prior 3 years shall have the option to request payment of up to 40 hours of their accrued but unused sick after the last pay period in December. Payments will be made no later than the second pay period in January.

15.1.1 A domestic partner must meet the following criteria. A written affidavit attesting to the following conditions may be required.

1. The partner must have been residing with an Employee for at least six (6) consecutive months.
2. Neither party is married.
3. The parties are not blood relatives as defined by California marriage codes.
4. The parties are each other's sole domestic partner and intend to be partners indefinitely. They are responsible for a common welfare, including financial welfare.

15.2 Integration with Worker's or Disability Compensation Insurance: During any period of paid sick or disability leave the Employer may deduct from the employee's pay an amount equal to the amount received by the employee from Workers' Compensation or Disability Insurance or Paid Family Leave (PFL) administered by the Employment Development Department of the State of California so that an employee shall receive combined sick leave and disability benefits equal to the employee's regular pay.

15.3 Employees on Workers' Compensation shall earn sick leave and vacation based on scheduled regular hours prior to their injuries.

15.4 Extended Illness: Any Regular or Part-time Regular Employee requiring an Extended Leave of Absence due to ill health shall be entitled to a leave of absence without pay but without loss of seniority rights up to a maximum of three (3) years for work related illness authenticated by a Workers' Compensation carrier or state disability authority, or one (1) year for other illness. A medical doctor's certificate may be required as a condition for granting such leave. Any cost of such authentication or certification shall be borne by the Employer.

15.5 Chapter 12W and Chapter 14 of the San Francisco Administrative Code:

NABET agrees that the negotiated rate of twenty-seven and five-tenths percent (27.5%) as described and agreed in Article 21.2.3 and 21.2.4 of the Master Agreement is in lieu of benefits. NABET waives the provisions of Chapter 12 W of the SF Administrative Code (Sick Leave). The health care contributions of a minimum of six percent (6%) of pre-tax earnings as outlined in Section 17.2 of the CBA (Collective Bargaining Agreement) will be counted as part or all of the Employer's contribution otherwise required under the SF Administrative Code, Chapter 14. No deduction will be made if an employee executes a voluntary waiver form in accordance with the SF Administrative Code, Chapter 14, certifying that employee has health coverage provided by another employer so that the Employer's contributions for that employee are not necessary.

ARTICLE 16 - LEAVES OF ABSENCE

16.1 Emergency Leave:

16.1.1 Any Regular or Part-time Regular Employee shall receive upon request an Emergency Leave not to exceed three (3) days to attend to an unforeseen situation requiring immediate attention for which sick leave is not available.

16.1.2 Emergency Leave for up to three (3) days, in four (4) hour increments, in any one year (pay period 1 (first in January) through pay period 26 (last in December), shall be with pay and without loss of other rights and privileges accruing under the provisions of these Agreements. Emergency Leave beyond three (3) days shall be regarded as Vacation or Unpaid Leave.

16.2 Ordinary Leave:

16.2.1 A Regular or Part-time Regular Employee shall be granted one (1) Leave of Absence in a twenty-four (24) month period for good reason presented to the Employer in writing not less than four (4) weeks before such leave is to take effect. Such Leaves of Absence shall be for not longer than ninety (90) days. In extraordinary circumstances, an Employee shall receive an intermittent leave of absence without pay to care for a terminally or critically ill immediate family member or domestic partner or to attend to parental matters such as childbirth or infancy if it would not impair operations. This type of leave shall be limited to ninety (90) working days. More frequent leaves shall be granted by mutual agreement.

16.2.2 The Employer shall not be required to grant Leaves of Absence to more than one (1) Employee in any one (1) Unit at any one (1) time if such grant would impair operations.

16.2.3 By mutual agreement between the Employer and an Employee an Ordinary leave of Absence may be extended up to one (1) year, except that the Employee shall not accumulate seniority beyond six (6) months.

16.3 Military Leaves:

16.3.1 Any Regular or Part-time Regular Employee who shall enter or who has entered the Armed Forces of the United States shall, upon discharge from such services, be granted such reemployment rights as are provided for in such statutes or governmental regulations as may at that time be applicable.

16.3.2 In the event any Regular or Part-time Regular Employee who is a reserve member of any branch of the Armed Forces is required to report for any annual active duty period, Leave of Absence shall be granted for that period. The Employer shall pay the difference in pay between that which the Employee would normally receive and any monies received while on active duty; however, this shall be limited to no more than two (2) weeks of such leave.

16.4 Jury Duty:

16.4.1 In the event a Regular or Part-time Regular Employee is subpoenaed to testify as a witness or is required to serve on a jury of any court of law or equity, there shall be no loss of compensation, but such Employee shall be paid the regular amount of compensation for the period of service less any amount paid in

consideration of such jury service or witness appearance.

16.5 Family and Medical Leave (including Pregnancy/Childbirth Disability Leave):

16.5.1 The Employer will comply with the federal Family and Medical Leave Act, the California Family Rights Act and the pregnancy/childbirth disability leave provision of California Government Code Section 12945 (the Acts). Nothing in these Agreements shall be construed as limiting the rights of Employees provided under the Acts.

16.5.2 All leaves taken as provided in these Agreements shall be administered in accordance with these Agreements where appropriate and, where appropriate, with the Acts. Leaves under these Agreements shall run concurrently where the leaves are also covered by the Acts. If these Agreements provide greater benefits than the Acts, the provisions of these Agreements shall prevail.

16.5.3 San Francisco's Paid Parental Leave Ordinance: Parental Leave shall be administered in accordance with this Ordinance, the Acts as well as other applicable laws. The Employer may require the Employee to apply up to five (5) days of an employee's accrued, unused vacation time toward the paid leave.

ARTICLE 17 - GROUP INSURANCE AND RETIREMENT

17.1 Employees covered by these Agreements may participate in the group insurance and retirement programs of the Employer under the same terms, rates and conditions of eligibility as may be provided at any time for all other Employees of the Employer. If the Employer wishes to make any changes in the current health, dental, pension, disability or life insurance benefits: a) Union representatives will be consulted prior to making any such changes; and b) after such consultation, the Employer may make changes at its discretion provided that the aggregate amount the Employer contributes to these plans will be no less than ten and nine-tenths percent (10.9%) of the bargaining unit base payroll at the time of the proposed change.

17.2 Employees entitled to additional compensation provided for in Article 21.2.3 of this Agreement shall participate in the Entertainment Industry Flex Plan, or its successor, which complies with all applicable provisions of law and regulations thereunder, including, but not limited to Section 302(C) of the Labor Management Relations Act of 1947, as amended and Sections 401, et seq., and 501, et seq., of the Internal Revenue Code, thereby qualifying such funds as exempt trusts and permitting the Employer to deduct its contributions thereto, in the amount of six percent (6 %) of pre-tax earnings. In addition, the Employer will allow Employees voluntarily to make additional pre-tax contributions to such plan.

Employees entitled to additional compensation provided for in Article 21.2.3 of this Agreement may participate in the Entertainment Industry 401k plan, or its successor, which complies with all applicable provisions of law and regulations thereunder, including, but not limited to Section 302(C) of the Labor Management Relations Act of 1947, as amended and Sections 401, et seq., and 501, et seq., of the Internal Revenue Code, thereby qualifying such funds as exempt trusts. The Employer agrees to allow Employees to authorize payroll deductions to such plan on a pre-tax basis in accordance with the plan provisions.

ARTICLE 18 - TRAVEL MEANS AND ALLOWANCE

18.1 Travel Allowances: The Employer agrees to reimburse each Employee for actual, incidental, reasonable and necessary expenses incurred and authorized by the Employer in connection with the Employee's duties away from The Employer's normal place of business.

18.1.1 Employees traveling on distant location in connection with the Employer's duties away from the Employer's normal place of business shall receive seventy-five dollars (\$75.00) for meals. In the unusual case in which an Employee incurs reasonable and necessary expenses in excess of the per diem allowance, the Employee shall submit a statement of such expenses for payment. Meals supplied by the Employer shall be deducted from this allowance, at the rate of one-quarter (1/4) of the per diem for breakfast or lunch and one-half (1/2) of the per-diem for dinner.

18.2 Transportation Allowance:

18.2.1 Furnished by the Employer: If an Employee is required by the Employer to work or carry out duties at more than one place in the same day, the Employer shall furnish transportation or pay the allowance set forth in 18.2.3, below.

18.2.2 Overnight Accommodations: When Employees are required to stay overnight away from home due to out-of-town assignments, the Employer will provide single rooms at first class hotels or equivalent accommodations when available.

18.2.3 Furnished by the Employee:

18.2.3.1 Compensation at the rate allowed by the Internal Revenue Service with a minimum of ten (10) miles for each working day involved shall be allowed an Employee for using an automobile, with the consent of the Employer in executing the business of the Employer, except that in no event shall an Employee, receive mileage or credit for time worked for travel between home and offices, studios or other facilities owned, rented or leased by the Employer.

18.2.3.1 An Employee may not be required to use the Employee's private automobile.

18.2.4 Collision or Upset: If, while an Employee uses an automobile on an Employer assignment on which the use of the automobile was specifically authorized by the Employer, such automobile is damaged by collision or upset or other cause, the Employer will either:

18.2.4.1 if the automobile is not otherwise insured against such damage, reimburse the Employee to the extent of the actual cost of repairing such automobile or the actual cash value of the automobile, whichever is the lesser, or

18.2.4.2 if such automobile is otherwise insured against such damage, reimburse the Employee to the extent of the amount of any deductible imposed by the insurance carrier in the settlement of the claim.

18.2.5 Definition of Automobile: Wherever used in the Article, the term "automobile" shall be defined as any land motor vehicle (excluding trailers) designed for travel on public roads.

18.3 Remote Meals: When appropriate on remote broadcasts or productions, the Employer may supply meals to be served on location. Employees will be informed in advance of the Employer's plans for such meals. Employees not wishing to accept such service will receive compensation of thirty-seven dollars (\$37.00) and, increasing one dollar (\$1.00) on each October 1 thereafter in lieu thereof, provided that the Employee informs the Employer in advance.

18.4 Reimbursement: Travel allowances and other expenses under 18.2 hereof shall be reimbursed within two (2) weeks after such expenses are reported to the Employer on suitable voucher forms.

ARTICLE 19 - SUBCONTRACTING AND THE EMPLOYER AS FISCAL AGENT

19.1 For purposes of this Article the term "subcontracting" shall be deemed to include circumstances wherein the Employer acts as a fiscal agent or administrative funnel. There shall be no subcontracting out of work of a nature that has normally and customarily been performed by Employees covered by these Agreements, except as specifically provided in the Appendices hereto or,

19.1.1 Provided that the subcontracting of work or production shall in no way operate to displace Employees covered by these Agreements or to diminish their future prospects of employment and the Employer notifies the Union of its subcontracting plans.

ARTICLE 20 - LEASING OUT OF PRODUCTION FACILITIES AND EQUIPMENT

20.1 Provided that this Article shall not be used to diminish the work normally performed by Employees covered hereunder, the Employer may lease out its production facilities, and/or equipment to other entities whenever not in use.

ARTICLE 21 - EMPLOYMENT STATUS

21.1 Definitions of Employment:

21.1.1 Probationary Employee: An Employee, other than a Temporary Employee, shall be on probationary status for ninety (90) calendar days per week and who has completed a probationary period. A Probationary Employee may be discharged at the sole discretion of the Employer.

21.1.2 Regular Employee: An Employee hired to work at least forty (40) hours.

21.1.3 Part-time Regular Employees: An Employee hired to work less than forty (40) hours per week and who has completed a probationary period.

21.1.4 Temporary Employees: An Employee hired (1) for the purpose of relieving staff members who are absent due to illness, Leaves of Absence of any kind, or vacation; and (2) an Employee hired to augment the staff to meet requirements that may be occasioned by increased workloads or any other conditions that may create short term staffing needs.

21.1.5 Part-time Temporary Employees: An Employee hired to work less than forty (40) hours per week for a limited duration for purposes described in 21.1.4 above.

21.1.6 Pay seniority determines the Employee's place on the escalator and indicates the Employee's anniversary date for pay purposes. In determining the pay seniority of a new Employee, the Employer will consider the Employee's previous experience and will discuss the Employee's place on the escalator with the Union within fourteen (14) days after his or her employment. For pay seniority purposes, newly hired Employees will be given fifty percent (50%) credit for previous similar experience. Similar experience means performance of comparable tasks at a comparable level in a paid, volunteer or student capacity for broadcast or non-broadcast entities. The Employer will advise applicants of this contract provision in writing.

Employees already on the payroll will have their pay seniority increased on the appropriate anniversaries. Employees other than Regular Full-time Employees will have their pay seniority reviewed on their anniversary date and be given one hundred percent (100%) credit for similar Employer experience and fifty percent (50%) credit for any outside similar experience. The Employer, at its discretion, may further advance the Employee's pay seniority.

21.2 Temporary Employees:

21.2.1 Notwithstanding any other provision in these Agreements, upon completion of 2160 hours of service over a rolling 24 month period, an employee shall obtain priority hiring rights.

A priority hiring list shall be maintained by KQED, and employees will be organized by unit and job function (e.g., FM Engineer, A/O, Operating Technician; Utility Maintenance, Custodial; Maintenance, Production, Post-Production, Master Control...). KQED and NABET will agree on a job function classification when an employee obtains priority hiring rights.

When KQED has a temporary employment need, they shall consult the priority hiring list and offer employment to the most senior person on the list, if any. Employees on the priority hire list have 1 hour to accept or decline an offer of temporary employment communicated by email or mobile phone during normal working hours before KQED can move the next employee on the list, or after contacting all on the priority hiring list, to anyone in the temporary employee pool. If an employee declines an offer of temporary employment 12 times in a 12 month period, they will lose their priority rights but will remain eligible for work. An employee may be bought off the priority hiring list upon negotiated agreement between the employee, NABET, and KQED. If an employee is not hired in a 24 month period due to lack of need, they lose their priority rights but will remain eligible for work.

Sick leave is accrued per Article 15.1 of the Master Agreement. Temporary employees who have attained priority hiring rights will accrue vacation hours as they work.

Any temporary employee who receives benefits paid for by KQED (e.g., a retiree under the Rule of 80, or SF Healthy plan participant, 403(b) plan participant) shall not also be paid the 27.5% premium payment in lieu of benefits when working as a temporary employee under these Agreements. It is

understood that the benefits paid for by KQED shall include medical care, dental and vision coverage. 403(b) participation and matching shall continue per the terms of that plan for earnings under the KQED-NABET Contract if the individual has previously/separately qualified to participate.

21.2.2 In 24 months following a layoff, opportunities to work shall be first offered to laid off regular employees, then temporary employees with priority hiring rights, then temporary employees without priority hiring rights.

21.2.3 After backing out coverage for all vacation hours, if KQED uses 2160 hours or more in a particular job function in a fiscal year, KQED and NABET shall meet and confer no later than October 31 of the new fiscal year to discuss whether the hours worked were due to seasonal/occasional needs or ongoing needs. Hours accrued by wiring specialists for the Mariposa remodel and move will not be counted toward the creation of regular role.

If the parties agree that a regular role shall be created, KQED shall post for the position and begin recruiting immediately. If the position is not filled by February 1, then it must be filled from the list of temporary employees who have attained priority hiring rights.

21.3 Part-time Employees, Other Conditions:

21.3.1 Part-time Employees will be paid on a prorated basis, according to classification, for hours worked.

21.3.2 Part-time Employees will receive experience credit for escalation on the appropriate wage schedule prorated according to hours worked.

21.3.3 Regular Part-time Employees will work a minimum of twenty (20) hours and will be entitled to vacations and leave of the same duration as Regular Full-time Employees; however, vacation and severance pay shall be prorated according to time worked.

ARTICLE 22 - DISCIPLINE

22.1 Notice or Pay in Lieu Thereof: An Employee discharged for just cause shall not be entitled to notice or pay in lieu thereof.

22.2 Just Cause: The Employer shall have the right to discharge any Employee for just cause. "Just cause" is stated to be a flexible concept related to the facts of a particular case, with no predetermined formula applicable to all cases.

The Union and Employees recognize the rights of the Employer to make reasonable work assignments. It is understood the Employer recognizes and will adhere to the concept of progressive discipline and will apply steps as appropriate in each case. Discipline may be in the form of a verbal reprimand, a written reprimand entered into the Employee's personnel file, a suspension without pay, or a discharge.

22.2.1 The Employer shall furnish each Employee and the Union with a copy of any document, which may negatively affect the Employee's continued employment inserted into his/her official personnel file on the date on which it was inserted.

22.2.2 Material relating to disciplinary actions in an Employee's personnel file which has been in the file for longer than three (3) years shall be removed provided

the Employee has not been the subject of disciplinary action since the date of such prior action.

ARTICLE 23 - SENIORITY

23.1 General Provisions:

23.1.1 Applications: Seniority shall apply to layoffs, recalls from layoff and vacation preference within a Unit.

23.1.2 Computations:

23.1.2.1 Seniority shall be computed from an Employee's first date of hire unless there has been an intervening resignation or break in service due to layoff of more than twenty-four (24) months, in either of which events seniority shall be computed from the date rehired following such resignation or following any break in service due to layoff of more than twenty-four (24) months. An Employee will not accrue credit for seniority for time on layoff or, for Ordinary Leave time in excess of six (6) months per leave; but an Employee shall receive seniority credit for Emergency, Military or Union Business Leave periods, for Ordinary Leave, and for Sick Leave in accordance with Article 15.4.

23.1.2.2 When two (2) or more Employees are hired on the same day in the same Unit, lots shall be drawn in the presence of the Unit Steward, within one (1) week, to determine the order of seniority.

23.1.3 An Employee assigned to work outside of the scope of these Agreements shall be considered as though on Ordinary Leave, for purposes of seniority, from the Unit to which regularly assigned.

23.1.4 An Employee who accepts a supervisory or management position outside of the scope of these Agreements shall be deemed to have resigned for purposes of seniority.

23.2 Layoffs:

23.2.1 If layoffs are to be confined solely to Temporary Employees, the Employer shall have the absolute right of selection among such Employees.

23.2.2 If a layoff involves Temporary, Probationary, and Regular Employees, all Temporary and Probationary Employees shall be laid off first and then Regular Employees shall be laid off in inverse order of seniority within the Unit being reduced.

23.3 Resignation: Any Employee who voluntarily terminates employment with the Employer shall forfeit all seniority and recall rights.

23.4 Recall Rights:

23.4.1 When Employees are hired within any of the Units covered by these Agreements, the Employer shall notify the Union and shall rehire, in order of their seniority within the Unit, Regular Employees who had been laid off within

the twenty-four (24) months preceding.

23.4.2 It shall be the responsibility of the laid-off Employees to keep the Employer informed as to correct and current addresses, email address and mobile telephone numbers.

23.4.3 A laid-off Employee shall have five (5) days from personal receipt to respond to a letter offering Regular employment delivered in person or by express or first class mail (return receipt requested). If such offer is for employment as a Regular Employee, an Employee who has been laid off for more than twelve (12) months and who fails to accept such offer shall be deemed to have waived all recall rights. An offer for a position as a Temporary Employee may be communicated by email or mobile phone and the laid-off Employee will have twenty-four (24) hours to accept or decline the offer. Acceptance or declination of such offer shall not affect recall rights except as provided in Section 23.4.1.

23.4.4 In the event of an unpredictable or emergency situation only, the Employer may, after notification to the Union, recall by telephone in order of seniority.

23.4.5 Notwithstanding anything to the contrary in these Agreements, including the Appendices, when the Employer recalls Employees from layoff, the following shall apply:

23.4.5.1 Laid off Regular Employees, when recalled to a temporary assignment, shall not be paid overtime for work on scheduled days off or on lay-off days unless they have completed forty (40) hours of work in a workweek or unless the daily overtime provisions apply.

23.4.5.2 The Employer shall not be required to recall from layoff an Employee who has had less than a six (6) hour turnaround from the previous shift.

23.5 TV Engineers Shop Steward: For purposes of layoff only, the Employee designated by the Union as TV Engineers Shop Steward shall have top seniority. Only one (1) Employee may be thus designated at one time.

ARTICLE 24 - AUTOMATION AND TECHNOLOGICAL CHANGE

24.1 It is the general intent of this Agreement to provide covered Employees with adequate wages, working conditions and job security, while at the same time enabling the Employer to conduct efficient and economical operations. To this end it is hereby stated as a part of this Agreement that unless specifically prohibited in any of the Appendices hereto, the Employer shall have the right to automate any operations; provided, however, that no Employee on the employment rolls of the Employer on October 1, 2003, or before, shall be laid off or have their work diminished on account of automation of any functions within the Unit within which employed; provided further that nothing in this Article shall be construed to prohibit the Employer from laying off Employees because of program curtailment or provable economic necessity.

24.2 The Employer recognizes the value of a well-trained workforce. During the term of this Agreement, the Employer will consult with the Union regarding training needs. The Employer and NABET encourage employees under this Agreement to improve their skills and knowledge by every means available. The Employer will provide necessary training on all new technology using the Employer's equipment and facilities or at

appropriate outside facilities consistent with operational considerations. In addition, when practical and feasible the Employer agrees to make available production equipment it may own for use by the Union for its Training and Upgrading programs for the Employer's Employees. The Union shall take full responsibility for the good order and proper use of such equipment. The support of training shall not constitute any commitment to upgrade or transfer any employee or to give any employee rights to employment opportunities greater than those expressly set forth in any provision of this Agreement. The selection of training programs and the individuals selected to receive the training shall be at the discretion of the Employer.

ARTICLE 25 - COST OF LIVING ADJUSTMENT

- 25.1 Each wage on each schedule in the Appendices hereto shall, on October 24, 2006, be increased by one percent (1%) for each three percent (3%), if any, by which the Bureau of Labor Statistics, Urban Wage Earner and Clerical Worker Price Index for all items, United States City Average increases by more than eight percent (8%), rounded off to the nearest dollar, calculated on the base of the index issued for September 2005, compared with the index issued for September 2006, to a total maximum wage increase of eleven percent (11%). All wage schedules shall likewise be adjusted on October 24, 2007 based on any percentage increase of more than eight percent (8%) from the adjusted schedules effective October 24, 2006 from the base period of September 2005 to September 2006 to a total maximum wage increase of eleven percent (11%). All wage schedules shall likewise be adjusted on October 24, 2008 based on any percentage increase of more than eight percent (8%) from the adjusted schedules effective October 24, 2007 from base period of September 2006 to September 2007 to a total maximum wage increase of eleven percent (11%). All wage schedules shall likewise be adjusted on October 24, 2009 based on any percentage increase of more than eight percent (8%) from the adjusted schedules effective October 24, 2008 from base period of September 2008 to September 2009 to a total maximum wage increase of eleven percent (11%).

ARTICLE 26 - HOURS OF WORK

- 26.1 Workweek: A regular workweek is defined as consisting of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. The regular workweek begins at 12:01 a.m. Monday, and continues until 12:00 midnight the following Sunday.
- 26.1.1 With the individual Employee's consent, the Employer may schedule Employees to work a week of four (4) consecutive ten (10) hour days followed by three (3) consecutive days off.
- 26.2 Workday: A regular workday (work shift) is defined as consisting of not less than eight (8) hours in any workday [ten (10) hours in the case of a four (4) day workweek], which shall be computed by totaling the number of hours between the beginning and the end of an employee's assigned work shift including assigned meal periods.
- 26.2.1 Each eight (8) hour workday or ten (10) hour workday in the case of a four (4) day workweek shall include a thirty (30) minute paid meal period and two (2) fifteen (15) minute reasonably spaced rest periods. The meal and break time may be combined at the discretion of the Employer with the consent of the Employee.
- 26.3 Work Shift: A work shift starting any day and continuing into the following day shall be considered one (1) work shift attributed to the first (1st) day.
- 26.4 Shift Assignments: The parties recognize that the Employer has the right to schedule shifts. An Employee's request for another shift shall not be unreasonably denied.

ARTICLE 27 - DAYS OFF

- 27.1 Two (2) consecutive days off shall consist of twelve (12) hours plus forty-eight (48) hours for a total of sixty (60) hours.
- 27.2 Three (3) consecutive days off shall consist of twelve (12) hours plus seventy-two (72) hours for a total of eighty-four (84) hours.
- 27.3 In the event an Employee fails to receive a twelve (12) hour rest period between shifts, the Employee shall be additionally compensated at the rate of straight-time for the period by which the twelve (12) hour rest period is reduced, computed in quarter-hour increments.

ARTICLE 28 - OVERTIME WORK

- 28.1 Distribution: Overtime work shall be distributed equally among Employees qualified to perform the work. Each Unit wherein Employees work overtime shall maintain a roster or rosters showing the amount of overtime worked during the twelve (12) months past, and overtime work shall be offered first to the qualified Regular Employee who has worked the least overtime during the preceding twelve (12) months, and so forth.
- 28.2 Employees may be required to work overtime when working overtime is necessitated by circumstances over which the Employer has no control, is essential to meet prior commitments, or the urgency of an unpredictable situation permits no deferral.
- 28.3 Scheduled Overtime:
- 28.3.1 All scheduled overtime shall be discussed with the Shop Steward of the Unit concerned to attempt to avoid the necessity of such scheduling of overtime. If the Steward is able to suggest alternate schedules so as to reduce overtime without additional cost to the Employer, the Employer shall not unreasonably refuse to adopt such alternate schedules.
- 28.3.2 If the Employer has no alternative, without additional cost, to scheduling overtime, and if the scheduled work is necessary at the time scheduled, qualified Employees may be required to work, starting with the Employee with the least overtime in the preceding twelve (12) months.
- 28.4 Substitutes: An Employee required to work overtime under any of the above provisions may arrange with any other qualified and willing Employee to work the required overtime, subject to the Employer approval.
- 28.5 For purposes of calculating overtime pay, paid vacation time will not be counted as time worked if it occurs in the same workweek.

ARTICLE 29 - SAFETY AND COMFORT OF EMPLOYEES

- 29.1 Working Environment: Reasonable adequate provisions shall be made at all regular Employer locations for the safety and comfort of Employees, with facilities for the preparation and consumption of meals and the storage of food.
- 29.2 Hazardous Duty: Employees shall not be assigned to hazardous duty unless reasonably adequate safety precautions are taken by the Employer. Two (2) technically qualified persons, at least one (1) of whom shall be a TV Engineer hereunder, shall be present at any transmitter of the Employer whenever any Engineer

is required to perform work inside of the interlock compartments of such transmitter or other area where normal safety devices (e.g. cover plates, covers, lids, interlocks, etc.) must be opened, removed or defeated. No Employee shall be required to climb any structure or antenna tower over fifteen (15) feet in height. Should an Employee refuse duty because of hazard, jurisdiction shall be automatically waived for that occasion only.

29.3 FCC Rules and Regulations: No Employee will be assigned any duties which will be in conflict with the rules and regulations of the Federal Communications Commission or any duties which might result in suspension or cancellation of a license issued by that Agency.

29.4 VDT Protection: The Employer agrees to provide upon request an anti-glare screen and/or hood, and/or a wrist support and/or VuRyte or equivalent document holder for any video display terminal (VDT) used by any employee covered by this Agreement.

ARTICLE 30 - LENGTH OF SERVICE INCREASES

30.1 In all instances where prescribed pay increases based upon service credit are specified in the Appendices hereto, such increases shall become effective from the first day of the week in which the anniversary of the starting date of the increase occurs.

ARTICLE 31 - RECORD OF ANNUAL EARNINGS

31.1 The Employer shall furnish the Union with a record of the total annual earnings of all Employees covered by these Agreements.

ARTICLE 32 - SAVINGS CLAUSE

32.1 In the event that any provision of these Agreements should be found in contravention of law such provision shall become null and void but shall have no effect on the remaining provisions.

ARTICLE 33 - CO-PRODUCTION

33.1 In case of production in association with other production entities, only work for which the Employer is directly responsible shall be covered by this Agreement. The Employer agrees to make a good faith effort in each instance to maximize work opportunities for Unit Employees. As soon as a prospective co-production has been agreed to, but before the contract is signed, KQED will immediately make known to the Union in writing all details of such production.

ARTICLE 34 - COMPANY POLICY

34.1 The Parties agree that Employees covered under these Agreements are also subject to the rules and policies set forth in the Employer's Company Policy Guide for Employees, unless a provision conflicts with this Agreement, in which case the conflicting terms in this Agreement apply. The Employer shall give the Union no less than 30 days' notice to review proposed changes to the Policy Guide for Employees for comment and review prior to application to represented employees.

ARTICLE 35 – WAGE STATEMENTS

35.1 Effective January 1, 2014, the Employer shall furnish each employee with itemized electronic wage statements describing each deduction, including the type of deduction and the amount. Also, such statements shall show the inclusive dates for the pay period and shall detail the number of regular hours worked, overtime hours worked, if any, and each applicable penalty or premium being paid during the pay period. (e.g., shift differential holiday, vacation hours, sick time).

IN WITNESS WHEREOF, the parties hereto have caused this Master Agreement and its Unit Appendices between KQED Inc. and the National Association of Broadcast Employees and Technicians-CWA, AFL-CIO, to be signed and to become effective as of October 18, 2021.

NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS- CWA, AFL-CIO.


By:  Date: 10-6-2021
Carrie J. Biggs-Adams
President, NABET-CWA Local 51

KQED, Inc.

By:  Date: 11/10/21
Michael Isip
President and CEO, KQED, Inc.

By:  Date: 11/10/2021
Molly Jacob
Senior Labor and Employment
Counsel, KQED, Inc.

APPROVED:

By:  Date: 10/6/2021
Charles Braico
NABET-CWA Sector President

Letter of Understanding #1
between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED INC.

This will confirm our agreement and understanding to extend for the period of this agreement, an agreement and understanding reached as part of negotiations for a 1999-2002 NABET-KQED Agreement regarding an Extended Leave of Absence Program.

1. The program provides for six (6) months employment and six (6) months leave in each September 1 to August 31 year on a continuing basis for participants.
2. Participants must have seven (7) years seniority.
3. Employees apply to their supervisor by May 1 for the following September to August period.
4. In units with less than ten (10) Employees, one (1) Employee may participate in the program. In Units with more than ten (10) Employees, ten percent (10%) of the Employees may participate; this means that ten percent (10%) of the Employees on the seniority list including those laid off. The company may permit a larger number of Employees to participate but it is not required to do so.
5. An Employee already in the program has priority over others. Seniority prevails in selection if applications exceed the maximum number.
6. The Company determines the dates of the leave slot or slots and will announce them by June 1 for the following September to August period. Employees may withdraw from the program if the proposed slot is not acceptable.
7. Participants are paid at the beginning of the leave for any unused vacation and holiday pay prorated for time worked. During the period of employment, participants will earn vacation and holiday credits prorated for time actually worked.
8. Participants are eligible for sick leave during the employment period on the same basis as non-participating Employees.
9. Participants are not eligible for Ordinary Leave while on the program but are eligible for the other leaves; Jury Duty, Emergency Leave and Military Leave.
10. Participants are not eligible for severance pay or unemployment benefits when they go on leave.
11. Participants continue to accrue seniority while in the program.
12. Participants continue to be eligible for participation in the pension plan but neither KQED nor the Employee can make contributions during the leave portion of the program. Employees may elect to continue group insurance coverage by paying the full cost of the premium.

13. Employees may elect to withdraw from the program at any time during the work period. During the leave period, Employees may elect to withdraw from the program and shall be employed subject to seniority and job availability, provided also, that the Employee shall not acquire bumping privileges until the leave period expires.
14. Program participants who would have been affected by layoffs occurring during their leave period will cease to accrue seniority during the period of the layoff. Such participants will receive applicable severance pay in the event that the layoff period extends beyond the end of their leave period.

Letter of Understanding # 2
between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED Inc. (The Employer)

SCOPE OF UNIT

By this letter of understanding, NABET and the Employer acknowledge that their amendments to the 2006-2010 Master Agreement and appendices thereto, did not expand or diminish NABET's jurisdiction or the scope of the individual units. Specifically, the parties agreed to the changes to the "Scope of the Unit" sections of the appendices to the Master Agreement in order to accurately reflect the current scope of the units and to make these provisions more consistent throughout all the appendices.

Similarly, (1) changes to the 2006-2010 Master Agreement and appendices thereto to reflect the change in the Employer's name from KQED Inc. to Northern California Public Broadcasting, Inc. (NCPB) and (2) changes to the 2012-2016 Master Agreement and appendices thereto to reflect the change in the Employer's name From Northern California Public Broadcasting, Inc. to KQED Inc. only reflect the change in the employer's name and are not intended to expand or diminish NABET's jurisdiction.

Letter of Understanding #3
between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED INC.

VACATIONS

Vacation Preference:

In November of each year, the Union's Unit Vacation Committee and the KQED-TV Employer Management Committee shall meet and determine the number of Employees who may select vacation at any one time in the following year.

A vacation selection calendar shall be posted by the first week of December each year so that Employees may begin the selection process in accordance with this selection process.

Vacation preference within each group shall be determined by seniority within the group. The vacation rules are as follows:

1. Vacation period will start the first Monday of each calendar year.
2. Except for single vacation days, vacations must be taken in full weeks starting on Monday and ending on Sunday. There will be three rounds of vacation picks. Only one contiguous selection will be allowed per round of picks.
3. Vacation selection is initially limited to an Employee's annual vacation accrual. Excess vacation accrued may be selected on a space-available basis after all rounds of the selection process are concluded.
4. The vacation selection process will begin immediately following the posting of the calendar for each group. Employees shall select vacation in order of seniority. An individual may not hold up the selection process by delaying his/her choice for more than two (2) working days after being notified that they are next in rotation in the selection process. After these two (2) days, such an Employee may be by- passed. He/she may use the bypassed pick at any later time, but may not bump any previous picks by other Employees who have subsequently made their pick.
5. One vacation week may be reserved for use as five (5) single vacation days. The Employee must select this option at the time of his/her first pick.
6. Single days may be selected only on each designated line on the calendar. An Employee selecting more than three (3) days in a week must use the full week selection.
7. After the third round of vacation picks, Employees may request the scheduling of single vacation days in writing to the Union Vacation Committee and Management Committee. Except as provided in item eight (8), below, the request will be granted as soon as possible, but no later than five (5) days after the request is made unless there is a bona fide operational need that prevents the approval of such request.
8. Two (2) vacation days may be designated by the Employee as "mandatory vacation days." If an Employee requests "mandatory vacation day(s)" at least twelve (12) days prior to the date(s) being requested it shall be granted as soon as possible, but no later

than five (5) days after the request is made and provided there is at least one (1) open position available on the vacation calendar.

9. If an employee wants to change his/her vacation after it is posted, He/she must have written permission by both the Management Committee and the Union Vacation Committee. An Employee must submit a change request form for approval by a member of the Union Vacation Committee and the Management Committee as soon as possible, but no later than five (5) days after the request is made. A vacation selection may not be changed or cancelled by the Employee fewer than twelve (12) days prior to the vacation date(s) unless there is a bona fide emergency.

Letter of Understanding #4
between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED INC.

Eligible employees covered by the NABET-KQED Inc. Master Agreement participate in the KQED Inc. Tax Sheltered Annuity Plan (the "Plan"). KQED Inc. agrees that for the plan year beginning on January 1, 2014, KQED Inc. will increase the maximum amount of elective deferrals for which KQED Inc. will make matching contributions under the Plan from 3% to 5.5%. All other terms and eligibility requirements of the Plan remain in effect, including the requirement that participants must defer a minimum of 5.5% of monthly compensation to receive matching contributions. This increase in matching contributions will apply only to the 2014 plan year, but may be extended in subsequent plan years by agreement of the parties or in accordance with the terms of the Plan and the NABET-KQED Master Agreement, Section 17.1.

**FM RADIO UNIT APPENDIX
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ARTICLE A-1 - SCOPE OF UNIT

A-1.1 The Unit described herein shall consist of persons employed as Radio Announcer/Operators, FM Maintenance Engineers (defined as FM Lead Engineers and, FM Maintenance Engineers) and Operating Technicians to perform the duties described herein below, excluding all other employees and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE A-2 - DUTIES

A-2.1 Only Announcer/Operators or FM Engineers shall perform switching, control the remote transmitter, operate studio equipment for receiving radio programs, make program and transmitter log entries and record network programs.

A-2.1.1 Producers and associate producers may operate computing and audio devices in each control room for the purpose of in progress, production related off-air communication, so as not to distract the attention of the Operating Technician or Announcer Operator.

A-2.1.2 Non-Unit personnel will operate traffic-related software for creating and changing program logs and recording schedules, but not so as to infringe on the Union's jurisdiction.

A-2.2 Only Announcer/Operators shall perform live or recorded, on air control/combo operations.

A-2.3 Only Operating Technicians shall operate equipment for transmitting materials via artificial earth satellites or switched digital equipment and shall be present during such transmissions. Only Operating Technicians and Announcer/Operators shall operate equipment for receiving materials other than network programs. In the case of a bona fide emergency such duties may also be performed by FM Engineers, provided that such duties are not scheduled concurrently with duties enumerated in Section A-2.4.

A-2.3.1 Nothing shall be construed as limiting the ability of National Public Radio, or its successor, to operate radio uplink r.f. chain equipment for transmitting materials via artificial earth satellites from a remote location; provided that, this provision shall not reduce the work of Operating Technicians.

A-2.3.2 Announcer/Operators or Non-Unit personnel may operate switched digital equipment for transmission and reception; Such instances not to exceed two and one-half percent (2.5%) of the number of aggregate instances of use of satellite uplink and switched digital equipment in the prior calendar six-month period.

A-2.4 FM Maintenance Engineers shall maintain, repair and install radio broadcast, recording, and interconnect equipment and software at KQED-FM studio and transmitter premises; provided that routine equipment cleaning may be performed by Operating Technicians. It is understood that only Maintenance Engineers shall maintain, repair, and install software on equipment which is to be used for production and broadcast purposes by A-Unit represented Employees.

A-2.5 Only Operating Technicians shall perform mixing of programs and other audio

materials for local or network transmission or any other use. In the case of a bona fide emergency such duties may also be performed by Announcer/Operators and FM Engineers provided that such duties are not scheduled concurrently with duties enumerated in the preceding Sections.

A-2.6 Production of audio materials for television in the KQED-FM studios will be done by Employees of this Unit.

A-2.7 Only members of this Unit shall repair, maintain or perform work using any machinery, equipment, devices, or processes which replace, supplement or substitute for any machinery, equipment, devices or processes heretofore used.

ARTICLE A-3 - RESTRICTIONS

A-3.1 The Employer shall not reduce the Announcer/Operator staff on account of hiring FM Engineers or Operating Technicians nor shall the Employer replace Announcer/Operators with FM Engineers or Operating Technicians.

A-3.1.1 FM Engineers and Operating Technicians shall enjoy seniority on separate seniority lists applicable to their respective job classifications alone. The seniorities of FM Engineers and Operating Technicians shall not be related to the TV Engineers, nor to the Announcer/Operators.

A-3.2 A member of the Unit shall be present at all times to oversee all work performed on the Employer's premises by Non-Unit personnel for radio broadcast, networking and/or production.

A-3.2.1 Non-Unit personnel may operate production equipment on the Employer's premises provided that at least two (2) thirty (30) hour Operating Technicians shall be employed.

A-3.2.2 Non-Unit personnel may operate production equipment in satellite bureaus defined as a news bureau located other than at the KQED-FM main studios, provided Operating Technicians are employed at the main studio as follows:

- a. One (1) bureau – three (3) Operating Technicians (1 @ 20 hours; 2 @ 30 hours).
- b. Two (2) bureaus – two (2) full-time Operating Technicians and one part-time (at least 20 hours per week) Operating Technician.
- c. Three (3) bureaus – three full-time Operating Technicians.
- d. Four (4) or more bureaus – an additional twenty (20) hours per week shall be offered to Operating Technicians in order of seniority, for each additional satellite bureau.
- e. Conversely, with each satellite bureau that KQED-FM closes, the number of Operating Technician hours may be reduced by twenty (20) hours per week.

A-3.3 A member of the Unit will be assigned to all remotes where mixing is required

within one hundred (100) miles of the KQED-FM studios.

- A-3.4 In case of a bona fide emergency, involving the absence of an Announcer/Operator and consequent inability to cover the board and, if the Employer has attempted and failed to secure a replacement by contacting Employees on the Employer Announcer/Operator staff roster, the board may be temporarily manned first by an FM Engineer or Operating Technician and then by a member of management until a replacement can be found.
- A-3.5 TV Engineers may perform FM Maintenance work in cases of temporary absence of an FM Engineer such as vacation, leave or illness and to augment the FM Maintenance staff as needed.

ARTICLE A-4 - OTHER CONDITIONS

- A-4.1 The Employer shall furnish Employees of this Unit with keys to all rooms containing equipment with which the Employees perform their work.
- A-4.2 The Employer shall consult Announcer/Operators, Operating Technicians and FM Engineers regarding the design, implementation of production equipment and software, construction or modification of radio production and control rooms.
- A-4.3 Unit members shall not be required to read on-air material written in a way that implies or suggests a personal connection with any organization other than the Employer through the use of the first person pronouns: I, we, me, my, mine, or our.
- A-4.4 No KQED-FM program for which Announcer/Operators are responsible for content will be scheduled unless at least fifteen (15) minutes of compensated preparation time can be made available.
- A-4.5 Weekly work schedules for employees in this unit shall be posted no later than Wednesday at 5:00 p.m. preceding the workweek in question: provided however, this posting requirement shall not apply to work which was unknown to the Employer at the time of posting.
- A-4.6 Employees other than Announcer/Operators covered by this Appendix shall receive one (1) fifteen (15) minute rest period sensibly placed within each four (4) hour work period. Employees working more than five (5) hours in any one shift shall receive a meal period of one-half (1/2) hour within the fourth (4th) or fifth (5th) hour of such shift. Time spent eating while on duty shall be considered as time fully worked.
- A-4.6.1 In the event meal periods for Unit Employees other than Announcer/Operators must be scheduled outside the limits specified above, a penalty shall be due the Employee in the amount of additional straight-time per hour for the period of time by which the actual received meal period beginning time is advanced or shortened from the applicable established meal period time limits, computed in quarter-hour increments.
- A-4.7 An Operating Technician shall be scheduled to work at least fifteen (15) minutes following the conclusion of each transmission of program or other material when not scheduled to be relieved by another Operating Technician.

ARTICLE A-5 - PART-TIME EMPLOYEES

- A-5.1 Part-time Employees shall not be used to reduce the full-time Announcer/Operator staff below three (3).
- A-5.2 Temporary Employees shall not be used to reduce the Regular or Part-time Regular Operating Technician staff below four (4).

ARTICLE A-6 - WORKWEEK

- A-6.1 Normally, the regular workweek for a full-time Announcer/Operator shall consist of four (4) workdays of ten (10) hours each, one (1) hour of which shall be paid in lieu of breaks and meal periods. The regular workweek for FM Engineers and Operating Technicians shall consist of five (5) workdays of eight (8) hours each. By mutual agreement between the Employer and the Union, the workweek may be changed to such other workweek as might be appropriate to the work.
- A-6.2 An Employee working on a day or days off shall work a minimum of four (4) hours work on each such day or receive pay in lieu thereof.
- A-6.2.1 Unit employees shall receive not fewer than two (2) consecutive days off after each consecutive five (5) days worked. Any employee required to work on a scheduled day off shall be paid at time and one-half, if worked. Work following the seventh day shall begin a new seven-day period for purposes of this paragraph.
- A-6.2.2 Announcer/Operators working ten-hour shifts shall receive ten hours vacation credit for each holiday specified in Article 11.5 of the Master Agreement.
- A-6.3 Part-time and Temporary Employees, other than Announcer/Operators, shall receive a minimum of four (4) hours work or pay in lieu thereof for each occasion. Announcer/Operators working four-hour shifts shall receive fifteen (15) minutes additional compensation in lieu of a break. Those working five (5) through nine (9) hour shifts shall receive forty-five (45) minutes additional compensation in lieu of a break and a meal period.
- A-6.4 Attendance at staff meetings, training sessions, and conferences required by the Employer during an Employee's regular off-hours shall be compensated for accordingly.

ARTICLE A-7 - RELIEF WORK

- A-7.1 The Employer shall notify the radio Shop Steward when any relief work is available and shall then offer it first to the Regular Part-time Employees from the appropriate job categories.

ARTICLE A-8 - NIGHT DIFFERENTIAL

- A-8.1 A night differential of fifteen percent (15%) will be paid for work performed between 12:00 midnight and 6:00 a.m.
- A-8.2 An Employee of the Unit who has received night differential payments pursuant to Section A-8.1 above for at least four hours per day for at least one-hundred thirty (130) days during the previous vacation year shall receive a differential of

fifteen percent (15%) for vacation pay as well as any severance pay to which the Employee may become entitled.

ARTICLE A-9 - EXPERIENCE CREDIT

A-9.1 An Employee who leaves the Unit and then is subsequently rehired to work in the Unit shall receive full credit for previous employment in the Unit for purposes of determining the appropriate position on the wage schedule.

ARTICLE A-10 - WAGES

A-10.1 Wages for Temporary and Part-time Employees will be prorated according to hours worked.

A-10.2 Minimum hourly wages shall be as follows:

Announcer/Operator:

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	39.32	40.70	42.12	43.59
2	13-24 Months	45.90	47.27	48.69	50.15
3	25-36 Months	52.09	53.65	55.26	56.92
4	36-48 Months	57.26	58.98	60.74	62.57
5	Over 48 Months	70.22	72.32	74.49	76.73

FM Engineer:

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	35.75	37.00	38.30	39.64
2	13-24 Months	41.72	42.97	44.26	45.58
3	25-36 Months	47.36	48.78	50.24	51.75
4	36-48 Months	52.04	53.60	55.20	56.86
5	Over 48 Months	63.85	65.77	67.74	69.77

FM Lead Engineer (equivalent to Group 3 TV Engineer wage rates):

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	40.02	41.22	42.46	43.73
2	13-24 Months	46.72	48.12	49.57	51.05
3	25-36 Months	53.06	54.65	56.29	57.97
4	36-48 Months	58.28	60.03	61.83	63.68
5	Over 48 Months	71.49	73.64	75.85	78.12

Operating Technician:

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	41.10	42.33	43.60	44.91
2	13-24 Months	43.15	44.44	45.77	47.15
3	25-36 Months	46.97	48.38	49.83	51.32
4	36-48 Months	50.15	51.66	53.20	54.80
5	Over 48 Months	53.74	55.35	57.01	58.72

**UTILITY MAINTENANCE EMPLOYEES UNIT APPENDIX
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ARTICLE B-1 - SCOPE OF THE UNIT

B-1.1 The Unit described herein shall consist of all employees in the classifications set forth in the Appendix, excluding all other employees and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE B-2 - JURISDICTION AND DUTIES

B-2.1 The duties of Utility Maintenance Employees include, but shall not be limited to the following:

- B-2.1.1 Electrical Work - installing light fixtures six feet in length or less; repairing lamps and heaters; and replacing bulbs, ballasts, light fixtures, switches and outlets and other minor electrical work.
- B-2.1.2 Grounds Upkeep - trimming hedges and trees; and other related duties.
- B-2.1.3 Air Conditioning and Heating Systems - operating the heating and air conditioning systems and related stationary motors including changing filters and operation of a computer for HVAC system control. Others may operate this equipment.
- B-2.1.4 Furniture and Equipment Moving - moving of typewriters, empty desks, chairs, file cabinets, bookcases, storage cabinets, trash cans, lamps, partitions and all other related office equipment.
- B-2.1.5 Painting - surface preparation; taping, priming of surfaces; finishing coat and other related duties.
- B-2.1.6 Carpentry Work – installation, removal and repair of: sheet rock, non-motorized or non-acoustic doors; floor tile, ceiling tile, and carpeting (including all floor coverings on stairs); assembly, disassembly and repair of bookcases, shelves, tables and the like.
- B-2.1.7 Plumbing - repair of faucets, wash basins, drinking fountains and toilets and other related duties.
- B-2.1.8 Janitorial and Custodial - stripping and mopping of tile and linoleum floors; cleaning and shampooing carpets; floor polishing; vacuuming; dusting furniture; window washing cleaning parking lots, removing trash from grounds and other related duties.
- B-2.1.9 Other Duties - audience and meeting set-up, including but not limited to, tables, chairs, ashtrays, lecterns and easels; warehouse; moving to and from storage areas and building security. For events; caterers and event planners may minimally reposition tables and chairs to meet event needs.

ARTICLE B-3 - SUBCONTRACTING

B-3.1 The Employer shall not subcontract any of the above job duties, unless there is an explicit need for greater expertise or specialized equipment which cannot reasonably be rented or purchased. Before subcontracting B-2 job duties, the Employer will provide written notice, at least forty-eight (48) hours, excluding

weekends and holidays, in advance, to the Shop Steward of any intended outside work before any agreement is reached with outside contractors. In the event of an unforeseen unanticipated situation (e.g. pipebreak, flooding, electrical fire, or any situation impacting operations), the Employer may call an outside contractor to help remedy the situation and then will immediately notify the Union. Should the Employer fail to notify the Union or the Shop Steward, they shall pay into the NABET Local 51 Training Fund, the amount of \$150 for the first violation, the notice penalty shall remain the same amount for the next 4 violations; then the amount shall double to \$300 for that and each of the subsequent 4 violations; should the Employer arrive at an eleventh violation the penalty amount shall increase to \$600 for that and each of the next 4 violations. The penalty amount shall increase to \$900 for the duration of the collective bargaining agreement, or any extension thereof. Payment of the failure to give notice penalty in no way affects the Union's rights to grieve the underlying subcontracting dispute.

ARTICLE B-4 - HOURS OF WORK

- B-4.1 Part-time temporary Employees shall receive a minimum of four (4) hours work or pay in lieu thereof for each occasion
- B-4.2 Any full-time Utility Maintenance Employee working on a scheduled day or days off shall work a minimum of eight (8) hours or receive pay in lieu thereof.
- B-4.3 Employees shall be given notice of any requirement to work overtime beyond their daily work assignment not later than the completion of the previous work period.
- B-4.3.1 Overtime once scheduled shall not be canceled after that Employee has completed the Employee's last work period, unless said Employee is unable to work such overtime due to illness or other unanticipated event occasioning absence.
- B-4.3.2 In the event such notice is not given, an Employee shall be paid five (\$5.00) dollars per hour or any portion thereof in addition to the Employee's regular overtime rate of pay for the unscheduled overtime period involved.
- B-4.4 Employees who work on scheduled day(s) off shall receive overtime for all hours worked on such day(s) off regardless of whether an Employee has worked (or been compensated for) more than 40 hours in the work week.
- B-4.5 For purposes of calculating overtime pay, paid vacation time will not be counted as time worked if it occurs in the same workweek.

ARTICLE B-5 - DIFFERENTIALS AND UPGRADES

- B-5.1 Employees will be grouped for the purpose of classification and wage scales as follows:

All employees shall be regularly classified as either Custodial/Event Set-Up or Utility/Maintenance.

Custodial/Event Set-Up Employees perform the duties set forth in Sections B-2.1.2, B-2.1.8 and B-2.1.9.

Utility/Maintenance Employees perform the duties of Custodial/Event Set-Up as well as all other duties in the Unit. Utility/Maintenance Employees are paid 6% above Custodial/Event Set-Up Employees.

Leads for Custodial/Event Set-Up and Utility/Maintenance classifications: leads are paid 15% above employees in their classification.

B-5.1.1 Custodial/Event Set-Up Employees who perform the duties set forth in Sections B-2.1.1, B-2.1.3, B- 2.1.4, B-2.1.5, B-2.1.6, and B-2.1.7, shall be upgraded to Utility/Maintenance classification for the day.

B-5.2 All time worked between the hours of 12:00 midnight and 6:00 a.m. shall be paid at a night shift differential of fifteen percent (15%) above the straight time or overtime rates due during that period, computed in quarter-hour increments.

B-5.3 At any time two or more Employees are working in either the building maintenance or custodial area, an Employee in that area shall be designated as Lead.

B-5.3.1 In the event of a Lead's absence, the person having the most seniority, and when actually supervising others, shall be upgraded to Group 2 for the day.

B-5.3.2 Employees will receive the upgraded rates of pay in Sections B-5.1 and/or B-5.3 during vacations and paid leaves if they have received such upgrade for fifty percent (50%) or more of their time in the previous year.

B-5.3.3 There shall be at least one designated Regular Utility/Maintenance Lead for the AM Shift and one designated Regular Custodial Lead for the PM Shift, who are classified as Group 2 Employees. The Lead will be assigned based on seniority and will be expected to perform the duties listed below. A Lead who fails to perform these duties may be removed from the Lead position (and thus from the Group 2 classification) for just cause.

B-5.3.3.1 Leads/Group 2 Employee Duties:

Assist management in the supervision of the facilities.

Prioritize and assign utility/maintenance and custodial work, as directed by management. Assure that assigned utility/maintenance and custodial work has been completed by the crew.

Communicate and provide updates to the Supervisor about any work assignments not completed.

B-5.4 Shuttle Driving: The duties of driving the Employer shuttle van shall be shared jurisdiction of the B-Unit, Utility Maintenance and the H-Unit, Mailroom/PBX. In the event no unit Employee(s) is available to drive, a supervisory employee(s) will operate the shuttle.

A premium of twenty percent (20%) of base pay, with a two (2) hour minimum, shall be paid to Employees of the B-Unit. Any driving exceeding the two (2) hour minimum

in a workday shall be computed in quarter hour increments.

ARTICLE B-6 - MASTER AGREEMENT

B-6.1 The Master Agreement as constituted on the date of signing this Agreement shall apply to Employees in the Utility Maintenance Unit except the following:

Article 24 - Automation and Technological Change

ARTICLE B-7 - VACATIONS AND HOLIDAYS

B-7.1 Vacations and holidays shall be in accordance with Company policy.

ARTICLE B-8 - EMPLOYMENT OF RELIEF PERSONNEL

B-8.1 When an Employee is absent due to illness, Leaves of Absence of any kind, or vacation, if the Employer does not hire a relief person, there shall be no speed-up of work for remaining Unit Employees.

ARTICLE B-9 - WAGES

B-10.1 Minimum hourly wages shall be as follows:

Custodial/Event Set-Up Classification:

Group 1

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	31.83	32.94	34.09	35.29
2	13-24 Months	32.43	33.56	34.74	35.95
3	25-36 Months	34.36	35.56	36.81	38.10
4	36-48 Months	38.31	39.65	41.03	42.26
5	Over 48 Months	43.90	45.22	46.57	47.97

Group 2 Lead

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	36.60	37.88	39.20	40.58
2	13-24 Months	37.29	38.60	39.95	41.35
3	25-36 Months	39.52	40.90	42.13	43.39
4	36-48 Months	43.84	45.15	46.51	47.90
5	Over 48 Months	50.48	51.99	53.55	55.16

Utility/Maintenance Classification:

Group 1

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	33.74	34.92	36.14	37.41
2	13-24 Months	34.37	35.58	36.82	38.11
3	25-36 Months	36.42	37.70	39.02	40.38
4	36-48 Months	40.60	41.82	43.08	44.37
5	Over 48 Months	46.54	47.93	49.37	50.85

Group 2 Lead

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	38.79	40.15	41.35	42.59
2	13-24 Months	39.53	40.91	42.14	43.40
3	25-36 Months	41.68	42.93	44.22	45.55
4	36-48 Months	46.47	47.87	49.30	50.78
5	Over 48 Months	53.51	55.11	56.77	58.47

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ARTICLE G-1 - SCOPE OF UNIT

G-1.1 The Unit described herein shall consist of all KQED-TV Employees in the classifications set forth in this Appendix, excluding all other employees and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE G-2 - JURISDICTION

G-2.1 Jurisdictional Area: All jurisdiction under the Agreement shall apply to KQED studios and transmitter sites within the continental United States. Jurisdiction shall also apply to KQED activities as defined in this appendix within the State of California. Within this area the subcontracting provision of the Master Agreement shall be deemed to be a part of this Appendix. Jurisdiction shall also apply to KQEH Master Control Operators.

G-2.1.1 All post production work associated with any material produced in the continental United States by KQED shall be performed by KQED Engineers only in accordance with Article 19 of the Master Agreement.

G-2.2 Exceptions to Jurisdiction: There shall be no restrictions on the use of programs produced below. KQED has the right to air segments from any of the programs below provided that use of the segment counts as use of the program for the purposes of any cap.

G-2.2.1 Television programs produced for use by KQED by local colleges, universities, primary and secondary schools, community groups and noncommercial social and educational facilities, provided that these broadcasts be limited to no more than twenty-six (26) hours in any one (1) calendar year. KQED may solicit students at primary and secondary schools to submit their video opinions or video diaries, without limit, for inclusion in interstitials and/or programs to be produced and broadcast by KQED.

G-2.2.2 Television programs initiated and produced by the public television system, other television stations and production entities when such programs are recorded or broadcast for purposes other than exclusive broadcast by KQED.

G-2.2.3 Television programs produced by other television production entities for exclusive KQED broadcast not to exceed fifteen (15) hours per year.

G-2.2.4 Pool programs.

G-2.2.5 Programs produced under conditions of restricted or prohibited access.

G-2.2.6 Educational and instructional material produced by local colleges and universities.

G-2.2.7 If the number of Regular Engineers employed at any time during the term of these Agreements is reduced below thirty (30), the following provisions may be renegotiated upon the demand of either party:

Subcontracting provision of the Master Agreement; the Temporary Employment provision of this Appendix; and Articles G-2.2.1 through G-2.2.6, inclusive, above.

G-2.2.8 Footage shot on smartphones or tablets by employees of KQED will be accepted for broadcast only when the event is unanticipated and/or unexpected, and a bargaining unit member could not have been assigned. Such material will be limited to a total of 1 hour per year for KQED "Newsroom."

G-2.2.9 For KQED's news programs, currently *KQED Newsroom*, there will be no restrictions on the use of video conference technology for guests appearing on the program when using one camera to transmit audio and video from guests or KQED correspondents located outside of Alameda, Contra Costa, Marin, San Francisco, or San Mateo counties. Inside these counties Skype (or similar technology) may be used to transmit audio and video in the case of breaking news only, unless an Engineer is assigned. Engineers in the Unit shall operate all equipment receiving Skype (or similar) transmissions.

G-2.3 Only KQED Engineers shall install, set up, handle, operate, maintain or repair television equipment, television lighting systems, video film projectors, voice and rebroadcast apparatus by means of which electricity is applied for the transmission or transference, broadcast or rebroadcast, of voice or sound, including transcription and vision with or without ethereal aid, including the cutting and/or playing of records, and the recording and playing of audio tape, video tape and digital media.

G-2.3.1 Only KQED Engineers shall set up, move, strike, store sets, scenery, properties, and set decorations, herein "Set Pieces," at the studio and remote locations. Only Engineers shall maintain studio infrastructure, including, but not limited to, e.g., maintaining studio walls, cycloramas, green screens and their components, and maintaining inventory of scenery, props, tools and equipment. Further, the polishing and mopping of floors and the disposal of Set Pieces after they have been decommissioned and placed outside the studios, Scene Storage Cage and Scene Turnaround, may be performed by members of the Utility Maintenance Unit. Design department employees may perform their normal duties which may overlap with the above only with prior Shop Steward approval, which shall not be unreasonably withheld.

G-2.3.2 Engineers shall be assigned to build, maintain and/or repair any sets, scenery, properties or similar items unless additional expertise is required. They shall supervise non-engineering studio activities, including audience arrangements during preparation and production periods. Engineers shall work in cooperation with the director, production and technical staff in preparation and recording of productions. Normally, Engineers shall relay instructions and cues to those on or about the place of production. Engineers shall survey remote locations and installations for production purposes when needed.

G-2.3.3 The jurisdiction and duties of Employees of this Unit are also those normally associated with assisting the Producers and Directors as Production Assistants and Assistant Directors including but not limited to the following. These duties may also be performed by Producers, Associate Producers and Directors. It is understood that clerical tasks (e.g., copying, typing, filing, photocopying, distributing) are not within the exclusive jurisdiction of this Unit; However, some clerical duties may be assigned.

G-2.3.3.1 Preparing camera and telecine visuals not prepared by graphic artists and film makers.

G-2.3.3.2 Ordering visual material for production use. (Creating design orders for artwork, either electronic or otherwise.)

G-2.3.3.3 Marking scripts for the Control Room to show technical sources. (Noting on script which segments have film/tape, which machine the film/tape is on technical markings.)

G-2.3.3.4 Informing scheduled crew of required tasks. (Passing information originated by the Producer/Director to the crew concerning required tasks, either by verbal or written instructions.)

G-2.3.3.5 Preparing the show rundown. (Taking the Producer/Director's content information and preparing the rundown, including putting the written form to paper, copying and distributing to the crew.)

G-2.3.3.6 Coordinating the proper sequence of visual material for and during production. (Visual materials include such items as camera cards, electronic graphics, videotape inserts and slides. Makes sure they are in the proper order for air; also makes sure all planned elements are shot and ready to go. Includes the preserving of visual continuity from shot to shot.)

G-2.3.3.7 Making talent arrangements. (Talent arrangements including escort; messengering of information not handled by a commercial service; airline, hotel, and ground transportation reservations; does not include calling a taxi.)

G-2.3.3.8 Gathering and if necessary, researching information for producers, assignment editors and news reporters for production (library work, research and gathering of information having as its aim discovery of information previously unknown to the production team).

G-2.3.3.9 Overseeing editing as assigned.

G-2.3.3.10 Working with camera and similar visuals; and, when necessary, keeping files of this material. (Handling camera and similar visuals, including retrieving from and returning to files.)

G-2.3.3.11 Programming and operation of electronic graphics devices in accordance with the applicable provision in the Engineering Appendix.

G-2.3.3.12 May also log, keep records of, and screen tapes.

G-2.3.3.13 May generate teleprompter copy on disc, paper or any other storage medium.

G-2.3.4 In addition to the above, employees of this Unit perform the following duties:

G-2.3.4.1 The timing of show segments during production.

G-2.3.4.2 Assisting the Director during production. (Assisting the Director in the performance of directorial duties.)

G-2.3.4.3 Limited directing of recorded and live material.

G-2.3.4.4 The above duties may also be performed by Producers, Associate Producers and Directors except that Associate Producers shall not perform such duties in studios or production control rooms when the Producer or Director is present. This same exemption will apply to multi-camera remote trucks and their locations.

- G-2.4 Operation and Maintenance: The operation and maintenance of all of the above equipment when borrowed, leased, or rented, or acquired by any other means from other parties by the Employer shall be performed by Employees covered by this Appendix.
- G-2.5 Leasing Out of Production Facilities and Equipment: The Employer may lease equipment for use outside the studios of the Employer in which case such equipment need not be operated by Employees in this Unit. The Employer may lease its facilities and studio space to third parties or other entities not owned or managed by KQED. All technical equipment as defined in Section G-2.3 shall be operated by the Employees in this Unit, but equipment not owned or controlled by KQED used by the lessee may also be operated by the lessee. The Lessee may utilize non-KQED employees to set up, move or strike non-KQED (neither owned nor rented) set pieces, to relay instructions and cue non-KQED talent .If the lessee due to an unanticipated need borrows KQED-owed microphone, cable, or incidental grip or lighting equipment, such incidental support equipment may be provided, set up or adjusted by an Employee in this Unit. It is understood that at least one Engineer under this Agreement shall be assigned to supervise the operation of the studio.
- G-2.6 New Devices: Only Engineers covered by this Appendix shall perform the work on any machinery, equipment, devices, or processes which replace, supplement, or substitute for any machinery, equipment, devices or processes presently being used.
- G-2.7 Audio and Video Recordings for Non-Broadcast Purposes: Nothing contained in this Appendix shall be deemed to restrict the recording or playback of audio or video recordings for non-broadcast purposes by other Employees covered by these Agreements or by Management Employees of KQED, provided that such recordings or playback will occur outside of the KQED operating studios and technical areas.
- G-2.8 Outside Expert Maintenance and Repair: Nothing in this Appendix shall prevent the Employer from employing the services of outside experts in the maintenance and repair of its equipment and the use of contract repair and maintenance services customarily used by the Employer.
- G-2.9 Supervisors: Supervisors as defined by the National Labor Relations Act, as amended, in the Engineering Department, are exempt from jurisdictional restrictions with respect to equipment for purposes of training, (which shall not be done while on the air), design of equipment, assisting any Engineer for the purposes of preventing or shortening service interruption including necessary diagnostic functions, and emergency maintenance, provided there shall be no abuse of this provision.
- G-2.10 Portable Audio Tapes: KQED Producers and other Employees covered by these Agreements may, without the services of an Engineer, and if considerations other than economic warrant it, record audio tapes, on location for use on the Employer's programs provided that such recording shall be done only on a small portable recorder using no more than one (1) microphone and provided that the use of such recordings

be limited to no more than two (2) broadcast hours per month.

G-2.11 Equipment Used On-Camera: Where any equipment is used on-camera for a television program or segment thereof, such equipment may be operated by talent and without the services of an Engineer.

G-2.12 Recording and Editing Audio Tape: Nothing contained in this Appendix shall be deemed to prevent Employees covered under the Film Unit or the FM Unit Appendices to the Master Agreement from recording or editing audio tape provided such recording and/or editing is an integral part of functions such Employees normally perform.

G-2.13 Recognized Experts or Artists: Recognized experts or artists may operate electronic devices on or off camera when such operation is integral to the production concerned (for example: video synthesizers, laser projectors, light shows and audio mixing), and the services of an Engineer may not be required with Shop Steward approval.

G-2.14 Teleprompters: Employees covered by this Appendix shall set up and operate all title cards, graphics, graphic devices and teleprompters including easels, crawls, cue cards, and similar items while in the studio or at remote locations. When mutually agreed, on-camera talent may operate such devices. When on-camera talent requests to operate such devices the request may not be unreasonably refused. Employees covered under this Appendix shall set up, move or strike set pieces or properties or where cue cards or teleprompters on remotes.

G-2.15 Electronic Character Generator: Electronic graphics devices shall be operated by Engineers. In addition, such devices may be operated for their full purposes by Employees covered by the C, E and K Appendices to these agreements. Under such upgrade, all provisions of the G Unit shall apply. Captioning devices may, at manager's discretion, be operated by Engineers. In addition, such devices may be operated for their full purposes by Employees covered by the C, E and K Appendices.

G-2.16 Handling of Microphones and Operation of Push-to-Talk Switches: Other Employees covered by these Agreements, as well as Engineers, may handle microphones and operate microphone push-to-talk switches whether on or off-camera, whenever necessary or desirable by virtue of particular production or broadcast requirements. However such handling by Employees other than Engineers shall be limited to the putting on or taking off of lavalieres or clip-on type microphones and the holding and pointing of hand microphones (excluding shot-gun types) to facilitate interviews or other similar sound pickups. Operation of microphone push-to-talk switches when done by other than Engineers shall be limited to talent or guests (including off-camera announcers). This limitation does not apply to PL and IFB or similar intercom devices.

G-2.17 Computers: Other KQED Employees may perform computer programming, input or recall functions with computer equipment solely for non-broadcast and non-program production purposes.

G-2.18 Devices to Manipulate Video Images: Design Department employees of KQED may operate this equipment for training of engineers and for self-familiarization.

G-2.18.1 Engineers may be assigned to the making, preparing and mounting of simple graphics such as photographs, menu boards, and similar materials. Engineers may be assigned to operate Design Department devices when needed.

G-2.19 Audio and Video Editors: Only Editors and Engineers covered by the terms of this Appendix shall be assigned to operate equipment used to perform any work associated

with the editing of audio or video material. In addition, such assignment shall include “on-line” and “off-line” editing for purposes of television broadcast.

G-2.19.1 Exceptions to Jurisdiction: The following are exceptions to the Union’s jurisdiction as described in paragraph G-2.19 above:

One producer and one associate producer or production assistant for each program, including promos, may off-line edit in MediaCentral (or successor technology). All such video or audio must be redigitized for broadcast by a Group 1 or above Engineer.

Employees not covered by this Agreement may use editing equipment for off-line editing of fundraising and interstitial materials of less than five minutes duration each for broadcast.

Others who use non-jurisdictional logging equipment to play back solely for the purpose of “logging” video or audio material. It being understood that “logging” means the recording of time code, but not precise edit points, and other relevant information for use by an Editor or Engineer or in preparation for an editing session.

Other than the exceptions described herein, only employees covered under this Agreement shall edit materials for television broadcast, and this jurisdiction shall continue irrespective of the name or location of the technical editing equipment.

G-2.19.2 Rate of Pay: Employees assigned as on-line or off-line editors shall be paid the Group 2 rate; Employees assigned as Post-production Lead Engineers shall be paid the Group 3 rate.

G-2.19.3 Engineers and Editors shall enjoy seniority on separate lists applicable to their respective job classifications. The Employer will continue to train and utilize Engineers as Editors. Editors who may work as Engineers will accrue seniority for such work only on the Engineering seniority list. Regular Engineers will acquire seniority only on the engineering seniority list regardless of the work assigned.

G-2.19.4 [Intentionally Left Blank]

G-2.19.5 The first Engineer or Editor assigned under this section shall be designated as a Group 3 Post-production Lead Engineer. In the event the Group 3 Post-production Lead Engineer is absent for five (5) or more days, his/her replacement shall be temporarily upgraded to the Group 3 position.

G-2.19.6 The Post-Production Lead Engineer shall assist management in the supervision of edit facilities. Duties shall include audio/video editing, and supervision of audio/video Editors and management of non-linear editing storage. Additional duties may include, without limitation, training, system design and maintenance, employee orientation in production methods and procedures and implementation of advanced post-production techniques. Other duties may include recommending changes and additions to post-production facilities and participating in design of graphics and special effects.

G-2.20 Meetings in the TV Studios: Only for meetings as defined as a gathering for educational or business purposes, that does not include any recording thereof, in the television studios, presenters and attendees (whether covered by this Agreement or not), may connect a computer or mobile device directly to a monitor or, for audio and video via wired or wireless extender (e.g. Clickshare) directly (not via the audio mixer or video switcher) to a projector and speakers. Attendees may move a stand video monitor, a non-electronic whiteboard, a lectern, or a stand or hand-held microphone. Utility Maintenance (B-Unit) may set up tables and chairs. All other set up and operation of technical equipment for meetings in the television Studios will continue to be performed by G Unit Engineers. For larger meetings occurring in the television Studios, a G Unit Engineer may be assigned as the Technical Director.

G-2.20.1 Events in the Studio: For events in the studio, defined as planned occasions to promote, celebrate, commemorate or raise awareness, caterers and event planners may minimally reposition tables or chairs to meet event needs. B Unit employees may set-up tables and chairs. The MC or the host may facilitate the usage of microphones by an audience for comments/questions.

G-2.21 Use of TV Studios for Video Production: Notwithstanding any other provision in these Agreements, KQED's television studios may be used for video production for non-broadcast purposes by KQED employees not covered under this Agreement. All technical equipment as defined in Section G-2.3 shall be operated by the KQED Engineers in this Unit, except that KQED employees not covered under these Agreements may also operate a camera which they bring into the studio. These non-covered KQED employees may also operate title cards, cue cards or similar. It is understood that at least one Engineer under this Agreement shall be assigned to supervise the studio.

G-2.22 Shared Use Equipment/Software: Shared Use Equipment/Software is defined as equipment, software or technology which may be used for television as well as non-television purposes ("Shared Use Equipment/Software"). Notwithstanding any other provisions in this Agreement, the following shall apply for Shared Use Equipment/Software:

G-2.22.1 Maintenance and installation of Shared Use Equipment/Software – If the purpose of the Shared Use Equipment/Software is for production of media, whether for television purposes or not, TV Engineers or FM Engineers will play the primary role in maintenance and installation of such equipment and software. Such assignments shall not confer exclusive jurisdiction. Software configuration may be performed by the vendor. The IT Department may also install end-user shared use software on personal computers, provided such computers shall not be used for broadcast purposes.

G-2.22.2 Digital Transcoders and Encoders are Shared Use Equipment/Software. Operation of such equipment for television use will remain the exclusive jurisdiction of TV Engineers.

G-2.22.3 File Servers/Network – If a file server primarily stores media for television purposes then it will be maintained by TV Engineers along with network equipment and cabling directly connected thereto.

G-2.22.4 Training and Access to Shared Use Equipment/Software – KQED will provide training to TV Engineers on Shared Use Equipment/Software. The Employer shall provide access to TV Engineers to any equipment installed at KQED premises necessary to do their work.

G-2.23 Maintenance of Non-Television Cameras: Notwithstanding any other provision in this Agreement, TV Engineers shall play the primary role in maintaining digital video cameras and associated equipment. Such assignments shall not confer exclusive jurisdiction and Article G-2.8 will apply.

G-2.24 Receiving/Disposal/Transport of Equipment: Notwithstanding any other provision in this Agreement, equipment and supplies used for television may be received by employees in the Mailroom Unit. If management knows that technical equipment is in the package, a G Unit engineer will be assigned to pick up the equipment in the mailroom and handle it within the building. Such equipment may be disposed of by the Facilities Unit when designated as trash. No Engineer shall be required to move set pieces too large or heavy without the help of mechanical aid. Engineers may be assigned to remove, store, handle wardrobes, costumes, and non-specialized minor make-up where such functions are a station responsibility.

G-2.25 Opportunity for Assignments Outside of Television: KQED may assign TV Engineers to set-up, handle, operate, maintain, install, repair or use video or post-production equipment and software for other than television purposes; however such assignment shall not confer exclusive jurisdiction over the work or the equipment or software.

G-2.26 Robotics Camera Operators: A Robotics Camera Operator is responsible for the set up and operation of the robotic cameras, including the preparation and targeting of the robotics. It is expressly agreed that the Robotics Camera Operator will perform video shading only in infrequent instances during a live or recorded program or segment when the Director specifically calls for an adjustment.

G-2.27 Events:

G-2.27.1 TV Engineers will perform at least 500 hours per fiscal year of the audio/visual, streaming, and associated work at KQED events in KQED Events Spaces (e.g., The Commons, Lobby, Rooftop Terrace, Boardroom, and Community Meeting Room). Events include KQED public events, internal events and space rentals by third parties where KQED is providing audio/visual support. KQED will provide a report of TV Engineer hours worked at KQED Events to the Union every six months. This provision may be renegotiated upon the demand of either party if TV Engineers are not performing at least 1,000 hours of this work per year by October 1, 2023.

G-2.26.2 When television production occurs in The Commons, the risers may be installed and/or removed by Employees of the B Unit.

ARTICLE G-3 - TOOLS, ETC.

G-3.1 Employees covered hereunder shall not be required to provide equipment, tools, or supplies for any purpose.

ARTICLE G-4 - PRIMARY RESPONSIBILITY

G-4.1 No Engineer assigned by the Employer to perform more than one technical operation at any one time shall be held responsible for the result of performing other than the Engineer's primary technical operations as assigned by the Employer; provided, however, that this shall be construed only to refer to unreasonable responsibility and shall not be construed to justify refusal to perform work as assigned.

ARTICLE G-5 - GROUP CLASSIFICATION

G-5.1 Engineers shall be grouped for the purpose of classification and wage scales as follows:

Group 2 - Post-Production Engineers, and Maintenance Engineers.

Group 3 - Master Control Engineers, Production Engineers, and any Engineers conducting training.

Group 4 Master Control Lead, Editing Lead, Media Systems Architect, Production Operations Specialist, Studio Lead, Remote Production Lead, Post-Production Lead, and Transmitter Lead.

G-5.2 The Employer may designate any Engineer to work in any upgraded position. Qualifications and seniority shall be the criteria for upgrading.

G-5.3 There shall be at least one (1) Lead Engineer in the following categories: Editing, Studio Production, Remote Production, Post-Production, Production Operations Specialist, Media Systems Architect, and Transmitter. Further, there shall be at least two (2) Master Control Lead Engineers. In the event the Lead Engineer is absent for five (5) or more days, their replacement shall be temporarily upgraded to the higher position.

G-5.4 Employees paid at a higher classification fifty percent (50%) or more of their time during any consecutive twelve month period shall be permanently classified in the higher group.

G-5.5 [Intentionally Left Blank]

G-5.6 Technical Director:

G-5.6.1 Whenever possible the Technical Director shall be in attendance at conferences with production people to become familiar with the format and/or any special requirements of a particular program.

G-5.6.2 Any Engineer designated as Technical Director shall be responsible for the technical performance of the entire group of Engineers assigned to the Technical Director for a particular rehearsal and/or air show. This shall include the technical supervision of the camera operators, boom operators, lighting, video control, audio, switching, sound effects and microwave Engineers.

G-5.6.3 It is the responsibility of the Technical Director to see that good technical standards and engineering practices as set forth by the

Engineering Department are adhered to in the operation of Engineers assigned to the Technical Director and in the utilization of equipment in the Technical Director's care.

- G-5.6.4 In the absence of higher technical authority, the Technical Director shall determine the acceptability for use of technical equipment, or methods, as in electronic special effects—visual and aural or mechanical effects causing technical difficulties. Such determination shall be reasonably executed in the light of a full understanding of the artistic effects desired in any particular instance and the dictates of good engineering practices.
- G-5.6.5 [Intentionally Left Blank]
- G-5.6.6 Employees performing duties in a higher classification shall receive the higher pay for the day. The Technical Director differential shall not be paid to the Engineer who relieves the Technical Director only for meal relief or personal relief.
- G-5.6.7 Video and Audio Editors shall also be considered to be Technical Directors and entitled to upgrading as in paragraphs G-5.6.5 and G-5.6.6 above, providing:
- (a) that they do not work as a member of the crew under the direction of another Technical Director, and
 - (b) that their assignment as editors shall be for at least one (1) hour or more per shift of editing program material exclusive of slate, test signals, or other non-program elements. Facilities set up and alignment of time are not to be considered editing time.

ARTICLE G-6 - TEMPORARY UPGRADE

- G-6.1 In the event that an Engineer is temporarily upgraded to a higher paid classification than that to which regularly assigned, the Engineer shall be paid at the normal wage scale for such higher classification for a minimum of eight (8) hours pay.
- G-6.2 In no event, however, is an Engineer to receive less than that Engineer's regular wage scale, if assigned temporarily to a lower classification.

ARTICLE G-7 - SCHEDULING REQUIREMENTS

- G-7.1 Days Off: Days off shall be established and granted with regularity. Sunday and Monday, if consecutive, shall be considered consecutive days off.
- G-7.1.1 Notwithstanding the foregoing, an Employee's days off may be changed without penalty no more than eight (8) times during the calendar year provided such change does not require the Engineer to work more than eight (8) consecutive days without a day off for employees working five (5) day weeks or seven (7) consecutive days for employees working four (4) day weeks. An Employee's days off may be changed at any time without penalty to the Employer when the change is made for the Employee's own convenience, or when the Employee is not required to work more than five consecutive days without a day off.

G-7.2 Days Off on Remote Location:

G-7.2.1 When an Engineer is required to spend day(s) off away from home because the Engineer is on an out-of-town assignment, the Engineer shall receive straight-time pay for each such day or receive a payback day in lieu of straight-time pay, at the Engineer's option.

G-7.2.2 In the event a payback day(s) is chosen, it shall be taken in accordance with the scheduling provisions contained in the "Holiday" provision of the Master Agreement.

G-7.3 Trainings:

G-7.3.1 Notwithstanding any other provision in these Agreements, minimum call requirements do not apply to online/Zoom/virtual trainings and meetings that take place prior to 10:00 a.m. or after 3:00 p.m., however the time shall be recorded in fifteen (15) minute increments. There is no minimum call obligation for self-paced trainings provided that Engineers are paid for the total time spent (in fifteen (15) minute increments) completing the training. Any training that takes place at KQED's offices, control rooms, transmitters or studios, or other physical location controlled by KQED shall be part of an eight (8) hour minimum call.

ARTICLE G-8 - OVERTIME

G-8.1 Employees shall be given notice of any requirement to work overtime beyond their daily work assignment not later than the completion of the previous work period.

G-8.2 Overtime once scheduled shall not be canceled after that Employee has completed the Employee's last work period, unless said Employee is unable to work such overtime due to illness or other unanticipated event occasioning absence.

G-8.3 See Article G-16 "Remote Assignments" for exceptions to Articles G-8.1 and G-8.2 above.

G-8.4 For the purposes of calculating overtime pay, paid vacation time will not be counted as time worked if it occurs in the same workweek.

ARTICLE G-9 - MEAL PERIODS

G-9.1 A first (1st) meal period of one-half (1/2) hour will be scheduled within the fourth (4th) and fifth (5th) hour of the work shift for all Employees working a five (5) day week consisting of eight (8) hour shifts each day. For Employees whose workweek consists of forty (40) hours apportioned over fewer than five (5) full days, a first (1st) meal period of one-half (1/2) hour will be scheduled to begin no earlier than three and one-half (3 1/2) hours after the beginning of their work shift and will be scheduled to end no later than three and one-half (3-1/2) hours before the end of their work shift. Employees assigned to work operating shifts at the transmitter will have no meal periods scheduled but will have their work shift span reduced by one-half (1/2) hour. Time spent while eating on duty shall be considered as time fully worked. Only Employees assigned to operating shifts at the transmitter which exceeds four (4) hours shall be eligible for this work shift span reduction.

G-9.2 In the event an Employee's elapsed workday exceeds a span of ten (10) hours [ten and one-half (10-1/2) hours in the case of a four (4) day week], a second (2nd) meal

period of thirty (30) minutes will be scheduled on the Employer's time, not later than the twelfth (12th) hour of the work period. Such meal will be furnished by the Employer or a meal allowance in the amount specified in Section 18.3 of the Master Agreement will be paid.

G-9.3 In the event an Employee's workday exceeds a span of sixteen (16) hours, a third (3rd) meal period of thirty (30) minutes will be scheduled on the Employer's time not later than the eighteenth (18th) hour of the work period. Such meals will be furnished by the Employer or a meal period allowance in the amount specified in Section 18.3 of the Master Agreement plus one dollar (\$1.00) will be paid.

G-9.4 (See Article G-16 "Remote Assignments" for exception to this "Meal Periods" provision.)

ARTICLE G-10 - EQUITABLE DISTRIBUTION

G-10.1 Whenever practical and possible to do so, the Employer shall rotate assignments among all Engineers, and likewise with shift assignments.

ARTICLE G-11 - ADVANCE NOTICE

G-11.1 The weekly shift schedule for the work week which begins on Monday at 12:01am shall be posted no later than 3pm of the previous Monday. Employees shall be given six (6) days advance notice of any change of regular schedule, except where the starting time is advanced or delayed one (1) hour or less on minimum notice of twenty-four (24) hours (computed back from new starting time) and except where changes are occasioned by illness. In no case shall illness exception apply to individual cases of illness extending more than seven (7) days. Exception may be made by mutual agreement between the Employer and the Employee. (See Article G-16 "Remote Assignments" for exception to this provision.)

ARTICLE G-12 - CALL BACK

G-12.1 An Employee who is required to return to the workplace after the end of his shift shall receive a minimum credit of four (4) hours work or pay in lieu thereof at applicable overtime rates. Short turn-around will not be computed between the end of the previous work shift and the beginning of the call back period. Employees who are contacted by telephone or email while off duty for the purpose of providing advice or direction without reporting to the workplace will be paid for their time work or 30 minutes, whichever is greater.

ARTICLE G-13 - WORK ON DAYS OFF

G-13.1 Any Employee working on the Employee's day off shall work a minimum of eight (8) hours for each such workday or receive pay in lieu thereof.

ARTICLE G-14 - OVERTIME, PENALTY AND NIGHT DIFFERENTIAL PAY

G-14.1 Overtime: When an Employee's workweek consists of five (5) consecutive eight (8) hour days, all time worked in excess of eight (8) hours and less than twelve (12) hours per day, and all time worked in excess of forty (40) straight-time hours and less than fifty-two (52) hours per week shall be paid at the rate of time and one-half (1-1/2). All time worked in excess of twelve (12) hours per day and all time worked in excess of fifty-two (52) hours per week shall be paid at the double-time rate, it being understood that there shall be no pyramiding of overtime and that an Employee shall work forty

(40) straight-time hours in a week before the weekly double-time provision becomes effective.

G-14.1.1 When an Employee's workweek consists of four (4) consecutive ten (10) hour days, daily overtime shall only be paid after ten (10) hours, but weekly overtime shall be the same as in G-14.1 above.

G-14.1.2 Excess of Eight (8) Hours on Sixth (6th) Day: An Employee who works more than eight (8) hours on a sixth (6th) day [fifth (5th) day in the case of a four (4) day workweek] within a given workweek shall receive double the Employee's regular rate of pay for all time worked in excess of eight (8) hours.

G-14.1.3 Overtime During Shift Change: When an Employee is required to work more than five (5) consecutive days during a shift change, as provided in Article G-7.1.1, the Employee shall be compensated at the rate of double the Employee's regular rate for all overtime worked on the sixth (6th), seventh (7th) and eighth (8) consecutive day. This shall not apply when the shift change is made for the Employee's own convenience.

G-14.1.4 Work on Days Off: Whenever an Employee is required to work on the Employee's scheduled days off, the Employee shall be paid at the rate of time and one-half (1-1/2) the Employee's regular rate for all hours worked up to eight (8) hours on the Employee's first (1st) day, and double the Employee's regular rate for all hours worked on the Employee's second (2nd) day off.

G-14.2 Penalty Pay:

G-14.2.1 Lack of Properly Scheduled Meal Period: In the event an Engineer fails to receive a meal period under the provisions of Article G-9 above, a penalty shall be due the Employee in the amount of additional straight-time compensation for the period of time by which the actual received meal period beginning time is advanced or retarded from the applicable established meal period time limits.

G-14.2.2 Lack of Proper Schedule Change Notice: In the event an Engineer is not given six (6) days notice of change of shift as provided in Article G-11 above, the Engineer shall be additionally compensated at the rate of straight-time for all time worked outside of the Engineer's previously assigned regular work schedule.

G-14.2.3 Lack of Proper Overtime Work Notice: In the event such notice is not given, as provided in Article G-8.1, an Employee shall be paid seven dollars (\$7.00) per hour or any portion thereof in addition to the Employee's regular overtime rate of pay for the unscheduled overtime period involved.

G-14.2.4 Lack of Proper Turnaround Rest Period: In the event an Employee fails to receive the turnaround periods specified in Section 27.3 of the Master Agreement, the Employee shall be additionally compensated at the rate of the Employee's straight-time rate per

hour for the period by which elapsed time provided for is reduced [computed in quarter (1/4) hour increments]. The turnaround penalties shall be waived when agreements are made between Employees under the Agreement. Short turnaround penalty payment shall not apply if they arise as the result of shift rotation under the provisions of Article G-10.

G-14.2.5 In the event an Employee's days off are changed more than six (6) times in a year, the Employee shall receive double time after the fifth (5th) workday until the Employee receives two (2) days off.

G-14.3 Night Differential Pay: All time worked between the hours of 12:00 midnight and 6:00 a.m. shall be paid at a night differential of ten percent (10%) of the straight-time rate of pay for all straight-time work on that tour, and a differential of fifteen percent (15%) of the straight-time rate of pay for all overtime work on that tour.

ARTICLE G-15 - VACATION SCHEDULING

See Letter of Understanding #G-5.

ARTICLE G-16 - REMOTE ASSIGNMENTS

G-16.1 The following shall govern when Engineers are assigned to distant locations:

- G-16.1.1 Distant Location - a location where overnight lodging is required.
- G-16.1.2 If an Employee is working on a distant location and is required to work before eleven (11) hours have elapsed since the end of the last assignment, additional straight time compensation shall be paid, computed to the nearest quarter hour, for such working time as occurs prior to the end of the eleven (11) hour period.
- G-16.1.3 There shall be no penalty for unscheduled overtime or when scheduled overtime is canceled.
- G-16.1.4 Work shifts shall be established on a weekly or daily basis by mutual agreement. Shift change penalty shall not apply.
- G-16.1.5 Meal periods shall not be scheduled but shall normally begin after the beginning of the third (3rd) hour and before the end of the fifth (5th) hour of the shift. The meal penalty shall not apply when meals are served on public transportation carriers such as airlines, etc.

ARTICLE G-17 - TEMPORARY EMPLOYMENT

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ARTICLE G-18 - REGULAR PART-TIME EMPLOYMENT

G-18.1 Regular Part-time Employees may be hired in accordance with paragraph G-17.2.2 above. However the total number of Part-time Employees whether Temporary or Regular, shall be limited to two (2) such Employees at any one time.

ARTICLE G-19 - WAGES

G-19.1 Minimum hourly wages shall be as follows:

Engineer Group 2:

Step	Months of Service	10/18/21	10/17/22	10/16/23	10/14/24
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	0-12 Months	38.23	39.57	40.96	42.18
2	13-24 Months	44.61	45.95	47.33	48.75
3	25-36 Months	50.68	52.20	53.76	55.38
4	36-48 Months	55.68	57.35	59.07	60.85
5	Over 48 Months	68.31	70.36	72.47	74.64

Engineer Group 3:

Step	Months of Service	10/18/21	10/17/22	10/16/23	10/14/24
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	0-12 Months	40.02	41.22	42.46	43.73
2	13-24 Months	46.72	48.12	49.57	51.05
3	25-36 Months	53.06	54.65	56.29	57.97
4	36-48 Months	58.28	60.03	61.83	63.68
5	Over 48 Months	71.49	73.64	75.85	78.13

Engineer Group 4:

10/18/21	10/17/22	10/16/23	10/14/24
Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
74.36	76.59	78.88	81.25

**Letter of Understanding #G-1
between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED INC. (KQED)**

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Letter of Understanding #G-2
between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED INC. (the Employer)

During the course of the 2006 Negotiations, the parties discussed the term “Broadcast” as used in Section G-2.3 and the rapidly evolving technology associated with the production and distribution of program content (e.g., video, audio, cable, Internet, satellite, cellular, fiber). Further, the parties discussed the impact of such technology with respect to both the Employer’s business model and the Union’s jurisdiction.

The parties discussed the transmission of sight and/or sound for purposes of the jurisdiction described in Section 2.3. The Union believes the work is jurisdictional regardless of the means of transmission, either traditional “over the air” broadcast or utilizing other methods of content delivery, (e.g., webcast, video on demand, cell phone delivery or Internet). The Employer believes NABET’s jurisdiction under Section 2.3 is limited to programs produced for broadcast and distributed by “over the air methods” for television.

The Employer recognizes that the NABET represented employees have made and continue to make a significant contribution to the Employer’s past success in program content production and delivery, and that such employees remain a valuable and essential component of the Employer’s ability to achieve future success in traditional programming and “over the air” broadcasting as well as the alternative content production and other distribution methods cited above.

The parties agree, as a general guiding principle, that NABET represented employees may continue to be assigned to the production of programs and program content utilizing new alternative forms of transmission. Notwithstanding any past or future assignment of NABET represented employees to such work, the parties reserve their respective positions without prejudice regarding the jurisdiction under Section 2.3 as outlined above.

Letter of Understanding #G-3
between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED INC. (KQED)

KQED and NABET/CWA have agreed to extend Union jurisdiction to include functions commonly described as “off-line editing” of materials being prepared for television broadcast as described in Sections G-2.7 and G-2.19 of the Agreement. The parties acknowledge that such jurisdiction is extended notwithstanding the findings of prior arbitration awards.

**Letter of Understanding #G-4 between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED INC. (Employer)**

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**Letter of Understanding #G-5 between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED INC. (KQED)**

VACATIONS

Vacation Preference:

In November of each year, the Union's Vacation Committee and the Employer shall meet and determine the number of Employees who may select vacation at any one time in the following year. The G Unit shall be divided, for vacation selection purposes only, into groups consisting of:

1. Maintenance
2. Master Control
3. Production

A vacation selection calendar shall be posted by the first week of December each year so that Employees may begin the selection process in accordance with this selection process.

Vacation preference within each group shall be determined by seniority within the group. The vacation rules are as follows:

1. Vacation period will start the first Monday of each calendar year.
2. Except for single vacation days, vacations must be taken in full weeks starting on Monday and ending on Sunday. There will be three rounds of vacation picks. Only one contiguous selection will be allowed per round of picks.
3. Vacation selection is initially limited to an Employee's annual vacation accrual. Excess vacation accrued may be selected on a space-available basis after all rounds of the selection process are concluded.
4. The vacation selection process will begin immediately following the posting of the calendar for each group. Employees shall select vacation in order of seniority. An individual may not hold up the selection process by delaying his/her choice for more than two (2) working days after being notified that they are next in rotation in the selection process. After these two (2) days, such an Employee may be bypassed. He/she may use the bypassed pick at any later time, but may not bump any previous picks by other Employees who have subsequently made their pick.
5. One vacation week may be reserved for use as five (5) single vacation days. The Employee must select this option at the time of his/her first pick.
6. Single days may be selected only on each designated line on the calendar. An Employee selecting more than three (3) days in a week must use the full week selection.
7. After the third round of vacation picks, Employees may request the scheduling of single vacation days in writing to the Union Vacation Committee and the Management Committee. Except as provided in item eight (8), below, the request

will be granted as soon as possible, but no later than five (5) days after the request is made unless there is a bona fide operational need that prevents the approval of such request.

8. Two (2) vacation days may be designated by the Employee as “mandatory vacation days.” If an Employee requests “mandatory vacation day(s)” at least twelve (12) days prior to the date(s) being requested it shall be granted as soon as possible, but no later than five (5) days after the request is made and provided there is at least one (1) open position available on the vacation calendar.
9. If an employee wants to change his/her vacation after it is posted, he/she must have written permission by both the Management Committee and the Union Vacation Committee. An Employee must submit a change request form for approval by a member of the Vacation Committee and the Management Committee as soon as possible, but no later than five (5) days after the request is made. A vacation selection may not be changed or cancelled by the Employee fewer than twelve (12) days prior to the vacation date(s) unless there is a bona fide emergency.
10. Requests for vacation days made outside of the annual vacation selection process must be made at least thirteen (13) days prior to the vacation date(s) unless there is an exigency. If there is an open position on the calendar, timely requests will be granted. If there are no open positions on the calendar or the request is not timely, the request will be granted or denied as soon as possible, but will not be unreasonably denied.

**Letter of Understanding #G-6 between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED INC. (KQED)**

For the duration of the current contract, G-2.1.4 shall not be interpreted to require that a Floor Director be assigned to *Check, Please! Bay Area* on remote locations where only a single camera is utilized in a restaurant and no talent is present to cue.

This agreement is entered into on a non-precedent-setting basis. Modifications shall be in writing and signed by both parties.

**Letter of Understanding #G-7 between
NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS
(NABET)—CWA, AFL-CIO
and
KQED INC. (KQED)**

It is understood that during the 2021 Fiscal Year, KQED need not assign a full-time Floor Director in the G Unit Engineering Department. When traditional C Unit duties are performed, they will be staffed by a TV Engineer from the Production Group who shall be assigned on the crew sheet as Teleprompter Operator, Floor Director, or Stage Manager. Upon return to KQED studios at Mariposa Street, easements granted for operation at MediaOne during the COVID-19 pandemic will expire; staffing assignments will be made in accordance with these Agreements. No binding past practice shall be established during the period of these easements.

**MAILROOM AND PBX UNIT APPENDIX
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ARTICLE H-1 - SCOPE OF UNIT

H-1.1 The Unit described herein shall consist of all employees in the classifications set forth in the Appendix, excluding all other employees and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE H-2 - JURISDICTION AND DUTIES

H-2.1 The jurisdiction and duties of the Employees include but are not limited to:

- H-2.1.1 Central PBX console answering duties for KQED and its subsidiaries.
- H-2.1.2 Operation of the Central Communications copier during an assigned eight (8) hour shift per business day for runs over ten (10) copies and at other times jobs of thirty (30) copies or more of a document of any length. It is understood that confidential or sensitive material may be copied by Employees outside of this Unit. Satellite machines in other parts of the building are excluded from jurisdiction.
- H-2.1.3 Regular and scheduled receiving and distribution of incoming mail and deliveries.
- H-2.1.4 Regular and scheduled collections and posting of out-going mail and shipments from the KQED Mailroom.
- H-2.1.5 Regular and scheduled collection and distribution of interoffice mail.
- H-2.1.6 Central reception desk duties.
- H-2.1.7 Maintenance of records for the copy control system, or its successors, if any.
- H-2.1.8 Stocking and distribution of paper, pens and other clerical and related supplies for the Employer and its subsidiaries. Employees shall, as heretofore, order such materials under the direction of their Supervisor provided, however, that this will not prevent non-Unit personnel from ordering supplies on an emergency basis, as heretofore.
- H-2.1.9 The Employer agrees that members of this Unit will not be required to perform security duties normally performed by security personnel (e.g. forcibly preventing anyone from entering the building, forcibly removing someone from the building when appropriate or performing rounds). Unavoidable access to the premises by unauthorized persons shall not, in itself, be a cause for discipline of Unit Employees.

ARTICLE H-3 - EXCEPTIONS TO JURISDICTION

H-3.1 Supervisory employees may be assigned to jurisdictional duties not to exceed twenty (20) hours per week, provided that only one such supervisor be assigned at any given time.

ARTICLE H-4 - SUBCONTRACTING

H-4.1 The Employer may contract out work provided that it is not used to diminish the work normally available to Employees of this Unit or to diminish their future prospects of employment.

ARTICLE H-5- DIFFERENTIALS

H-5.1 All hours worked between the hours of 12:00 midnight and 6:00 a.m. shall be paid at a night-shift differential of fifteen (15) percent above the straight-time or overtime rates due during that period, computed in quarter-hour increments.

ARTICLE H-6- MASTER AGREEMENT

H-6.1 The Master Agreement as constituted on the date of the signing of this Agreement shall apply to Employees in the Mailroom/PBX Unit except for the following:

Article 24 - Automation and Technological Change

ARTICLE H-7 - VACATIONS AND HOLIDAYS

H-7.1 Vacations and holidays shall be in accordance with Company policy.

ARTICLE H-8 - EMPLOYMENT OF RELIEF PERSONNEL

H-8.1 When an Employee is absent due to illness, leaves of absence of any kind, or vacations, if the Employer does not hire a relief person, there shall be no speed-up of work for remaining Unit Employees.

ARTICLE H-9 - EQUITABLE DISTRIBUTION

H-9.1 Whenever practical and possible to do so, the Employer shall rotate assignments and shifts among all Mailroom Employees.

H-9.2 Good faith consideration will be given to Receptionists/PBX Operators according to seniority in the assignment of shifts.

ARTICLE H-10 - TEMPORARY UPGRADES

H-10.1 Packing and Unpacking: In the event an Employee in this Unit is assigned to unpack, and/or repack items that require asset tagging, an upgrade of three dollars (\$3.00) per hour shall be paid for a minimum of four (4) hours. Upgrades exceeding four (4) hours will be paid for no less than eight (8) hours.

H-10.2 Shuttle Driving: The duties of driving the Employer's shuttle van shall be shared jurisdiction of the B-Unit, Utility Maintenance and the H-Unit, Mailroom/PBX. In the event no unit Employee(s) is available to drive, a supervisory employee(s) will operate the shuttle.

A premium of twenty percent (20%) of base pay, with a two (2) hour minimum, shall be paid to employees of the H-Unit. Any driving exceeding the two (2) hour minimum in a workday shall be computed in quarter hour increments.

ARTICLE H-11 - WAGES

H-11.1 Minimum hourly wages shall be as follows:

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	25.19	26.07	26.99	27.93
2	13-24 Months	26.75	27.69	28.66	29.66
3	25-36 Months	29.43	30.45	31.52	32.62
4	36-48 Months	30.97	32.05	33.17	34.33

**MEMBERSHIP CLERICAL UNIT APPENDIX
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ARTICLE I-1 - SCOPE OF UNIT

I-1.1 The Unit described herein shall consist of all employees in the classifications set forth in the Appendix, excluding all other employees and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE I-2 - DUTIES

I-2.1 The jurisdiction and duties of the employees in the unit defined in Article I-1.1 above shall include, but are not limited to, the duties customarily performed by said employees. Such duties include, without limitation, the duties listed in paragraphs I-2.2 below. While the parties recognize that said duties are to be performed by the unit members in the ordinary course of business, the parties also recognize that from time to time Management may have to do these duties to ensure that prompt service is provided to the members of KQED when the unit member normally assigned that task is not available. Management may perform tasks for the purposes of receiving training, instructing personnel, or to evaluate work performance of bargaining unit members. Management will respect the contributions of the employees in the unit, listen to their presentations of best practices, and share plans on changes and updates in advance.

I-2.1.1 In exception to paragraph I-2.1, above, the Development Division shall have responsibility for all activities related to the records and files of Major Donors (defined as donors who give \$1000 or more per year) in the current year and/or in any of the preceding five (5) years.

In further exception, other than NABET Employees may change basic member contact information consisting of name, address, telephone/fax number, and email address when such work is only incidental to the initiating purpose of the communication and provided that Members of the Unit not have their work diminished to less than six hundred and eighty (680) hours per workweek averaged over a six-month period (pay periods 1-13 and pay periods 14-26). Unscheduled sick time will be credited for the computation of the six hundred and eighty (680) hours.

I-2.2 I Unit Members shall:

I-2.2.1 Handle routine communication with members such as that regarding data file errors, changes in names and addresses, and membership services and contribution records.

I-2.2.2 Prepare, receive and check material and data from subcontractors to insure accuracy.

I-2.2.3 Receive and handle routine telephone calls.

I-2.2.4 Inventory, process, and handle shipment of premiums from the Employer's office.

I-2.2.5 Communicate with other KQED departments as necessary on Membership matters.

- I-2.2.6 As directed by Management, train new or existing staff.
- I-2.2.7 Investigate, correct and delete membership data and information on membership computer systems.
- I-2.2.8 Advise and consult with supervisors and with subcontractors regarding compatibility of fundraising forms and data processing formats with individual membership data and information processing systems.
- I-2.2.9 Maintain both computer and non-computer data bases (and audit trail) for memberships and donation categories and files on a current basis.
- I-2.2.10 At Management's direction, research and order pledge and membership fundraising premiums.
- I-2.2.11 Coordinate for the processing and accounting of membership fundraising campaigns and projects.
- I-2.2.12 Investigate, advise and check about computer problems and functions, when such are observed.
- I-2.2.13 Perform routine clerical work for Membership Department, including word processing, reception, typing, filing, xeroxing, etc.
- I-2.2.14 Assist with description, design and scheduling of computer and other information processing systems and reports.
- I-2.2.15 As directed by Management, process corporate contributions.
- I-2.2.16 Assist Supervisor in decision-making and setting priorities for departmental work.
- I-2.2.17 Provide secretarial and administrative assistance to Membership Department Management including transcription of dictated memoranda, correspondence, reports etc.; coordination of the processing of all Membership expenses with division and corporate accounting personnel; arrangement of intrastation meetings, conferences, luncheons etc.; preparation and organization of purchase orders, expense vouchers, personnel requests and time sheets; arrangement of travel and accommodations for Membership Department management; maintenance of the Department Directors confidential files; and handling Membership bank bundles.
- I-2.2.18 Assemble and input data on membership multiple-record batches, assist in operating the KQED computer system for the membership department functions, maintain and ensure the security of the computer room, prepare data back-up tapes and oversee their transportation to offsite storage and schedule and print reports and mass mailings. These duties are restricted to KQED membership department activities. Supervisory Employees may be assigned to duties described in this paragraph not to exceed forty (40) hours per week provided that only one supervisor be assigned at any given time and that at least one full-time unit person is employed for these duties.
- I-2.2.19 As directed by management, assist in programming; such activity,

however, to be limited to membership department applications and to times when such programming does not conflict with the carrying out of the computer operator's responsibilities set forth in paragraph I-2.18 Any Unit Member directed by Management to assist in computer programming above and beyond his/her current duties shall be paid his/her regular wages plus seven percent (7%) in half- day increments.

I-2.2.20 Print and mail pledge bills.

ARTICLE I-3 - DIFFERENTIALS

I-3.1 All hours worked between the hours of 12:00 midnight and 6:00 a.m. shall be paid at the night-shift differential of fifteen percent (15%) above the straight-time or overtime rates due during that period, computed in quarter hour (1/4) increments.

ARTICLE I-4 - MEAL PERIODS

I-4.1 A meal period of one-half (1/2) hour will be scheduled at a regular time to accommodate operational requirements and employee preferences beginning no earlier than three (3) hours from the start of each eight (8) hour work shift and ending no later than two and one half (2 1/2) hours before the end of such shift. Employees may request changes in their scheduled meal period and such requests will not be unreasonably denied, subject to operational consideration.

ARTICLE I-5 - MASTER AGREEMENT

I-5.1 The Master Agreement as constituted on the date of the signing of this Agreement shall apply to Employees in the Membership Department Unit, except the following:

Article 11.6 - Vacation in Lieu of Holidays

Article 13 - Holidays

Article 19 - Subcontracting and the Employer as Fiscal Agent

ARTICLE I-6 – HOLIDAYS

I-6.1 Holidays shall be in accordance with Company policy.

ARTICLE I-7 - SUBCONTRACTING

I-7.1 The Employer may contract out work provided that it is not used to diminish the work of unit members to less than six hundred and eighty (680) hours per work week averaged over a six-month period (pay periods 1-13 and pay periods 14-26).

ARTICLE I-8 - UPGRADES AND COMPENSATION

I-8.1.1 Persons who do upgraded work shall be paid at the higher rate in half-day increments.

I-8.1.2 Recognizing the principle of seniority, current union members will receive good faith consideration for job openings and full time upgrades in the Unit.

I-8.1.3 Employees assigned upgraded duties fifty percent (50%) or more of their time

during the previous six months shall be entitled to a full time upgrade.

I-8.1.4 Additional 10% to Employees conducting training as part of the on-boarding process of new Employees, quarterly refresher training or on processes or procedures new to existing staff.

I-8.1.5 One staff member shall be designated as Analyst. The Analyst's wage rate shall be 19% more than the top step of the wage scale for the Unit. The Analyst performs the following duties: Research problems relating to data and system structure as directed by a supervisor, develop work flow systems, assist in problem research, confer with supervisor on programming problems, investigate and enter data to correct major problems or mass errors caused by computer "bugs," or act as user expert in computer and general processing areas.

I-8.2 No Reduction:

I-8.2.1 No person shall be paid a lower wage because of the enactment of this contract.

I-8.2.2 Notwithstanding any other provisions of these Agreements, for pay seniority purposes, newly hired Employees will be given fifty percent (50%) credit for previous similar experience. Employees other than Regular Full-Time Employees will also be given fifty (50%) credit for any outside similar experience. The Employer will advise applicants of this contract provision in the offer letter, and will forward the signed offer letter, which will include confirmation of applied service credit, along with the hire notice to the Union within fourteen (14) days required by Section 7.6.2 of this Agreement.

I-8.3 Wages:

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	30.73	31.80	32.92	34.07
2	13-24 Months	32.99	34.14	35.33	36.57
3	25-36 Months	35.20	36.43	37.71	39.03
4	36-48 Months	37.46	38.77	40.12	41.33

ARTICLE I-9 – CALL RECORDING

I-9.1 The parties agree that Employees covered under this Appendix, maybe be required to trigger the start, and stop, of manual recordings during telephone conversations with KQED donors to the extent required to accept donations via EFT or similar.

ARTICLE I-10 – MINIMUM CALL REQUIREMENTS

I-10.1 Temporary Employees shall be hired for a minimum of five (5) hours for each occasion hired.

I-10.2 Regular Employees who work on their regularly scheduled day(s) off shall be hired for a minimum of five (5) hours for each occasion, and all overtime and premium pay

rules shall apply.

**DESIGN DEPARTMENT EMPLOYEES APPENDIX
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ARTICLE K-1 - SCOPE OF THE UNIT

K-1.1 The Unit described herein shall consist of all Employees in the classifications set forth in the Appendix, excluding all other employees and supervisors as defined in the National Labor Relations Act, as amended.

ARTICLE K-2 - JURISDICTION AND DUTIES

K-2.1 Jurisdictional Area: All jurisdiction under the Agreement shall apply to KQED studios within the continental United States. Jurisdiction shall also apply to activities as defined in this Appendix within the State of California. Within this area the subcontracting provision of the Master Agreement shall be deemed to be a part of this Appendix.

K-2.2 The duties of the Design Department Employees shall include but not be limited to the following:

K-2.2.1 Designer II: All design work related to the production and promotion of television and radio programs and activities produced by KQED. This shall include, but is not limited to, design and production of sets, titles, animation, content graphics, press kits, posters, ads, all other related materials and consultation for art direction of website pages for television and radio programs produced by KQED.

K-2.2.2 Designer I: Responsible for routine or entry-level projects as assigned by Management and providing assistance to Designer IIs by performing routine portions of more complex projects. Specific duties include preparing business cards, tickets, underwriting counter cards, underwriting announcement cards, name tags, proposal covers, signs and other similar projects which utilize formats or templates. Designer Is may also produce photo mechanical transfers. No materials produced by Designer Is may be used for broadcast.

-- Maintain darkroom and inventory.

-- Research graphic resources for design projects.

Designer I's may be employed for not more than eight (8) hours per week for each full time Designer II employed but not less than forty (40) hours per week.

The above tasks may also be performed by Designer IIs:

K-2.2.3 Design Department Assistant: The duties and jurisdiction of the Design Department Assistant are those normally associated with assisting the Department Manager including but not limited to the following:

The Design Department Assistant shall perform the following tasks:

K-2.2.3.1 Prepare status reports of design projects in progress.

K-2.2.3.2 Prepare monthly Design Department usage report.

K-2.2.3.3 Coordinate station photography requests which are directed to the Design Department

K-2.2.3.4 Maintain Design Department art, photo and print shop files. The Design Department Assistant may also perform the following

tasks.

- K-2.2.3.5 Answer telephones; take and relay messages.
- K-2.2.3.6 Type using micro-computers, typewriters or other equipment; e.g., memos, correspondence, articles, and lists.
- K-2.2.3.7 Order, receive and track supplies.
- K-2.2.3.8 Ship, receive and distribute print orders.
- K-2.2.3.9 Process accounting forms; e.g., design orders and purchase orders.
- K-2.2.3.10 Verify final accounting reports.
- K-2.2.3.11 Proofread.
- K-2.2.3.12 Data enter Design Department generated accounting information.
- K-2.2.3.13 Communicate with clients, vendors and free-lancers.
- K-2.2.3.14 Prepare independent contractor forms.
- K-2.2.3.15 Gather information for project cost estimates.
- K-2.2.3.16 Attend budget meetings.

K-2.3 Exclusions to Jurisdiction:

- K-2.3.1 Any design work related to Fine Tuning magazine or to San Francisco Focus magazine, or any supplements thereto, or any other publications or other activities or events produced in connection therewith.
- K-2.3.2 Nothing in this Appendix shall be construed as limiting the right of the Employer to purchase, lease, commission, or otherwise obtain the following material from any source: sets, scenery, stage properties, models, or special effects.
- K-2.3.3 Nothing in this Appendix shall be construed as limiting the right of the Employer to purchase, lease, commission, or otherwise obtain from any source, the portion of Design work which cannot be performed by Unit Employees and requires the services of a recognized expert or as heretofore, work to be duplicated by office copiers or quick-printing equivalents thereof.
- K-2.3.4 The exclusions as outlined in K-2.3.2 and K-2.3.3 shall be with prior consultation of the Shop Steward, when possible, or as soon thereafter as practical.

ARTICLE K-3 - HOURS OF WORK

K-3.1 In the event an Employee's elapsed workday exceeds a span of ten (10) hours

(ten and one-half (10-1/2) hours in the case of a four (4) day week), a second (2nd) meal period of thirty (30) minutes will be scheduled on the Employer's time. Such meal will be furnished by the Employer or a meal allowance paid equal to that of the Engineering and Floor Units.

K-3.2 In the event an Employee's workday exceeds a span of sixteen (16) hours, a third (3rd) meal period of thirty (30) minutes will be scheduled on the Employer's time. Such meal will be furnished by the Employer or a meal allowance will be paid equal to that of the Engineering and Floor Units.

K-3.3 When an Employee's workweek consists of five (5) consecutive eight (8) hour days, all time worked in excess of eight (8) hours and less than twelve (12) hours per day, and all time worked in excess of forty (40) straight-time hours and less than fifty-two (52) hours per week shall be paid at the rate of time and one-half (1-1/2). All time worked in excess of twelve hours per day and all time worked in excess of fifty-two (52) hours per week shall be paid at the double-time rate, it being understood that there shall be no pyramiding of overtime and that an Employee shall work forty (40) straight-time hours in a week before the weekly double-time provision becomes effective.

K-3.3.1 When an Employee's workweek consists of four (4) consecutive ten (10) hour days, daily overtime shall only be paid after ten (10) hours, but weekly overtime shall be the same as above.

K-3.4 Excess of Forty (40) Hours on Fifth (5th), Sixth (6th) or Seventh (7th) Day: For Employees who work a four (4) day week, work on the fifth (5th), sixth (6th) and seventh (7th) day shall be compensated at time and one-half (1-1/2) for the first eight (8) hours and double time thereafter. For Employees who work a five (5) day week, work on the sixth (6th) day shall be compensated at time and one-half (1-1/2) for the first (1st) twelve (12) hours and double time thereafter; work on the 7th day shall be compensated at time and one-half (1-1/2) for the first (1st) eight (8) hours and double time thereafter.

K-3.5 Whenever practical and possible to do so, the Employer shall rotate assignments among all Regular Designers, and likewise with shift assignments. Such rotation will not be unreasonably withheld, however, determination of such possibility and practicality shall be at the sole discretion of the Employer.

K-3.6 Regular or Regular Part-time Employees shall be given ten (10) days advance notice of all scheduling and of any change of schedule except where the starting time is advanced or delayed two (2) hours or less and except where changes are occasioned by illness.

K-3.7 Designer/Lead Person: There shall be one (1) Designer/Lead Person assigned to the Design Unit. In the event the Designer/Lead Person is absent for five (5) or more days, their replacement shall be temporarily upgraded to the Designer/Lead Person position.

ARTICLE K-4 - TOOLS

K-4.1 Employees covered hereunder shall not be required to provide equipment, tools, or supplies for any purpose.

ARTICLE K-5 - VACATIONS AND HOLIDAYS

K-5.1 Vacations and holidays shall be in accordance with Company policy.

ARTICLE K-6 - OWNERSHIP AND AUTHORIZATION

K-6.1 All rights, title, and interest in any programs, publications or materials upon which an Employee performs services within the scope of his/her employment, including all elements thereof, will belong solely and exclusively to the company for use in any manner or media it may make or authorize throughout the world in perpetuity, subject only to payment to the Employee of the compensation herein specified. Similarly, the work created or developed by an Employee pursuant to this Agreement will be considered a work-made-for-hire; and the company will own all rights in and to the work, including the right to use the same in any and all works produced or licensed by KQED Inc. The Employer may use and authorize others to use an Employee's name, likeness, and biographical materials for publicity and institutional promotional purposes.

ARTICLE K-7 - OUTSIDE EMPLOYMENT

K-7.1 The Employer must be given advance notification whenever possible before a Regular Employee accepts outside employment. In the case of Part-time Regular and Temporary Employees, notice must be given only for work which could reasonably be construed as being a potential conflict of interest or cause adverse effects on the Employer's image. If advance notice is not possible, the employee will notify the Employer as soon as possible. It must be realized that employment with the Employer is the Employee's primary responsibility. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, refusal to work overtime, or inability to complete assignments. Should the Employer determine that the outside employment causes or contributes to any of these situations or that it adversely affects the Company's image, it must be discontinued. An Employee who has accepted outside employment is not eligible for paid absences when the absence is caused or aggravated by the second job.

ARTICLE K-8 - WAGES

K-8.1 Wages for Part-time Employees shall be pro-rated according to hours worked.

K-8.2 Minimum weekly wages shall be as follows:

Design Department Assistant:

Step	Months of Service	10/18/21 Hourly Rate	10/17/22 Hourly Rate	10/16/23 Hourly Rate	10/14/24 Hourly Rate
1	0-12 Months	31.07	32.16	33.28	34.45
2	13-24 Months	33.06	34.21	35.41	36.65
3	25-36 Months	34.89	36.11	37.37	38.68

Designer I:

Step	Months of Service	10/18/21	10/17/22	10/16/23	10/14/24
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	0-12 Months	32.43	33.56	34.74	35.95
2	13-24 Months	35.78	37.03	38.33	39.67
3	25-36 Months	39.36	40.74	41.96	43.22

Designer II:

Step	Months of Service	10/18/21	10/17/22	10/16/23	10/14/24
		Hourly Rate	Hourly Rate	Hourly Rate	Hourly Rate
1	0-12 Months	35.28	36.52	37.80	39.12
2	13-24 Months	41.01	42.24	43.50	44.81
3	25-36 Months	47.36	48.78	50.24	51.75
4	36-48 Months	51.58	53.13	54.72	56.37

ARTICLE K-9 - TEMPORARY UPGRADES

- K-9.1 In the event a Designer I is assigned as a Designer II the Designer I shall be paid at the Designer II rate.
- K-9.2 In the event that a Unit Employee is temporarily upgraded to a higher paid classification than that to which regularly assigned, the Employee shall be paid at the applicable wage scale for such higher classification for a minimum of eight (8) hours pay.
- K-9.3 In no event, however, is a Designer to receive less than that Designer's regular wage scale, if assigned temporarily to a lower classification.
- K-9.4 In the event a Unit Employee works in a higher classification for more than six (6) weeks for purposes other than covering vacation or illness that Employee will be permanently upgraded to that classification.
- K-9.5 The Lead Designer Upgrade differential shall be ten percent (10%) of base pay.

ARTICLE K-10 - INTERN PROGRAM

- K-10.1 The Employer and the Union agree on the value of an internship program. Interns may be assigned Designer duties by mutual agreement between the Union and the Employer.