

A G R E E M E N T

This Agreement is made and entered into this ____ day of _____, 2005, by and between UNIVISION TELEVISION GROUP, INC., for its Television Station WGBO-TV, having its principal offices at 541 North Fairbanks Court, 11th Floor, Chicago, Illinois 60611 (hereinafter referred to as the "Employer") and NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS, LOCAL 41, COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I

Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time, temporary and per diem engineering and news department employees, but excluding all producers, on-air talent, creative services department employees, clerical employees, guards and supervisors as defined in the National Labor Relations Act.

ARTICLE II

Union Security and Checkoff

Section 2.1 Membership

- a. As a condition of employment, all employees covered by this Agreement shall, thirty

(30) days after the execution of this Agreement, or in the case of new employees, thirty (30) days after the date of hire (or thirty (30) actual days worked within a two-year period in the case of part-time, temporary or per diem employees), become members of the Union and remain members in the Union during the term of this Agreement and by paying to the Union the fees, dues and other attendant costs of such membership, or by paying to the Union an agency fee, which is an amount equal to the Union's initiation fee and monthly dues less that portion of the Union's fees and dues which are not related to the Union expenditures for those activities normally or reasonably undertaken by the Union to represent the employees in its bargaining units with respect to their terms and conditions of employment, as prescribed by laws. No intern shall be required, as a condition of employment, to become or remain a member of the Union.

b. The Employer shall not be required to discharge any employee for failure to attain or to maintain membership in the Union unless it shall have received ten (10) days written notice from the Union prior to the date such discharge is demanded by the Union. If the Employer discharges any employee upon written demand by the Union, the Employer shall not be required, except at its own election, to re-employ such employee, and if re-employed, such employee shall in all respects become a new employee.

c. It is agreed that the Employer will not be required to discharge an employee in any instance where it would result in violation of the Labor-Management Relations Act of 1947, as amended.

Section 2.2 - Checkoff

During the term of this Agreement, the Employer agrees to deduct Union membership dues levied by the Union in accordance with the Constitution and By-Laws of the Union, from the pay of each employee who executes or has executed the "Authorization for Checkoff of Dues" as set forth in Attachment 1. The Union accepts the responsibility for advising new employees of their obligations under this section and of supplying such employees with copies of this Agreement and the "Authorization for Checkoff of Dues" form. The Union also accepts the responsibility of advising the Employer of any change in the amount of dues owed by any employee from that paid the previous month. The Company will provide to the Union the Social Security number of each bargaining unit employee.

Section 2.3 - Indemnification

The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability, including without limitation, liability under the provisions of any Federal or State statute, that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article II.

ARTICLE III

Management Rights

Subject to the provisions of this Agreement, the Employer shall have the right to manage its operations, direct the working forces, plan, direct and control its operations, to employ, suspend, demote, discharge or otherwise discipline for just cause, to transfer employees from job to job within the bargaining unit, and to lay off employees because of a reduction in work and/or other legitimate reasons, to issue, change or abolish regulations and rules of employee conduct (including reasonable suspicion drug and alcohol testing) and determine methods of operations, to require employees to observe reasonable Employer rules and regulations, to introduce new and improved methods of operation or facilities, to set reasonable standards of performance, to change, add to, or modify these standards and evaluate the performance of individual employees with respect to those standards, and to change paydays and pay periods. The right to reasonably accommodate disabled persons in accordance with applicable laws notwithstanding other provisions of this Agreement, is vested exclusively in the Employer. The foregoing enumeration of management functions shall not be deemed to exclude other management functions not specifically listed herein, provided the exercise of such other management functions does not conflict with the terms and conditions provided by this Agreement.

ARTICLE IV

No Strike/No Lockout

Section 4.1 - No Strike

- a. During the term of this Agreement there shall not be, nor shall the Union encourage or sanction, any strike (including sympathy strikes), picketing, slowdown or intentional interference with the Employer's operations. It is understood and agreed, however, that the Union reserves the right hereunder to refuse to permit its members to be assigned, transferred, or required to go to any other station, transmitter or studio where a lawful strike by a labor organization is in progress, except for news gathering activities.
- b. If any strike or other form of work stoppage occurs in violation of this Agreement, the Union agrees immediately and publicly to disavow such strike or work stoppage and to use all reasonable means to prevent the conduct and continuance of such strike or work stoppage.
- c. If any strike or other form of work stoppage occurs in violation of this Agreement, any employee or employees instigating, fomenting, actively supporting, or continuing such strike or work stoppage shall be subject to immediate discipline, including discharge. Any discipline under this Section shall be subject to the grievance and arbitration provisions of Article V.

Section 4.2 - No Lockout

The Employer agrees that no lockout against any or all of its employees shall take place during the term of this Agreement.

ARTICLE V

Grievance and Arbitration Procedure

Section 5.1- Grievance Procedure

Grievances are defined as any alleged violation of the terms of this Agreement or differences of opinion as to its interpretation or application. Should a grievance arise during the term of this Agreement, the aggrieved employee or employees shall first take it up with the supervisor(s). The employee(s) may also request that a Union Steward present the grievance to Management or that a Steward be present during the meeting with the supervisor(s). Should the grievance remain unresolved after such discussion, it shall be reduced to writing within fifteen (15) days of the aggrieved incidents on appropriate forms and signed by the Steward or, in the case of a grievance filed by the Union, a Union representative. The written grievance shall state the essential facts involved.

Such written grievance shall be filed with the Management supervisor and with the Union for processing to the Local Grievance Committee. Grievances of a general nature may be initiated by the Union.

Section 5.2 - Local Grievance Committee

The Local Grievance Committee shall be designated by the Union and its size shall be mutually agreed upon by the parties. Local grievance meetings shall be held between the Employer and the Local Union Grievance Committee as required.

Section 5.3 - Arbitration Procedure

If the grievance is not settled at the grievance meeting, the Union or Employer may within fifteen (15) days request arbitration by delivering a signed, written, notice to that effect directed to the other party. However, it is understood that not more than one (1) grievance shall be referred to the arbitrator. After a matter is referred to arbitration by either party, a joint request shall be submitted to the Federal Mediation and Conciliation Service (FMCS) to name a panel of seven (7) arbitrators, each of which must be a member of the National Academy of Arbitrators. After the panel of arbitrators is received, representatives of the Union and an Employer representative shall select an arbitrator by alternately striking six (6) names from the list, with the party submitting the grievance to arbitration striking first. Either party can reject one entire panel. The remaining name shall designate the name of the arbitrator.

A final decision or award of the arbitrator shall be made within thirty (30) days after the close of the hearing. Such decision shall be final and binding on both parties.

Each party will bear its own expense in carrying out the provisions of this Article, but will share equally the expense of the arbitration.

In no event shall the arbitrator modify or amend the provisions of this Agreement, nor shall the same questions or issues be the subject of arbitration more than once, except upon a showing of new evidence, change of condition, or circumstances.

Section 5.4 - Time Limits

Any time limits under this Article can be extended by mutual agreement.

ARTICLE VI

Hours of Work

Section 6.1 – General

Employees covered by this Agreement shall be paid only for hours worked in each regular work week, except as provided in Articles VI (meal period), VII (holidays), VIII (vacation), and XI, hereof. The Employer reserves the right to establish and adjust working hours in accordance with the requirements of operations.

Section 6.2 - Regular Workweek

The regular workweek shall begin at 12:01 a.m. Monday and end at 12:00 midnight on the following Sunday.

Section 6.3 - Regular Workday

Eight (8) or ten (10) consecutive hours shall constitute a regular workday. Employees assigned to eight (8)-hour normal workdays and ten (10)-hour workdays shall have a normal workweek of five (5) workdays and four (4) workdays, respectively.

Work starting on one calendar day and continuing into the next calendar day (whether scheduled in that manner or by the addition of overtime hours) shall have all the hours worked attributable to the first day and shall be considered as one workday.

Section 6.4 – Meal Periods

Employees scheduled to work a shift of eight (8) hours or longer shall whenever practicable, receive a paid meal period of thirty (30) minutes, typically commencing between the third and sixth hour of the shift. Paid meal periods shall not be considered time worked for purposes of overtime payments or any other reason. In the event an employee does not get a meal period, a ten dollar (\$10) incentive shall be paid to the affected bargaining unit member. It is further understood that from time to time employees may eat their meals on the job in order to limit the length of their work shift, in which case the ten dollar (\$10) incentive will not apply.

Section 6.5 - Rest Periods

There will be no scheduled rest or break periods during a shift. However, the Employer will maintain its existing practice of allowing employees to take reasonable, personal breaks as needed, consistent with the operating needs of the Station.

Section 6.6 - Work Schedules

The Employer shall establish a regular weekly work schedule for each employee. The Company will post and schedule job assignments in a central area. Any changes in the employees' regular work schedules shall be posted by Thursday of the preceding week. Notwithstanding the foregoing, an employee's schedule may be changed for other than days off, provided that the notification of such change is given to the employee by the Employer no later than 6:00 p.m. of the day before the day in question. If schedule changes are desired thereafter,

such changes can only be made by adding work time to the previously scheduled hours at the applicable overtime rate of pay. Management will communicate such schedule changes after posting directly to the individual involved, person to person. Nothing in this Article shall prohibit an employee from being required to work on his/her scheduled day(s) off.

Section 6.7 – Days Off

- a. Each full-time employee assigned to a five-day workweek will be scheduled to receive two (2) consecutive days off in each week, which shall be scheduled to be during a week or to be the Sunday of one week and the Monday of the next week.
- b. Each full-time employee assigned to a four-day workweek will be scheduled to have three (3) consecutive days off in each week, which shall be scheduled to be during a week or to be the Saturday and Sunday of one week and the Monday of the next week, or the Sunday of one week and the Monday and Tuesday of the next week. Upon mutual agreement between the Station and the affected employee, the employee may be scheduled for two (2) consecutive days off plus one other day.
- c. Employees shall be allowed to switch days off with prior approval of their supervisor with pay per “natural schedule,” meaning that the employee continues to receive his or her own base rate but no additional premiums or penalty (e.g., turnaround pay, overtime, night shift differential) unless the employee for whom the employee substitutes would have received such premium or penalty. For example, if Employee “A” substitutes for

Employee “B” and “B” would not receive turnaround pay had “B” worked as scheduled, “A” would receive no turnaround pay even if he reports to work less than 12 hours from his previous work assignment. Similarly if Employee “C” customarily works night shifts but substitutes for Employee “D”, on the day shift, “C” would not receive a night shift differential.

Section 6.8 – Turnaround

- a. No employee shall be assigned to a tour on a work day until twelve (12) hours have elapsed since their last previous work assignment has terminated, except as provided in (b) below.
- b. Assignments during any of the above turn-around periods shall be compensated for, in addition to the regular rate, at \$6.25 (as of the effective date of this Agreement), \$6.50 (effective March 1, 2007, through February, 2009), \$6.75 (effective March 1, 2009 through February, 2010) per hour for the portion of such assignment which encroaches on such turn-around period. None of the turn-around provisions shall apply to tours separated by vacation, holidays not worked, sick days, or by leave of absence.

Section 6.9 - Overtime

- a. All employees shall be required to work reasonable amounts of overtime as determined by the Employer. Employees will be paid time and one-half (1-1/2) for all work performed in excess of forty (40) hours in any one workweek or in excess of ten (10) continuous hours in any

tour of duty. Employees will be paid two and one-half (2-1/2) times their regular base pay for all hours worked on the seventh consecutive workday in any workweek. In no case shall overtime accrue on overtime, nor shall premium pay or overtime be considered part of the employee's base pay. In no case shall premium pay be considered as overtime.

b. Full-time regular employees shall not have their scheduled hours reduced because they have worked overtime earlier in the workweek. If employees are required to work fourteen (14) consecutive days, they shall be scheduled for at least one day off commencing on the fifteenth day.

c. In the event a full-time employee is returned to work after one (1) hour from the completion of his or her original tour or called into work on that employee's day off, such employee shall be scheduled for not less than four (4) consecutive hours of work.

ARTICLE VII

Holidays

Section 7.1 – Holidays

The holidays recognized under this Agreement shall be as follows:

New Year's Day

Labor Day

Martin Luther King Day

Thanksgiving Day

President's Day	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

It is agreed that Independence Day, Christmas Day and New Year's Day shall be celebrated on the actual date of such holidays (July 4, December 25, and January 1).

In addition, each year the Employer will designate a floating holiday for all eligible employees. Eligible employees will be permitted to take two (2) personal days each year; it being understood that the second personal day can be taken only if such employee has one (1) available sick day. One (1) personal day must be scheduled at least fourteen (14) days in advance; a second personal day may be scheduled with at least seven (7) days advance notice. The second personal day, if taken, will be deducted from an eligible employee's bank of available sick days. Personal days may be scheduled only at times when the Employer determines, in its sole discretion, that the personal days will not interfere with station operations. Part-time employees are not eligible for personal days.

Section 7.2 – Holiday Pay

a. An employee who must work part or all of a normally scheduled shift assignment on a holiday specified in Section 7.1 above, or who works as a result of switching with another employee, with supervisory approval, will receive eight (8) hours pay at the employee's appropriate straight-time hourly rate (ten (10) hours pay if the employee is on a 4-day schedule)

and will also receive additional pay at the employee's applicable straight-time or overtime hourly rate for actual hours worked.

- b. A full-time regular employee who is not scheduled to work on a holiday shall be paid eight (8) hours pay at the employee's base hourly rate (ten (10) hours pay if the employee is on a 4-day schedule). Holidays which are compensated, but not worked, shall be considered hours worked for the purpose of overtime payment.
- c. Part-time employees and daily hires will receive holiday pay for actual hours worked on a holiday.

ARTICLE VIII

Vacations

Section 8.1 - Eligibility For Vacations

- a. Effective January 1, 2005 all full-time regular employees who have been in the continuous full-time employment of the Employer less than five (5) years shall be entitled to vacation with pay accumulated at the rate of 6.667 hours per calendar month.
- b. Effective January 1, 2005 all full-time regular employees who have been in the continuous full-time employment of the Employer for at least five (5) years but less than fifteen (15) years shall be entitled to vacation with pay accumulated at the rate of ten (10) hours per calendar month.

c. Effective January 1, 2005 all full-time regular employees who have been in the continuous full-time employment of the Employer for at least fifteen (15) years but less than twenty-five (25) years shall be entitled to vacation with pay accumulated at the rate of 13.333 hours per calendar month.

d. Effective January 1, 2005 all full-time regular employees who have been in the continuous full-time employment of the Employer for twenty-five (25) years or more shall be entitled to vacation with pay accumulated at the rate of 16.667 hours per calendar month.

e. In addition as of January 1, 2005 all regular full-time employees shall be entitled to an amount of vacation with pay to which they would be entitled as of their next anniversary date pursuant to the vacation plan in effect prior to January 1, 2005, on a pro-rata basis, calculated by dividing the number of full months of service since their most recent anniversary date by twelve (12). Nothing herein shall be construed to extinguish unused vacation due employees as of their most recent anniversary date under the vacation plan in effect prior to January 1, 2005.

f. It is understood that the number of hours of vacation accumulated per year shall be rounded to the nearest whole hour and that employees shall not accumulate vacation during the period of a discretionary leave under Article XI, Section 11.1(a).

Section 8.2 – Scheduling of Vacations

a. Vacations will, as far as possible, be granted at times most desired by employees, but the final right to schedule an employee's vacation period is reserved to the Employer in order to

assure the orderly and efficient operation of the Station.

- b. Effective January 1, 2005, for the purposes of vacation scheduling the vacation period shall be the calendar year.
- c. In order to assure the orderly and efficient operation of the Station, certain restrictions regarding vacation selection may be imposed by the Employer. The Employer shall post all vacation selection rules and restrictions each calendar year by November of the previous year.
- d. Employees will be allowed from November 1st through November 30th of each year to indicate their vacation preferences for the following calendar year. The amount of vacation which they shall be allowed to take in that calendar year shall be the amount vested as of the date the vacation is taken in that year. Where such requested vacation times conflict, preference shall be given to the more senior employee in the job classification. The Employer shall notify employees of whether their preferences have been granted by December 15th. Vacation requests submitted after November 30th will be considered on a first come, first served basis.
- e. The Employer shall not deny an employee's vacation request or change a scheduled vacation once approved because individuals who are not in the bargaining unit are scheduled to be on vacation.
- f. Once a vacation is approved by the Employer, it shall not be changed at the request of an employee except if the Employer's operations are not unreasonably interfered with and no

commitments have been made by the Employer to engage freelancers. Once a vacation has been approved by the Employer, the Employer shall not change the employee's vacation schedule at the Employer's initiative unless there are compelling business reasons to do so and the Employer has provided the employee with as much advance notice as feasible.

g. Vacation time must be taken in full and in one-week (or more) increments; provided, however, that up to one week of single vacation days may be taken when a request for such single vacation day(s) is made by the employee and approved by the Employer in its sole discretion.

h. Employees shall not be permitted to utilize accumulated vacation during their first six (6) months of employment.

Section 8.3 - Vacation Pay

Each employee entitled to an annual vacation in accordance with the provisions of this Article shall be paid his/her base weekly rate of pay for each week of such vacation. If an employee wishes to receive vacation pay in advance of a scheduled vacation, a written request must be submitted at least four (4) weeks prior to the payday immediately preceding that employee's scheduled vacation.

Section 8.4 Vacation Accumulation

Employees with less than five years service shall be permitted to accumulate up to twenty (20) days (160 hours) vacation; employees with at least five (5) but less than fifteen (15) years of

service shall be permitted to accumulate up to thirty (30) days (240 hours) vacation; employees with fifteen (15) but less than twenty-five (25) of service shall be permitted to accumulate up to forty (40) days (320 hours) vacation; and employees with twenty-five (25) or more years of service shall be permitted to accumulate up to fifty (50) days (400 hours) vacation. Once an employee has accumulated the maximum number of vacation hours as set forth above, the employee will not accumulate additional vacation time until the employee uses enough vacation time to bring the total accumulated vacation balance below the maximum number at which time vacation will accumulate again as of the next month following the month in which the vacation balance falls below the maximum accumulation.

Section 8.5 – Vacation Upon Ceasing Employment

The Employer will pay the full amount of accumulated vacation at the employee's then current base rate when an employee's employment ends.

ARTICLE IX

Seniority

Section 9.1 - Definition

a. Seniority of each regular full-time employee shall be computed from his/her first day of work with the Employer (except that no employee shall be credited with seniority until he/she completes the probationary period set forth in Section 9.2 below). For purposes of determining seniority, all employees in the employ of the Employer at the time of the execution of this Agreement shall be credited for time they have heretofore been continuously employed by the Employer. Employees will also be credited for time they were continuously employed by the Employer's predecessor(s).

b. In the event that more than one (1) employee has the same seniority date, their relative seniority shall be determined by drawing lots in the presence of the employees affected.

Section 9.2 - Probationary Period

For the first one-hundred and twenty (120) days of their regular full-time employment (or any extension or reduction thereof mutually agreed upon by the Employer and the Union) all employees shall be considered probationary employees. Probationary employees will be paid in accordance with the minimum salary levels for their job classifications, but will not be entitled to any other benefits provided under this Agreement unless expressly provided herein.

Probationary employees may be laid off or terminated at any time, with or without cause, at the discretion of the Employer, and such layoff or termination shall not be subject to the grievance

and arbitration provisions of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall date from the employee's most recent date of hire.

Section 9.3 - Termination of Seniority

An employee's seniority shall be terminated for all purposes, and the employment relationship terminated, if an employee:

- a. Quits or resigns;
- b. Is discharged for just cause;
- c. Fails to return to work upon recall from layoff within ten (10) days after being requested to do so by the Employer;
- d. Fails to return to work as scheduled following a vacation or an approved leave of absence or accepts other employment while on leave of absence without prior approval; unless a reason is provided to the Employer, with documentation upon request, which is satisfactory to the Employer in its sole discretion.
- e. Is laid off for a continuous period of time equal to the employee's length of service up to a maximum of twelve (12) months for employees with less than ten (10) years continuous service and up to a maximum of twenty-four (24) months for employees with ten (10) or more years continuous service;
- f. Is off work due to a non-occupational illness or injury for twelve (12) consecutive months;

g. Retires.

Section 9.4 - Layoff

a. In the event of a reduction in the number of employees in any job classification set forth in Section 10.1 or otherwise covered by this Agreement, the Employer agrees to lay off employees in the classification in the following order: probationary employees, part-time employees, full-time employees with the least bargaining unit seniority. For purposes of this layoff provision only, the classifications of Operations Technician I and II shall be treated as a single classification. The Employer agrees that it will not utilize part-time employees in a classification without first offering the available work to any regular full-time employees who are on layoff who are qualified to perform such work.

b. Any full-time regular employee who at the time of his/her layoff is notified that the layoff is reasonably anticipated to exceed three (3) months shall be given the option of being terminated and receiving severance pay in lieu of layoff. Employees shall retain this option after any layoff exceeds three (3) months until their seniority is terminated under Section 9.3(e), at which time they will be paid their severance pay. Severance pay will be an amount equal to two (2) weeks pay for the first year of service and one (1) week's pay for each year of service thereafter up to a maximum of twenty (20) weeks pay. Severance pay for partial years of service will be calculated on a pro rata basis. Employees electing to receive severance pay under this Section will lose their

seniority as provided under Section 9.3 above and will not be eligible for recall under Section 9.5 below.

Section 9.5 - Recall

Laid off employees shall be recalled to their previous job classifications in order of their bargaining unit seniority. Laid off employees shall also be offered recall to fill vacant positions in any other job classification(s) which they have the present skill and ability to perform if no other employees are currently on layoff from said classification(s). If an employee accepts recall to a different job classification, the employee will no longer be eligible for recall to the job classification from which he/she was originally laid off. In order to be eligible for recall, employees must keep the Employer advised of their current mailing address and telephone number. Offers of recall shall be made by certified mail, with copies to the Union.

Section 9.6 - Part-Time and Temporary Employees

The Employer shall have the unlimited right to employ as many part-time, temporary or per diem employees as it deems necessary to meet its operating needs. Said employees shall not receive any benefits provided employees under this Agreement unless otherwise required by applicable law or as specifically provided in this Agreement. Part-time employees shall be scheduled for a minimum of four (4) hours on each day worked but may be scheduled for split shifts. In the event a part-time employee works thirty-five (35) hours or more per week for 90% of the weeks in a consecutive six-month period, the employee will be converted to full-time

status (provided the hours worked are not a result of another full-time employee's temporary absence from work).

ARTICLE X

Wages

Section 10.1 – Minimum Salaries

Employees shall be paid the following minimum base weekly rate for work performed effective the first pay period following March 1, of each designated year:

Job Title		<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
<u>Increase over previous year</u>		<u>4%</u>	<u>3%</u>	<u>3%</u>	<u>3.5%</u>	<u>4%</u>
<u>Maintenance Technician</u>	<u>Percent of CBA rate</u>					
<u>0 - 1</u>	<u>70%</u>	<u>672.78</u>	<u>692.96</u>	<u>713.75</u>	<u>738.73</u>	<u>768.28</u>
<u>1 - 2</u>	<u>85%</u>	<u>816.95</u>	<u>841.46</u>	<u>866.70</u>	<u>897.04</u>	<u>932.92</u>
<u>2 + over</u>	<u>100%</u>	<u>961.12</u>	<u>989.95</u>	<u>1019.6</u> <u>5</u>	<u>1055.3</u> <u>4</u>	<u>1097.55</u>

<u>Operations Technicians I</u>						
<u>0 - 1</u>	<u>70%</u>	<u>512.18</u>	<u>527.55</u>	<u>543.38</u>	<u>562.39</u>	<u>584.89</u>
<u>1 - 2</u>	<u>85%</u>	<u>621.94</u>	<u>640.60</u>	<u>659.81</u>	<u>682.91</u>	<u>710.22</u>
<u>2 + over</u>	<u>100%</u>	<u>731.69</u>	<u>753.64</u>	<u>776.25</u>	<u>803.42</u>	<u>835.56</u>

<u>Operations Technicians II</u>						
<u>0 - 1</u>	<u>70%</u>	<u>481.80</u>	<u>496.26</u>	<u>511.15</u>	<u>529.04</u>	<u>550.20</u>
<u>1 - 2</u>	<u>85%</u>	<u>585.05</u>	<u>602.60</u>	<u>620.68</u>	<u>642.40</u>	<u>668.10</u>
<u>2 + over</u>	<u>100%</u>	<u>688.29</u>	<u>708.94</u>	<u>730.21</u>	<u>755.77</u>	<u>786.00</u>

<u>Photographer / Editor</u>						
<u>0 - 1</u>	<u>70%</u>	<u>607.68</u>	<u>625.91</u>	<u>644.68</u>	<u>667.25</u>	<u>693.94</u>
<u>1 - 2</u>	<u>85%</u>	<u>737.89</u>	<u>760.03</u>	<u>782.83</u>	<u>810.23</u>	<u>842.64</u>
<u>2 + over</u>	<u>100%</u>	<u>868.11</u>	<u>894.15</u>	<u>920.98</u>	<u>953.21</u>	<u>991.34</u>

<u>Writer</u>						
<u>0 - 1</u>	<u>70%</u>	<u>585.97</u>	<u>603.55</u>	<u>621.66</u>	<u>643.42</u>	<u>669.16</u>
<u>1 - 2</u>	<u>85%</u>	<u>711.54</u>	<u>732.89</u>	<u>754.87</u>	<u>781.29</u>	<u>812.55</u>
<u>2 + over</u>	<u>100%</u>	<u>837.11</u>	<u>862.22</u>	<u>888.09</u>	<u>919.17</u>	<u>955.94</u>

<u>Assignment Editor</u>						
<u>0 - 1</u>	<u>70%</u>	<u>481.80</u>	<u>496.26</u>	<u>511.15</u>	<u>529.04</u>	<u>550.20</u>
<u>1 - 2</u>	<u>85%</u>	<u>585.05</u>	<u>602.60</u>	<u>620.68</u>	<u>642.40</u>	<u>668.10</u>
<u>2 + over</u>	<u>100%</u>	<u>688.29</u>	<u>708.94</u>	<u>730.21</u>	<u>755.77</u>	<u>786.00</u>

<u>Videotape Librarian</u>						
<u>0 - 1</u>	<u>70%</u>	<u>408.01</u>	<u>420.26</u>	<u>432.86</u>	<u>448.01</u>	<u>465.93</u>
<u>1 - 2</u>	<u>85%</u>	<u>495.45</u>	<u>510.31</u>	<u>525.62</u>	<u>544.02</u>	<u>565.78</u>
<u>2 + over</u>	<u>100%</u>	<u>582.88</u>	<u>600.36</u>	<u>618.38</u>	<u>640.02</u>	<u>665.62</u>

Section 10.2 - Payment Above Minimums

Nothing in this Agreement shall be construed to limit or in any way restrict the right of the Employer to pay wages above the agreed minimums to employees on an individual merit basis.

Section 10.3 - Base Rates

The term "base weekly rate" is defined as that pay which an employee receives for forty (40) hours of straight-time work. An employee's "base hourly rate" is defined as one fortieth (1/40th) of that employee's base weekly rate. Part-time employees paid on an hourly basis shall be paid no less than the minimum base hourly rate for the work performed.

Section 10.4 - Night Differential

a. The minimum base weekly rate for employees whose shift begins at or after 9:00 p.m. and before 4:00 a.m. (and whose scheduled shift is at least four (4) hours in duration) shall be 10% higher than the rates set forth in Section 10.1.

b. An employee who is assigned to work between the hours of 12:00 (midnight) and 7:00 a.m. shall be paid a premium of 10% of his/her base hourly rate for all such hours worked, provided the employee is working at a straight-time rate and not receiving any other higher premium pay (e.g., overtime, turnaround, etc.) for said hours worked.

Section 10.5 - Temporary Assignments

a. An employee temporarily assigned for at least one (1) hour in a shift to perform duties normally associated with another job classification shall receive his/her base hourly rate or the minimum base hourly rate of the other classification, whichever is higher, for all time actually worked in fifteen (15) minute increments in the other classification. If the temporary assignment is to function as a producer or field producer, the employee will receive \$5.00 per hour in addition to his/her base hourly rate.

In the event any individual employee is upgraded on a full-shift basis for a period of 150 working days in any calendar year (and is not covering the shift of another employee who is absent from work), then the Employer shall post the vacancy in the higher-rated classification in accordance with the provisions of Section 15.2.

b. Employees, while being trained in a higher job classification, may be assigned for a period not to exceed twenty (20) working days to perform work in that classification at their normal rate of pay. If employees are assigned to the higher classification during any other time, they will receive the appropriate rate of pay in such higher classification. An employee who is assigned to a job in which the employee has no recent prior experience will be given a reasonable opportunity to learn and adjust to the new duties, equipment or procedures and shall receive a reasonable amount of individual training if necessary.

Section 10.6 – Lump Sum Payment

Each employee who (i) was on the payroll as of the date that Univision was notified by NABET, Local 41 of the ratification of the Agreement and (ii) who was hired prior to January 1, 2005 has received by separate check a one-time lump sum payment less tax withholding calculated as follows:

- a) Full-time employees with more than one-year service as of January 1, 2005: \$900 less withholding;
- b) Full-time with less than one year service as of January 1, 2005: pro rata lump sum payment calculated by dividing the number of full months worked by the employee in calendar 2004 by 12 and multiplying the result by \$900.
Example: A full-time employee meeting the qualifications set forth in (i) and (ii) above who hired on March 15, 2004 would have worked 8 full months as of December 31, 2004. This employee would receive $8/12 \times \$900 = \600 less withholding;
- c) Part-time employees: a pro-rata lump sum calculated by dividing the straight-time hours worked from January 1, 2004 through December 31, 2004 by 2080 and multiplying the result by \$900. Example: A part-time employee meeting

the qualifications set forth in (i) and (ii) above who worked 1200 straight time hours in 2004, would receive $1200/2080 \times \$900 = \519.23 less withholding.

d) Per diem employees are not eligible for the lump sum payments.

ARTICLE XI

Leaves of Absence

Section 11.1 - Discretionary Leave

- a. A personal leave of absence without pay may be granted for good cause by the Employer to an employee for a period of up to three (3) months, upon written application by the employee and seniority will accrue for such days absent.
- b. Casual absences, not exceeding five (5) working days in any one contract year with or without pay, but with the consent of the Employer, will not be deemed a leave of absence under this Article and seniority will accrue for such days absent. Absences in excess of such five (5) days shall be deemed leaves of absence under this Article.

Nothing in this paragraph shall be construed as granting rights to an employee as to any days off without the consent of the Employer.

Section 11.2 - Military Leaves

- a. Employees who have entered or who hereafter shall enter the Armed Forces of the United States shall accumulate seniority with the Employer during such service with the Armed Forces, and, upon the completion thereof, shall be entitled to reinstatement to the extent and under the circumstances that reinstatement may be required under the applicable laws of the United States.

b. Any employees who are in the National Guard or active reserve of any of the Armed Forces of the United States shall be granted a leave of absence for any required training period. Seniority and all other benefits shall continue to accrue during such leave. During such training period or in the event any such employees are ordered to emergency active duty as part of an emergency mobilization of the unit to which they belong, they will be paid the difference between their base salary and the taxable compensation received from the military; provided that such payments will not be made for more than two (2) weeks per calendar year.

Section 11.3 - Sick Days

a. Full-time regular employees who have successfully completed ninety (90) days of continuous employment will accrue paid sick days at the rate of one-half (1/2) day per month for the balance of the first year of employment. Thereafter, such employees will accrue paid sick days at the rate of ten (10) days each year.

b. Part-time employees who have successfully completed 360 hours of employment will thereafter accrue paid sick days at the rate of one (1) day for every 210 hours worked. Sick leave taken during a calendar year must first be deducted from that year's earned sick leave allowance. Any sick leave taken in excess of the yearly allowance will be deducted from the employee's sick leave account, if available.

c. Unused sick leave up to ninety (90) days may be accumulated from previous years. Additional periods may be granted by the Employer at its discretion.

- d. During January of each year the Employer shall provide each employee with a statement of his sick leave account.
- e. Paid sick days may be used only for employees, their spouses, their minor children (under the age of 21) or a domestic partner's illness or injury. However, employees who must schedule medical appointments during working hours shall have the option of crediting these hours against unused sick days. Paid sick days shall be considered hours worked for purposes of overtime payments.
- f. The Employer may require satisfactory evidence from a physician of illness or disability in excess of two (2) consecutive days or six (6) separate days in a calendar year.
- g. In addition, the Employer may upon prompt notice require evidence (which in its determination is satisfactory) of illness if an employee has three or more sick days in a rolling twelve (12) month period occurring on the day before or the day after the employee's day off, vacation day, a holiday, a weekend or in a week in which overtime is worked. In the event that the employee does not promptly provide such evidence he or she shall receive the following progressive discipline for infractions whenever they occur:

(First infraction)	-	Verbal warning
(Second infraction)	-	Written warning
(Third infraction)	-	Subject to disciplinary action up to and including discharge.

Section 11.4 – Family and Medical Leaves

In addition to the leaves of absence enumerated in other Sections of this Article XI,

employees with more than one (1) year of continuous service and who have worked at least 1250 hours in the previous 12-month period may be eligible for unpaid leaves of absence of up to twelve (12) weeks.

Such leaves may be taken for the birth or adoption of a child, or to take care of the employee's child, spouse or parent who has a serious health condition as defined under the FMLA. Paid sick leave, if applicable, then vacation time may be applied to an FMLA leave, in that order.

Section 11.5 - Funeral Leave

A full-time regular employee who is compelled to be absent from work because of a death in the immediate family shall be granted a paid leave of absence of up to three (3) days, (four (4) days, if the employee attends a funeral of a covered family member more than 500 miles

from Chicago). For purposes of this Section, the "immediate family" shall be deemed to include the employee's spouse, children, parents, brothers, sisters, father-in-law, mother-in-law, grandparents, grandchildren, and domestic partners as defined in the most current Univision Employee Handbook. Additional days off with pay may be granted at the Employer's discretion.

Section 11.6 - Jury Duty

A full-time regular employee who is required by law to serve as a juror and who presents satisfactory written evidence of a notice for jury duty will be given the necessary time

off from his/her regular schedule for the period during which the employee serves as a juror.

While on jury duty, the Employer will make up the difference between any compensation received by the employee for such jury service and the employee's current weekly base pay for a maximum of twenty (20) working days. If the employee is released from court prior to 1:00 p.m. and more than three (3) hours of his or her regularly scheduled working hours remain, the employee will be expected to call in to his/her supervisor and see if there is any work for him/her to perform. If so, the employee shall report to work for the remainder of his/her shift.

ARTICLE XII

Travel Time and Expenses

Section 12.1 - Travel Time

- a. "Travel time" shall be all time reasonably consumed by employees when traveling on assignment from their home or normally assigned office, and return thereto.
- b. Employees shall receive full credit for all travel time, including overtime or other penalties or premiums associated with time worked, except for travel time compensated under subparagraphs (c) and (d) below which shall not be considered time worked and shall be paid at applicable straight-time rates.
- c. When an employee leaves from his or her home and travels by air to a field assignment, the employee shall be credited with one and a quarter (1-1/4) hours for traveling from the employee's home to the airport. Such time shall be measured from the plane's scheduled departure. A credit of one and a quarter (1-1/4) hours, measured from the plane's arrival time at the gate shall be allowed if, at the conclusion of such assignment, the employee travels from the airport to his or her home. In all situations covered by this subsection (c), an additional hour shall be allowed in the case of a departure or return by international flight where customs or immigration procedures apply.
- d. When an employee is scheduled to travel from his or her home to an assignment

which does not require an overnight stay, the employee shall be credited with the time normally required to travel from the home office to such assignment. If such employee is not scheduled to return to the home office from such assignment, the employee shall be credited with a like amount of time for the return to his/her home. However, employees will not be credited for time used in reporting from or returning to his/her home with regard to remote sites within the Chicago DMA as defined in Article XVI, Section 16.1, unless the employee is transporting equipment not normally kept at the employee's home. An employee who reports to the station or other regular work site (e.g., garage where Company keeps its vehicles) and then reports to a remote site will receive pay from the time of reporting to the station or other regular work site.

e. When on an out-of-town assignment, an employee's tour shall start when the employee is scheduled to leave his or her hotel or other accommodation for the assigned location and shall end when the employee is returned to his or her hotel or other accommodation.

f. If employees are given days off while out of town, such days off will be with straight time pay (ten (10) hours pay if the employee is normally scheduled for 10-hour workdays).

Section 12.2 - Travel Expenses

a. The Employer shall reimburse each employee for all reasonable traveling expenses when travel by such employee is required or authorized. The following shall constitute what travel expenses are insofar as meal allowances and telephone calls are concerned:

i. Each employee when on an overnight travel assignment shall be given \$46.00 (as of the effective date of the Agreement), \$47.00 (March 1, 2006), \$48.00 (March

1, 2007), \$49.00 (March 1, 2008), \$50.00 (March 1, 2009) dollars per day meal allowance. Computation for each twenty-four (24) hour period consisting of a day shall commence at 12:00 midnight. For each full day that an employee is on travel status, such employee shall receive \$46.00 (as of the effective date of this Agreement), \$47.00 (March 1, 2006), \$48.00 (March 1, 2007), \$49.00 (March 1, 2008), \$50.00 (March 1, 2009) dollars meal allowance.

- ii. An employee assigned to a one-day field pickup or other authorized Company business that requires travel of five (5) hours or more where the workday exceeds eight (8) hours shall be paid a partial per diem meal allowance of \$30.00 dollars. An employee assigned to a one-day field pickup or other authorized Company business that requires travel of two (2) hours (but less than five (5) hours) where the workday exceeds eight (8) hours shall be paid a partial per diem meal allowance of fifteen dollars (\$15.00).

Employees shall be reimbursed each pay period for all expenditures made for and on behalf of their assignments as provided herein upon submitting a statement of their expenses in a form prescribed by the Employer.

- iii. "Safe arrive" home station-to-station telephone calls not to exceed ten (10) minutes will be permitted at the Employer's expense.
- iv. In the case of assignment for an extended period, employees shall be entitled to make one 10-minute station-to-station telephone call each day to their home at the Employer's expense.
- v. In the case of a change in the schedule as to the date an employee will return home or in the case of a change in transportation schedule, a station-to-station telephone call home not to exceed ten (10) minutes to explain such change may be made at the Employer's expense.

Section 12.3 - Means of Travel and Accommodation

The Employer shall have the right to designate the method of transportation to be used in all instances except that employees shall not be required to use their own automobiles unless they consent thereto, and the use of streetcars or public motor buses shall not be required when employees are required to transport equipment and other means of transportation is available. Wherever possible, travel shall be by regularly scheduled public carriers. Accommodations, wherever possible, shall be in hotels, motels or inns of national chains and shall, wherever possible, be single occupancy.

ARTICLE XIII

Benefits

Section 13.1 - Medical and Dental Programs

The Employer agrees to provide to all regular full-time employees the same medical and dental insurance programs offered to all Station employees. The employees may choose coverage from any one of the plans offered. Employee cost for the chosen coverage will be the same as the cost for all Station employees. Part-time employees who are regularly scheduled to work a minimum of thirty-five (35) hours per week may participate in the above benefit programs. The Employer retains the right to add, delete or alter any of the offered plans at any time. However, at all times during the term of this Agreement the Employer shall provide a group medical and hospitalization plan for eligible employees.

Section 13.2 - Life Insurance

The Employer will provide life insurance to regular full-time employees covered by this Agreement in an amount equal to two (2) times their current base annual earnings rounded to the nearest thousand, at no charge to the employees.

Section 13.3 – Savings and Retirement Plan

Employees covered by this Agreement shall be eligible to participate in the CWA Savings and Retirement Trust (CWA-SRT). The Employer will contribute to the CWA-SRT a

matching contribution equal to the employee's pre-tax contributions up to a maximum of five percent (5%) of the employee's covered compensation as defined in the CWA-SRT.

Section 13.4 – Tuition Reimbursement

Employees hereunder will be eligible for the Univision tuition reimbursement program under the terms and conditions as set forth in such program during the period of the employee's participation in such program.

ARTICLE XIV

Safety - Hazardous Assignments

Section 14.1 General Safety Standards

All employees covered by this Agreement shall be provided with necessary safety equipment prior to carrying out Employer assignments. Employees shall not be penalized in any way nor shall their continued employment be jeopardized by a good faith refusal to perform a hazardous assignment that may result in physical injury. The Employer agrees to meet as reasonably needed with employees designated by the Union to discuss health and safety issues related to bargaining unit employees.

Section 14.2 - Lifting Limits

The Employer recognizes that employees are not required to lift equipment whose weight is excessive. The question as to whether a particular piece of equipment is excessive in weight under all circumstances may be submitted as a grievance under the grievance and arbitration procedure.

Section 14.3 - Transmitter Work

No employee shall be required to climb a transmitter tower. No Engineer at the main transmitter may, unless another member of the Engineering Department is present, be required to do any hazardous work or any work during operating hours which requires them to be inside the transmitter enclosure while any transmitter power is on. The Employer agrees that automatic safety devices will be installed in all cases where necessary.

Section 14.4 – Safety

- a. An Employee(s) who believes that an unsafe condition exists with respect to his or her work shall be permitted to note such concerns on a S.A.F.E. (Safety Action For Employee(s)) form provided by the Employer. Said form shall be reviewed by the Employer regarding necessary action.
- b. While it is expressly understood and agreed that the right of assignment lies with the

Employer, an employee(s) at the pickup site who has assessed the situation need not commence a hazardous assignment or, if the assignment has already begun but has become hazardous, may withdraw to a position of safety at or near the site of the pickup. In either event, such employee(s) shall use his or her best efforts to fulfill the assignment. An assignment is “hazardous” only if its performance (or continued performance) necessarily entails an immediate and significant risk of a serious physical injury to the employee(s). Any decision not to begin or continue to perform a hazardous assignment must be made in good faith, be reasonable under all of the circumstances and be communicated as soon as possible to the appropriate assignment personnel or other Management personnel. In the event of any conflict between an employee’s decision and an order to perform given by a member of Management, the employee(s) shall not be regarded as insubordinate, provided that his or her decision is in accordance with the foregoing two sentences.

ARTICLE XV

Miscellaneous

Section 15.1 - No Discrimination

Neither the Union nor the Employer will discriminate against any employee because of Union membership or activity, race, creed, sex, age, national origin, marital status, sexual orientation, disability or any other status protected by federal, state or local law.

Notwithstanding any other provision of this Agreement, the Employer shall have the right to reasonably accommodate a qualified individual with a disability, as required by law. When the Employer has determined that an accommodation request may be necessary which requires a deviation from the terms of this Agreement, it shall notify the Union of the requested accommodation. The Union may submit suggestions for alternative accommodations within five (5) working days of the Employer's notice to the Union, and thereafter a meeting will be held between the Employer and the Union to discuss the Union's suggestions. The Employer, however, shall retain the sole discretion to determine the accommodation that will be provided.

Section 15.2 - Job-Posting

The Employer agrees to post notices of vacancies in job classifications covered by this Agreement. Such notices shall be posted on Station bulletin boards for at least one (1) week. In filling such vacancies, the Employer will give consideration to qualified employees in the bargaining unit who apply for such positions. When the Employer is made aware of vacancies at other Univision television stations, the Employer will attempt to post notices of such vacancies as well; it being understood, however, that the Employer has no responsibility for filling such vacancies and, if any employee is interested in such vacancies, the employee is solely responsible for pursuing such positions with the other station(s). Upon receipt of job notices, the Union may place such notices on the Union's website.

Section 15.3 - Shift Preference

The decision on shift assignments and scheduling hours of work and days off is reserved exclusively to the Employer. Prior to the scheduling of shifts, employees may submit their shift preferences to be used solely for the purpose of assisting the Employer in assigning shifts when all other requirements, qualifications, and criteria for the shift are met to the Employer's satisfaction.

Section 15.4 - Union Visitation and Bulletin Board

a. Duly authorized representatives shall, upon prior notification and scheduling with the Station's General Manager or his/her authorized representative, be permitted access to the Employer's premises or work sites where bargaining unit employees are employed for the purpose of administering the provisions of this Agreement. Such visitation shall be done at reasonable hours and in such a manner as not to interfere with the normal operations of the Employer.

b. The Employer agrees to furnish a bulletin board at the Station for the Union to post notices of official Union business to employees.

Section 15.5 – Business and Travel Expenses

The Employer shall reimburse employees for all reasonable expenses incurred by employees in the course of performing their assigned job duties, including mileage reimbursement at the applicable Internal Revenue Service (IRS) rate (any mileage rate change by

the IRS will be applied to the bargaining unit by the Company within thirty (30) days of such change) when employees use their own vehicles for transportation in connection with their assigned duties. The Employer may require the employees to submit expense forms and applicable receipts for expenses in conformity with the Employer's regular expense reimbursement policies.

Section 15.6 - Automobile Insurance

- a. The Employer shall cause the insurance protection of the automobile liability policy which it maintains to provide excess liability insurance protection up to One Million Dollars (\$1,000,000.00) for an employee who uses his/her personal or leased automobile on an Employer assignment. Such policy shall provide liability coverage only for bodily injuries to others or property damage sustained by others, incurred while such employee so uses such automobile, and the insurance protection shall be to the same extent and manner as, and under the same limitations, terms and conditions as such insurance policies afford protection to the Employer.
- b. Whenever it is used in this Section, the term "automobile" shall be defined as any land motor vehicle (excluding trailers, semi-trailers and mobile equipment) designed for travel on public roads.

ARTICLE XVI

Work Covered

Section 16.1 Assignment of Work

The work covered in subsection (a) through (g) of this Section 16.1 shall be that work assigned by WGBO to be performed within the Chicago DMA: currently McHenry, Lake, DeKalb, Kane, Dupage, Cook, LaSalle, Kendall, Grundy, Will, Kankakee, Lake, IN, Newton, Jasper, Porter, LaPorte Counties. The Union will be notified in writing by the Company within 60 days or any addition or subtraction in this DMA.

- a. Maintenance Technicians The work covered shall be work commonly performed by Maintenance Technicians, including but not limited to work in connection with the installation, operation, maintenance, repair and removal of broadcast, television, film and audio equipment and apparatus by means of which electricity is applied in the transmission or transference, production or reproduction of voice, sound, or vision, including all types of recordings.
- b. Operations Technician I The work covered shall be work commonly performed by more experienced technicians in master control and studio control operations including, but not limited to, master control, directing, technical directing, audio operations, robo-cam, lighting operations, lighting control, non-linear recording and editing and other similar or related engineering or technical functions.
- c. Operations Technician II The work covered shall be work commonly performed by less experienced technicians in the Engineering Department including, but not limited to, assistant

directing, teleprompter, videotape operations, electronic graphics operations, floor directing, utility technical support, and other similar or related engineering or technical functions.

d. News Writers The work covered shall be work commonly performed by News Writers, including but not limited to work in connection with the compiling, writing, editing, condensing and processing of news materials for news programs. News writers shall work closely with the News Producer(s) and News Director in determining story ideas, formats and methods of presentation.

e. Photographer/Editor The work covered shall be work commonly performed by Photographer/Editors, including but not limited to the shooting, gathering, assembling and editing video materials for programs, program segments, advances, opens, closes, promotions and teases, including sound bites, voice overs and packages. This work shall also include, but not be limited to, operation of ENG/SNG vehicles plus non-linear recording and editing.

f. Assignment Editor The work covered shall be work commonly performed by Assignment Editors, including but not limited to selecting stories for news coverage, assigning news stories to talent and camera crews. The Assignment Editor shall work closely with the News Producer(s) and News Director in selecting and assigning news stories and communicating with appropriate Station personnel.

g. Production Coordinator/Videotape Librarian The work covered shall be work commonly performed by Production Coordinators and Videotape Librarians, including but not limited to assisting the news producer(s) and assignment editor(s) in coordinating production needs of

news broadcasts, editing videotapes for file purposes; logging and filing videotape(s); inputting necessary information into a data base for future in-house use; coordinating the gathering and stocking of videotape; and filing and retrieving video as needed for other Station departments and employees.

Section 16.2 - Work by Non-Bargaining Unit Personnel

- a. It is intended that bargaining unit personnel shall have the primary responsibility for performing the duties described in Section 16.1. The Employer may assign work commonly performed by employees within the bargaining unit to outside independent contractors, as that term is defined by law. The Employer will offer an alternative position to all full-time qualified employees who would otherwise be laid off as a result of the Employer's decision to subcontract work commonly performed by employees within the bargaining unit. For the purposes of this section, a decision to 'subcontract' shall not include, and hence the conditions on subcontracting shall not apply with respect to the Employer's decision (1) to cease providing or to reduce a particular service or function; (2) to eliminate, reduce or make other changes in the Employer's broadcast programming; or (3) to share, consolidate, or centralize programming, services, or functions with the Univision network or with other Univision Communications, Inc. affiliates.

An employee will be deemed 'qualified' for an alternative position pursuant to this section if, in the Employer's good faith determination, he or she meets the minimum qualifications for the position and can perform the duties of the position to a level acceptable to the Employer immediately or within forty-five (45) calendar days of the employee being in the new position. An employee who does not perform to a level acceptable to the Employer within that time period shall be subject to lay off.

b. The following shall apply with respect to work performed by managers and supervisors and with respect to warranty work.

(i) Except as provided in paragraph (v) of this Section 16.2b, nothing in this Agreement shall limit the right of management or supervisory employees of the Employer to use or operate any equipment or to perform any tasks in connection with performance of the work of the Employer.

(ii) The Employer in its discretion may attempt to obtain bargaining unit members to perform such work before or after management or supervisory employees perform the work. The parties recognize the desirability of keeping lines of communication open to discuss utilization of bargaining unit members with respect to the matters set forth in this Section 16.2b.

(iii) For the purpose of this section, management or supervisory employees are the Station's General or Station Manager and the Employer's supervisors and managers in the following departments: news, operations, production, engineering (including the Chief Engineer and Assistant Chief Engineer), promotions, traffic, public affairs, marketing, creative services, human resources and any other department created by the Employer that either is involved in the production of on-air broadcast programming or services the equipment, used at the Station, including equipment used for on-air broadcasts. An Employee who substitutes for an absent manager or absent supervisor shall have the same rights to perform work as the regularly assigned manager or regularly assigned supervisor.

(iv) The Employer will supply the Union with a current list of the regularly assigned supervisors and managers who are eligible to perform bargaining unit work. The Union will be given written notification, within two weeks of any change in such list.

(v) It is understood that at the time the Employer posts the Schedule pursuant to Section 6.6 of this Agreement, managers and supervisors will not be scheduled to work on the WGBO News Photographers/Editors Schedule, the WGBO News Schedule, the WGBO Production Schedule or the WGBO Engineering Schedule.

(vi) Nothing in this Agreement shall prohibit or limit the performance of warranty work by equipment manufacturers or others. The Employer, in its discretion, may assign bargaining unit employees to assist or observe the performance of warranty work by equipment manufacturers or others.

(vii) It is understood that disputes under this Section are subject to the grievance procedure, except with respect to those provisions within the Employer's discretion.

c. Whenever possible, as determined by the Employer, bargaining unit employees will be assigned to assist the Chief Engineer, Assistant Chief Engineer, contractors or manufacturers' representatives in order to train on new equipment or to learn new maintenance and operating procedures.

d. Notwithstanding anything in this Agreement, the News Director and News Producers may write, rewrite, condense, process, or edit material for broadcast, and anchors and reporters may perform the same functions on their own material.

e. Employees from the Creative Services Department may produce, write, shoot and edit promos, public service announcements, commercials and other prerecorded non-news or non-programming material.

f. In addition to other provisions of this Agreement, non-bargaining unit personnel may operate technical equipment to produce live or prerecorded morning news briefs of not more than five (5) minutes in duration; it being understood that bargaining unit employees shall be given the opportunity to perform such work if on duty, and available at the time. Further, non-bargaining unit employees shall be permitted to perform such work only until bargaining unit employees are scheduled to come in to work. The Employer shall in its discretion where practicable immediately after the first live or prerecorded broadcast, make a good faith effort to contact bargaining unit members to perform such available work.

g. Student interns as part of their instruction and training, may perform any of the above work under the direction of bargaining unit personnel or supervisors, but they may not be used to replace bargaining unit personnel.

h. The Creative Services Department may create and provide moving and still graphics for use during any WGBO news show. The Company may use, at its discretion, bargaining unit employees to create such moving and still graphics. However, bargaining unit employees will provide, for such moving and still graphics:

- a. Sound Effects
- b. Music
- c. Voice Overs
- d. The transfer of completed moving or still graphics to any tape or digital format, except for sweeps opens that originate from promos.

e. The video photography of anchors and reporters or any other subject that is contained within any moving or still graphic shall remain within the primary jurisdiction of the bargaining unit. However, it is understood that original drawings, graphic banks, graphic libraries and images within books for the purposes of creating and providing moving and still graphics are not within the primary jurisdiction of the bargaining unit.

i. Creative Service personnel shall be allowed to write copy and gather existing video footage for topicals (defined below). Bargaining unit personnel will edit, mix and digitize the topicals for broadcast purposes. Bargaining unit

members or Creative Services personnel can download voice-overs for topicals.

Topicals are pre-produced news vehicles of thirty seconds (:30) or less which:

1. Are designed to tease the viewing audience rather than inform the audience;
2. Deal with news subjects that are provocative, but not necessarily the most important news story of the day.

In the event that no Creative Service personnel are available, the writing and gathering of existing video footage for topicals can be assigned to non-bargaining unit news producers, the news director or bargaining unit personnel.

j. The parties agree that the following functions are examples of those that may be performed by persons not employed by the Station: a) work performed by employees of other Univision Communications, Inc. divisions, subsidiaries or affiliates or any third party, news,

cross promotional or other strategic corporate partners who are not employed by WGBO; b) use of stringer and/stringer video; c) production or use of all feeds, tapes or other media from:

(1) Univision Network, Telefutera Network, Telefutera affiliates, Galavision, and other Univision Communications, Inc. affiliates; or

(2) local, national, and international providers and/or members of news, sports, weather and traffic information; feeds referred to herein can be obtained by WGBO from satellite, microwave, telephone, internet or similar method.

The Statement of Intention regarding Section 16.2(j) is attached hereto.

ARTICLE XVII

Entire Agreement

This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining.

Changes in, or amendments to, the terms of this Agreement may be made at any time by mutual agreement of the Employer and the Union. When amendments or revisions are so made, they shall be reduced to writing and executed in the same manner as this Agreement.

ARTICLE XVIII

Conformance With Law

In the event that now or hereafter there is any state or federal law or any directive, order,

rule or regulation made pursuant thereto which is in conflict with the provisions of this Agreement and is mandatory, the same shall supersede any provision or provisions of this Agreement which is in conflict therewith, and shall thereafter govern and control the relations and conduct of the parties so long as such law, order, directive, rule or regulation shall remain in effect.

ARTICLE XIX

Duration

Section 19.1 - Term of Agreement

This Agreement shall become effective on the date of implementation but no later than November 1, 2005 and shall automatically remain in effect up to and including February 28, 2010, and shall automatically renew itself from year to year thereafter unless written notice to terminate or amend this Agreement is given by either party to the other not more than ninety (90) days and not less than sixty (60) days prior to its expiration date or the expiration date of any renewal thereof.

Section 19.2 - Notice of Intention to Terminate or Amend

Whenever such notice is given, the parties will promptly enter into negotiations. In the event either party gives notice of proposed modifications and negotiations do not result in an agreement by the anniversary date to modify or extend this Agreement, either party may serve upon the other party a ten (10)-day written notice terminating this Agreement.

The terms and provisions of this Agreement shall continue in full force and effect from the date of such notice until the expiration date or the end of such ten (10)-day period whichever is the later.

IN WITNESS WHEREOF, the parties hereto by their duly authorized officers and representatives have caused this Agreement to be executed on the day and year first above written.

NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES AND
TECHNICIANS, LOCAL 41,
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

UNIVISION TELEVISION GROUP, INC.
for its Television Station WGBO-TV

By _____

By _____

By _____

ATTACHMENT 1

CHECKOFF AUTHORIZATION

I hereby authorize Station WGBO-TV to deduct monthly from my wages a sum equal to 1.67% of my total earnings for the previous monthly period, including all overtime and penalty payments, on account of membership dues to NABET.

I further authorize the Station, when notified in writing to do so by the Local Union, to deduct from my wages on account of dues payable to that Local Union (1.67%)
Amount of percentage to be deducted

The sums thus to be deducted are hereby assigned by me to NABET and are to be remitted by the Station to the Union and 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 Univision Television Group, Inc. and National Association of Broadcast Employees and Technicians, Local 41, Communications Workers of America, AFL-CIO, 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 certified mail to the Station and the Union within such ten (10)-day period.

Signature: _____

Date: _____

Print Name

LETTER OF AGREEMENT

Re: Union Initiation Fees

The parties acknowledge that the Union security provisions contained in Article II of the collective bargaining agreement are contingent upon Station employees being eligible for reduced Union initiation costs in accordance with the Local 41 Executive Board Motion No. 9 of August 21, 1996. Accordingly, during the term of this Agreement, the Union agrees that all bargaining unit employees at WGBO shall be entitled to join the Union for one-half (1/2) the regular initiation fees which shall be payable over a period of twenty-four (24) months. In the event any WGBO bargaining unit employee is not eligible for this reduced initiation fee and/or payment schedule, said employee will not be required to join the Union and the Union security provisions contained in Article II shall no longer be in effect.

NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES AND
TECHNICIANS, LOCAL 41,
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

UNIVISION TELEVISION GROUP, INC.
for its Television Station WGBO-TV

By _____

By _____

By _____

MEMORANDUM OF UNDERSTANDING

RE: SECTION 16.2(a)

In implementing Section 16.2a of the Collective Bargaining Agreement the following shall apply:

1. A full-time employee who is offered an alternative position pursuant to Section 16.2a shall have the option of declining that position and receiving severance pay as set forth in Section 9.4b of the Collective Bargaining Agreement. Employees electing to receive severance pay will lose their seniority as provided under Section 9.3 and will not be eligible for recall under Section 9.5.

2. Any displacement of an employee by an independent contractor as a result of the second sentence of Section 16.2a shall not violate the requirements of Section 15.1 and shall be consistent with the layoff provisions of Section 9.4a, to wit, displacement shall be in the classification in the following order: probationary employees, part-time employees, full time employees with the least bargaining unit seniority (Consistent with Section 9.4 of the CBA, Operations Technicians I and II shall be treated as single classification).

3. A full-time employee who is displaced by an independent contractor and who does not perform to a level acceptable to the Employer within the forty-five (45) calendar days referred to in paragraph 16.2a and hence is laid off shall have recall rights as set forth in Section 9.5. The duration of said recall rights shall be computed from the date of the employee's displacement by the independent contractor.

4. The Union reserves the right to grieve up to and including arbitration concerning whether an assignment to an independent contractor which displaces an employee as set forth in Section 16.2a is to an "independent contractor" as that term is defined by Federal Law.

5. Nothing herein shall preclude the Employer in its discretion from providing other training on terms different from those set forth in Section 16.2.

NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES AND
TECHNICIANS, LOCAL 41,
COMMUNICATIONS WORKERS OF
AMERICA, AFL-CIO

UNIVISION TELEVISION GROUP, INC.
for its Television Station WGBO-TV

By: _____

By: _____

Dated: _____

Dated: _____

Re: Section 16.2(h)(e)

This is to confirm the understanding of Univision Television Group, Inc. and NABET-CWA regarding Section 16.2(h)(e) of our collective bargaining agreement as expressed during our bargaining session of October 30, 2004. During that session the parties stated their mutual understanding that consistent with the second sentence of 16.2(h)(e), retrieving/capturing digitized video is not within the primary jurisdiction of the bargaining unit.

Very truly yours,

Lawrence I. Kipperman

Statement of Intention

Regarding

New Section 16.2(j)

The Employer assures the Union that when its work is performed by those specifically referenced in 16.2(j) sections (a) and (c) and its subsections (1) and (2) such persons shall remain employees of their own entity and not be regarded as employees of WGBO; hence, such individuals shall not be covered by the Agreement. The performance of such work assignment within the Chicago DMA shall not result in (a) the layoff of any full-time bargaining unit member; or (b) the reduction of any full-time bargaining unit employee's posted scheduled, i) work day, ii) work week, or iii) overtime. Any allegations that a violation has occurred in connection with this Statement of Intention shall be subject to the grievance and arbitration procedures.

NATIONAL ASSOCIATION OF
BROADCAST EMPLOYEES AND
TECHNICIANS LOCAL 41,
COMMUNICATION WORKERS OF
AMERICA, AFL-CIO

UNIVISION TELEVISION GROUP, INC.
for its Television Station WGBO-TV

By:

By:

Date

Date

SIDELETTER

As provided by the existing Agreement, employees may be assigned by WGBO to perform work for WGBO or other entities, including affiliated entities of Univision Communications, Inc., (“UCI”) and entities involved in third-party, news, cross promotional or other strategic corporate partnerships with UCI. The Union agrees that any assignment of work for an entity other than WGBO may be temporary and may be withdrawn at any time by WGBO. The Union agrees that it neither has nor will have a jurisdictional claim to any work assigned to employees for entities other than WGBO. The Union also agrees that it will not assert any right to continue to perform this work, except for work designated by the Agreement as being within the scope of the Union’s jurisdiction.

Full-time employees shall be subject to the Agreement with respect to work which they perform under this Side Letter within their WGBO posted work schedule as modified pursuant to Section 6.6 of the Agreement.

The following applies to, (a) full time employees with respect to work which they perform under this Side Letter outside of their WGBO posted work schedule as modified pursuant to Section 6.6 of the Agreement, and (b) part-time employees with respect to work which they perform under this Side Letter anytime: Hours worked and expenses incurred will be considered as hours worked or expenses incurred for WGBO under the Agreement for purpose of calculating or applying:

- Check off/Indemnification (Sections 2.2 and 2.3)
- Grievance and Arbitration Procedure (Article V) (as applicable to the terms of this Side Letter)
- Meal Periods (Section 6.4)
- Rest Periods (Section 6.5)
- Turnaround (Section 6.8)
- Overtime (Section 6.9a and b)
- 4 Hour Guarantee (Section 6.9c)
- Holiday pay (Section 7.2a)

- Wages (Article X)
- Travel time and Expenses (Article XII)
- Safety (Article XIV)
- Business and Travel Expenses (Section 15.5)
- Automobile Liability Insurance (Section 15.6)

Hours worked at times set forth in (a) or (b) of this paragraph shall not be considered for purposes of calculating or applying any other provisions of the Agreement including but not limited to Section 9.6 of the Agreement.

In addition an employee who performs work pursuant to this letter for an entity other than WGBO which is of a type assignable under Article X, Section 10.1 of the Agreement shall receive his contractual hourly rate. However, the employee shall receive upgraded pay under the conditions set forth in the first paragraph of Article X, Section 10.5 if any temporary assignment is to perform work which if performed under the Agreement would result in an upgrade. In the event that an employee is asked to perform duties of a type which are not assignable under Article X, Section 10.1, the Employer will discuss such assignment with the Union, it being understood that the affected employee shall receive no less than his contractual hourly rate for such work.

NATIONAL ASSOCIATION OF
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TECHNICIANS LOCAL 41,
COMMUNICATION WORKERS OF
AMERICA, AFL-CIO

UNIVISION TELEVISION GROUP, INC.
for its Television Station WGBO-TV

By:

By:

Date

Date

_____, 2005

Mr. Ray Taylor
NABET Local 41
203 N. Wabash
Suite 2118
Chicago, IL

Dear Ray:

As discussed in our recent negotiations, WGBO upon ratification of new CBA, shall E-mail to NABET's Chicago office a copy of our work schedules established pursuant of the Section 6.6 of the CBA promptly upon posting of the schedules.

Very truly yours,

By: _____
Univision Television Group, Inc.