

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

KING BROADCASTING COMPANY
(KING TV)

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 46

July 20, 2021 – July 19, 2023

AGREEMENT

This Agreement is made and entered into by and between King Broadcasting Company, owners and operators of television station KING-TV of Seattle, hereinafter called the "Employer," and Local Union No. 46 of the International Brotherhood of Electrical Workers, hereinafter called the "Union," as the sole Collective Bargaining Agency for all employees as hereinafter defined, now and hereinafter employed by the Employer or its lessees, successors, or assigns during the term of this Agreement, July 20, 2021 through July 19, 2023.

BASIC PRINCIPLES

The Employer and the Union have a common and sympathetic interest in the television industry. Therefore, a working system and harmonious relations are necessary to improve the relationship between the Employer, the Union, and the public. All will benefit by continuous peace and by adjusting any differences by rational, common-sense methods. To these ends this Agreement is made.

Where a pronoun he or she or any derivation thereof is used herein, they are intended to apply to all employees without reference to sex.

ARTICLE I

Date Effective - No Strike/Lockout - Jurisdiction Recognition - Union Membership

1.1(A) Term of Agreement. This Agreement shall take effect on July 20, 2021 and shall remain in effect through July 19, 2023, with automatic annual renewal each year thereafter unless changed or terminated in the manner hereinafter provided.

1.1(B) Termination of Agreement. Should either party desire to adjust wages, terms, or terminate this Agreement, it shall notify the other party in writing at least sixty (60) days prior to July 19, 2021 or July 19 of any subsequent year. In the event the parties cannot agree by July 19, 2023 of such year upon the adjustments that are to be made, either party may, at any time thereafter and prior to an agreement being reached, upon giving the other party at least thirty (30) days prior written notice, terminate the contract.

1.1(C) Amendment of Agreement. Amendment and adjustment to this Agreement can be made at any time by mutual consent of the parties.

1.2(A) No Strikes/No Lockout. So long as the Employer lives up to and complies with Article III of the Agreement, the Union will in all respects fulfill its obligations hereunder and will take no action interrupting the service or operations. Similarly, so long as the Union lives up to and complies with the terms of Article III, the Employer will in all respects fulfill its obligations hereunder, and will not institute a lockout against the Union.

1.2(B) Picket Lines. Section (A) notwithstanding, no employee shall be penalized for individually refusing to cross a duly authorized picket line of any union representing employees of the Employer's Seattle broadcast operations. The term "duly authorized picket line" shall mean a primary picket line where a work stoppage exists because of an economic dispute. This section shall not limit the Employer in the exercise of its rights under the NLRA.

1.3(A) Collective Bargaining Jurisdiction. The Employer recognizes the rights of its employees to self-organization and to bargain collectively through representatives of their own choosing. Local Union No. 46 of the International Brotherhood of Electrical Workers is hereby recognized as the sole collective bargaining agency for all employees of the Employer who are engaged in the construction, installation, operation and/or maintenance of the electrical, electronic and/or mechanical equipment and supplemental equipment and apparatus used for or involved in the transmission or transference, production or reproduction of video and/or audio intelligence including but not necessarily limited to persons employed in the classifications listed in Article V and any amendments thereto; excluding employees engaged primarily to perform as talent and/or entertainers, clerical and office employees, news photographers, editors, salesmen, janitors, watchmen and guards and supervisory employees as defined in the Labor Management Relations Act of 1947 and all other employees of the Company. Installation, construction and maintenance work may be assigned and performed by employees of companies other than the Employer, and in the event the Company so subcontracts any such work, any disputes relating thereto shall not be subject to Article III of the Agreement. This section shall not be construed as in any way limiting the Company's right to allow network employees, manufacturers' representatives, or consulting engineers to operate any equipment on a temporary basis.

1.3(B) R & D Exclusion. Employees engaged primarily in research and development of new technical systems are not covered by this Agreement.

1.3(C) Mini-Cam Jurisdiction. The switching of cameras is within the exclusive jurisdiction of the Union. Jurisdiction over the operation of one or more mini-cameras varies depending upon the following circumstances:

News, Live, Single camera: non-jurisdictional
News, Live, Multiple camera: non-jurisdictional
News, Non-live, Single camera: non-jurisdictional
News, Non-live, Multiple cameras: IBEW jurisdiction
Non-news, Live, Single camera: non-jurisdictional
Non-news, Live, Multiple cameras: IBEW jurisdiction
Non-news, Non-live, Single camera: non-jurisdictional
Non-news, Non-live, Multiple cameras: IBEW jurisdiction

In all cases of non-live broadcasts, the editing, timing and sequential preparation of the resulting product onto a recording medium is non-jurisdictional. "News" includes news specials, magazines and documentaries.

1.3(D) Microwave Transmission Equipment. The Union has exclusive jurisdiction over the maintenance and operation of video and audio signal transmission equipment in the SNG truck. The Employer may, during the term of this Agreement, acquire an SNG truck that will allow for automatic or remote satellite transmission. When the Employer knows that it will be acquiring such a truck, upon request of the Employer, the parties shall bargain about the operation of the truck and which employees

may operate it. If the Employer requests, the bargaining shall be tripartite and include the union representative of the photographers.

For ENG and COFDM trucks, the IBEW operators will be the primary persons scheduled per day to operate microwave transmission equipment. However, in addition to the IBEW scheduled operators, the Employer may assign any trained employee, from either this unit or the News Photographers unit, to operate the microwave transmission equipment. Those operating the transmission equipment may be assigned to perform all field work related to the truck for which they have been trained, including live shot photography and field editing. The IBEW employees in this unit shall remain responsible for maintenance of all SNG, ENG, and COFDM trucks. The use of portable microwave gear for the production of news is non-jurisdictional. The Company has no intention to use the exception for portable gear to exclude the Union from this work. On technically difficult shots, the Company will endeavor to use an IBEW member to operate microwave equipment. As in all other areas of operation, management will have the final say as to which resources are used. If any layoffs result from a change covered by this paragraph, the laid off employee shall receive five (5) weeks severance pay in addition to the severance allowance in Section 6.4 of this Agreement.

1.3(E) Outcall of Telemation and Graphics. The outcall of telemation and similar graphics for tape or broadcast is recognized as Union jurisdiction. The weather graphics system presents a unique situation that allows the weather caster to use technology in an artistic news gathering manner that enhances the weather presentation on the air. Accordingly, the Union agrees the weather casters will operate the outcall of the weather graphics on the air. The Union and the Company agree that this situation will not be a precedent for any other exceptions to IBEW jurisdiction. The Union agrees that the outcall of the electronic graphics from the character generator may be performed by graphics personnel for live newscasts and live-to-tape production. For special programming where an additional operator is needed (such as elections), producers or writers who contributed to the graphics may also perform outcall of the electronic graphics from the character generator.

1.3(F) Character Generator and Still Store. Input into character generator and still store equipment for live news shows may be done by non-IBEW bargaining unit personnel. Graphics department personnel may manipulate material in still store whether or not the material is for live news shows.

1.3(G) Switcher Effects. The Union has exclusive jurisdiction over the generation of effects by means of a switcher for live and non-live production performed at the Employer's facilities. However, notwithstanding the former, one Supervising Director may operate a switcher, for the graphics creation process (not for live or non-live production), on a sporadic basis either together with a Technical Director or when a Technical Director is not scheduled or available, but shall not replace an incumbent bargaining unit employee or reduce an incumbent bargaining unit employee's hours.

1.3(H) Master Control Automation. The maintenance and hands-on operation of the Master Control Automation System, including media preparation and storage, satellite receive systems, and related equipment, is the exclusive jurisdiction of the Union. Data entry for the automated control of these systems, such as through a traffic computer, is non-jurisdictional.

1.3(I) Automated Cameras and Robotics. The maintenance and hands-on operation of robotics and automated cameras, including trimming, programming, and on-air execution of stored shots, is the exclusive jurisdiction of the Union. Data entry for the automated control of these systems, such as the recall of stored shots through a newsroom computer, is non-jurisdictional.

1.3(J) News Play-To-Air. The operation of VTRs for news play-to-air is non-jurisdictional. The maintenance and hands-on operation of microwave receive equipment is jurisdictional.

1.3(K) Capcom. When two or more bargaining unit members have been scheduled to work in Capcom but only one bargaining unit member remains in Capcom due to unexpected emergent reasons for reassignment out of Capcom or due to unplanned absences because of illnesses or injuries, the Employer may assign the News Operations Manager to assist by operating the jurisdictional elements of Capcom. With respect to coverage of absences, this paragraph applies only to the first week of such an absence. The use of the News Operations Manager pursuant to this paragraph shall not cause a reduction in scheduled hours. The Union and the Company agree that these situations will not be a precedent for any other exceptions to IBEW jurisdiction.

1.3(L) Cross-utilization between Departments. Technology changes have led to computers being used in all facets of broadcast operation. In order to provide efficiencies and work opportunities, bargaining unit members shall be permitted to work on all computers in the building, whether or not related to broadcasting, and the Employer's Information Systems non-unit employees shall be permitted to work on all computers in the building, whether or not related to broadcasting. Non-jurisdictional work done by unit members shall not be used as evidence of accretion, and jurisdictional work done by non-unit employees shall not be used as evidence of a change in the bargaining unit jurisdiction. This cross utilization shall not result in the layoff of any employee employed in the unit as of the effective date of this Agreement.

1.3(M) Assignment of Work. The Employer has the right to assign non-bargaining unit work to unit employees on a non-jurisdictional basis, and the Union agrees that assignments of non-unit work may not be used as evidence of accretion. The parties recognize that changing products, platforms and technologies have made it more difficult to determine jurisdictional boundaries. Because of this difficulty, the parties recognize the need for flexibility in the changing workplace. Therefore, if the Employer seeks to make an assignment to the bargaining unit and the parties disagree about whether the work is jurisdictional, the parties agree to engage in discussion and reach a resolution using the same process contained in Section 1.3(N). If such process does not result in agreement, the question shall be subject to arbitration only if and when there is an adverse effect on the unit (such as when the Employer reassigns the work outside the unit). Either party may request arbitration within thirty (30) days of the adverse effect on the unit. Both parties shall preserve their positions for such arbitration, notwithstanding the assignment of work in the meantime.

1.3 (N) New Technology. The Employer has the right to implement new technology and new equipment. For work to be performed by the bargaining unit, the Employer shall provide training to the unit employees assigned to operate the new technology. Where the new technology or new equipment will impact the bargaining unit, before implementation, the Employer shall notify the Union at least sixty (60) days in advance, and shall provide the number of employees affected, a summary of the effects, and the purpose behind the new technology. Upon request of either party, the Joint Labor Management Committee shall convene to negotiate the effects of the change. If the negotiations proceed beyond forty-five (45) days, either party may request mediation through the Federal Mediation and Conciliation Service, and the parties will promptly engage in mediation. If the negotiations proceed beyond the sixty (60) day period, they shall not delay implementation of the technology, unless mutually agreed. Such discussions shall include whether unit employees shall perform the work, whether and when training shall be provided, and whether any layoffs will result. If any layoffs result from a change

covered by this paragraph above, the employee shall be entitled to Severance Allowance, as described in Section 6.4.

1.3(O) Coordinated Work with Other Entities. The Employer has the right to assign unit employees to work that is associated with other non-represented Employer entities, other TEGNA entities, or other entities with whom the Employer or TEGNA is working to create or distribute content. The assignments of unit employees described herein shall not constitute an expansion of the Union's jurisdiction nor entitle any employee to continue to be given such assignments. Likewise, the work performed for these non-bargaining entities shall not constitute a contraction of the Union's jurisdiction. These assignments will remain within the employee's regular scope of work. An employee shall not lose their unit position due to these assignments, will be paid under the terms and conditions of the bargaining agreement for this work, and will answer to the employee's regular supervisor.

1.3(P) Training in Non-Unit Functions. During the course of this Agreement, employees who are interested in receiving training in non-unit functions shall notify the Human Resources Director. The Employer will look for opportunities to provide such training, subject to operational and staffing limitations. At a minimum, if requested by employees, the Employer will train all the bargaining unit truck operators in shooting live shots and field editing during the first 18 months after ratification. Once trained, subject to a determination of competence, and to the extent it does not conflict with the Employer's other contractual requirements, such employees may be assigned to news photography work. When assigned to news photography work (whether or not in combination with the operation of a news gathering vehicle), the employee shall receive his/her current rate of pay plus a 15% premium, with a minimum of four (4) hours payment per assignments of four (4) hours or less, and a minimum of eight (8) hours payment per assignment lasting more than four hours.

1.4 Complete Agreement. The Employer agrees to meet and confer with representatives of the Union on any and all matters relating to the interpretation or application of any provision of this Agreement, provided, however, that it is understood that both parties have had the unlimited opportunity of negotiating changes in this Agreement, and that, therefore, it is understood and agreed that either party waives the right to require the other to bargain concerning any subject matter either covered by this Agreement or which either party could have been reasonably expected to have raised during the negotiations of this Agreement. Any employee acting in an official capacity as a representative of the Union may confer with the Employer during regular working hours without loss of time or pay.

1.5(A) Notice of Vacancies. The Employer will notify the Union whenever a vacancy occurs involving a position traditionally held by bargaining unit employees or staff is to be increased regarding the same.

1.5(B) Union Membership. All employees covered by this Agreement shall be required to become and remain members of the Union in good standing as a condition of employment during the term of this Agreement, to the extent permitted by law. Employees who are not members of the Union shall make application for membership not later than thirty-one (31) days after employment. The Company shall make each new employee in the bargaining unit aware of the membership requirement in writing, and a copy of the notice shall be forwarded to the Union and the Shop Steward.

1.6 Dues Check-Off. The Employer agrees to conduct a dues check-off payroll deduction from such employees as state their desire in writing to the Employer; such payroll deductions to be withheld on a regular basis and remitted to the Union periodically as agreed by both parties.

ARTICLE II

Management Functions

2.1 Management Functions. The management of the business and the direction of the work force, including the right to plan, direct and control plant operations and maintain order; the right to hire; the right to schedule and assign work to employees, except as otherwise expressly provided in this Agreement; the right to promote and demote, the right to determine the means, methods, processes and schedules of production; the right to determine the products to be manufactured or services to be performed; the right to determine whether to make or buy; the right to determine the location of plants and the continuance of any departments; the right to establish production standards in order to maintain the efficiency of the employees are rights belonging to the Company and are not subject to the grievance procedure set forth in this Agreement.

ARTICLE III

Settlement of Disputes

3.1 Joint Labor-Management Committee. There shall be a Joint Conference Committee of no more than three (3) representing the Employer and no more than three (3) representing the Union. It shall meet at such regular or stated times as it may decide. It shall also meet within forty-eight (48) hours after notice is given by either party. It shall select its own Chairman and Secretary. There shall be at least one meeting quarterly of the Labor-Management Committee to discuss topics for the good of the industry, to improve communications between labor and management, to explore innovative ways to approach new technology and to discuss other workplace improvements.

3.2(A) Notification of Complaints. All complaints (including discharge) involving questions as to the interpretation, application or performance of this Agreement shall first be taken up by an authorized representative of the Union and the appropriate Manager in writing within fourteen (14) calendar days from the time the complaint began to exist or should have been reasonably known to have existed. Any such complaint which is not resolved between the representative of the Union and the appropriate Manager within seven (7) calendar days shall be referred to the Employer's Human Resources Director. The Human Resources Director and the Business Representative of the Union shall meet to discuss the complaint. If the Human Resources Director and the Business Representative are unable to resolve the complaint within fourteen (14) days, the complaint may be referred to arbitration by either the Union or the Employer.

3.2(B) Arbitration Committee. If the matter is referred to arbitration, the referring party shall obtain a list of seven (7) qualified arbitrators from Washington and Oregon from the Federal Mediation and Conciliation Service. A single neutral arbitrator shall be selected by each party alternately striking one name from the list until only one name remains. The decision of the arbitrator committee shall be final and binding upon both parties hereto provided that such decision shall be within the scope of this Agreement and shall not change any of its terms or conditions. Any mutually incurred expense resulting from the services of the arbitrator shall be borne equally between the parties. The parties shall each bear their own individual expenses, including attorneys' fees.

3.3 Union Investigations or Inspections. Representatives of the Union may carry on investigations or inspections at any operating unit of the Station without special permission from the Employer and free from interference by the Employer. Representatives of the union engaged in such investigations or inspections shall comply with the Employer's safety and security rules for employees and non-employees. Such investigations or inspections shall be carried on at reasonable hours and in such manner so as not to interfere with the normal operation of the Station.

ARTICLE IV

**Hours of Work - Overtime - Penalty Rates,
Rest Periods - Holidays - Sick Leave**

4.1(A) Regular Full-Time Employee Work Day/Week. The work day for employees covered by this Agreement shall be the first eight (8) consecutive hours worked in any continuous work assignment exclusive of lunch periods if taken on the employee's time. The work week shall consist of five (5) such consecutive work days followed by two (2) consecutive days off for relief from duty. Two (2) consecutive days off shall consist of a minimum of sixty (60) hours relief from all duty. Preparing the station for proper operation or closing down at the end of the broadcast day shall be part of the continuous work assignment, and shall be paid at the applicable rate.

4.1(B) 4/10 Option. The Company may, at its sole discretion, assign employees to four, ten-hour days on a regular basis. For such 4/10 employees, the words "four" and "ten" would replace the words "five" and "eight" for the purposes of administering this contract. Appropriate adjustments should also be made to time off work within the context of a work week. For example, the work day for 4/10 employees shall be the first ten (10) consecutive hours worked in any continuous work assignment exclusive of lunch periods if taken on the employee's time. The work week shall consist of four (4) such consecutive work days followed by three (3) consecutive days off for relief from duty. Time worked in excess of the regular ten (10) hour work day shall be paid for at one and one-half (1½) times the regular rate. Continuous work premiums will apply to employees who have less than eighty-four (84) hours relief from duty. For administrative purposes the units of time relating to, holidays, and PTO will be treated as hourly equivalents when dealing with 4/10 employees:

Contract Term	5/8 Days	Hourly Equivalent	4/10 Days
5 days	5	40	4
10 days	10	80	8
15 days	15	120	12
90 days	90	720	72
2 weeks	10	80	8
3 weeks	15	120	12

4 weeks	20	160	16
5 weeks	25	200	20

Employees who work one of the holidays specified under 4.7(B) will receive the holiday premium for the actual hours worked. Employees who do not work the holiday will receive ten (10) hours of holiday pay if the holiday falls during their regular work week or eight (8) hours of holiday pay if the holiday falls outside their regular work week.

4.2(A) Part-Time Employee Work Day/Week. Any employee who is hired to work less than five (5) consecutive eight (8) hour days shall be designated as a part-time employee; no employee hired to work five (5) consecutive days of eight (8) hours or more may be so designated. Part-time employees may occasionally work five (5) consecutive eight (8) hour days for the purposes of providing sick or vacation relief, coverage required by local or network program changes, coverage required by breaking news events or any other coverage deemed necessary by management. It is understood that all provisions of this Agreement other than those contained in Article IV, Sections 4.1(A), 4.2(E), 4.4(A), 4.4(B), 4.5, 4.6(A), 4.7(D), 4.7(F), 4.7(G), 4.7(H), 4.11 apply to part-time employees.

4.2(B) Part-time Minimum Call. All part-time Engineers shall be paid a minimum of the equivalent of two (2) hours straight-time pay any time they are called for duty.

4.2(C) Part-time Pro-rata Benefits. Part-time employees at KING-TV shall be entitled to pro-rata, severance, and PTO benefits (subject to the PTO policy) based on the ratio of hours worked to a full-time schedule, up to the full-time entitlement. Length of service and hours worked will determine the rate at which an employee will accrue PTO time in accordance with the PTO policy.

4.2(D) Part-time Employee Premiums. Part-time employees who do not receive medical benefits shall be paid one dollar (\$1.00) per hour above the rates set forth in Article 5 below for all classifications. Actual hours worked, including overtime hours (counted simply by hours, not by any additional factor), shall serve as the basis for advancing part-time employees on the experience scale. Every 1,000 hours worked for the Company shall constitute 180 days of experience.

4.2(E) Temporary Engineers. The Company may employ Temporary Engineers to do bargaining unit work for the purpose of event driven programming, emergency situations or approved leaves of absence when current full-time or part-time employees are not available. The Union shall be notified within forty-eight (48) hours of the emergency situation, and the emergency situation shall not exceed five (5) days. The Company and the Union may agree to extend the time of the emergency situation on a case-by-case basis. Temporary Engineers shall be allowed to work an approved leave of absence on a forty (40) hour work schedule for up to six (6) months. Temporary Engineers may work vacation relief not to exceed nine (9) months in a twelve (12) month period. Temporary Engineers must comply with Section 1.5(B) and the Company will pay such individuals a minimum eight (8) hour call and a dollar amount equal to the fifth pay step for Other Engineers as a minimum. Hours not actually worked but paid because of minimum call shall not be included in any overtime calculation or against the maximum number of hours permissible for a Temporary Engineer. Maximum Temporary Engineers hours will not exceed 240 hours per pay period for work performed at the KING-5 building.

Before hiring Temporary Engineers for planned event driven programming, the Company shall advise by email qualified unit members of the opportunity for additional work and designate a contact person.

At least one Union steward shall be copied on the email. If qualified unit members volunteer for the work by email response, they shall be offered the work prior to hiring temporary engineers. The Union may refer qualified candidates to the Company.

4.3 Overtime Rate. Time worked in excess of the regular eight (8) hours work day (or ten (10) hour work day for those on a 4-10 schedule) or forty hours in a work week shall be paid for at one and one-half (1½) times the regular rate.

4.4(A) Notice of Schedule. Regular full-time employees' work days and work week schedules shall be posted far enough in advance to provide each employee one full week's notice of his scheduled working hours and days off whenever possible. If work schedules are not so posted, an employee shall assume his schedule to be unchanged from the prior week.

4.4(B) Starting Time Premium. If an employee is given less than seven (7) days notice of a change in scheduled days off, or less than five (5) days notice of a change in daily starting time, except in cases of emergency, all hours worked outside those previously scheduled straight-time hours shall be paid for at the rate of time and one-half (1½).

Example: Employee required to change starting time without proper notice.

12:00	8:00	10:00	8:00	12:00	4:00	6:00
Noon	p.m.	p.m.	a.m.	Noon	p.m.	p.m.
8 hrs ST.2 hrs T½ OT*			4 hrs T¼ hrs ST.2 hrs T½ STP**OT*			

*OT Overtime

**STP Starting Time Penalty

An emergency is an unforeseen combination of circumstances that calls for immediate action or change in plans. Examples are as follows:

- (a) Special network programs of national importance, telecast times of which are not finalized by the network in time for the station to give the required notice.
- (b) Programs of local importance that develop suddenly and should be televised as soon as possible.
- (c) Illness of employees or performers to the extent that the station must modify the work schedules of other employees.

4.5 Four Hour Minimum. All full-time employees shall be paid a minimum of the equivalent of four (4) hours straight-time pay any time they are called for duty. Any employee who is called to work on a recognized holiday or on his days off, or is called back to work after being released from duty for the day, shall be guaranteed a minimum of four (4) hours work at the applicable rate.

4.6(A) Rest Periods. Scheduling for PTO leave shall provide for such PTO leave to begin twelve (12) hours after the completion of the last continuous work assignment preceding such PTO leave.

4.6(B) Rest Period Premiums. If employees have less than twelve (12) hours time off between continuous work assignments, time worked on the subsequent shift falling within the twelve (12) hour period shall be paid for at the rate of time and one-half (1½).

Example: Employee's regularly scheduled shift is 8:00 a.m. to 4:00 p.m.:

8:00 a.m.	4:00 p.m.	12:00 Midnight	8:00 a.m.	12:00 Noon	4:00 p.m.	6:00 p.m.
8 hrs ST.8 hrs T½ OT*			4 hrs T½4 hrs ST.2 hrs T½ RPP**OT*			

Example: Employee required to change starting time with proper notice:

12:00 Noon	8:00 p.m.	10:00 p.m.	6:00 a.m.	10:00 a.m.	2:00 p.m.	6:00 p.m.
8 hrs ST.2 hrs T½ OT*			4 hrs T½4 hrs ST.4 hrs T½ RPP**OT*			

*OT Overtime

**RPP Rest Period Penalty

4.6(C) Scheduling for Employee Benefit. The penalty pay provisions contained in this Agreement shall not apply whenever a shift is scheduled for the convenience of the employee, such as:

- a. When the shift is scheduled so that a voluntary exchange of working hours between employees results.
- b. Whenever the Union and the Company agree that the scheduling is for the benefit of the employee.

4.7(A) Recognized Holidays. Recognized holidays shall be on the same basis as holidays recognized for Station employees who are not represented by any labor organization. Unless specifically provided for differently in this agreement, this "same basis" applies to all aspects of the holiday benefit and any changes to any aspect of that benefit. Either party may negotiate changes to this benefit in any successor collective bargaining agreement, but it is understood that this "same basis as" practice will continue as the dynamic status quo until such time as a change has been made through negotiations.

4.7(B) Holiday Premiums. Employees required to work on a holiday which falls during their regular work week shall be paid for all time worked at two (2) times straight-time pay, and if such hours worked are less than eight (8) hours shall be paid straight-time pay for the balance of the eight (8) hour work day. If an employee being paid two (2) times pay for such work on a holiday works in excess of eight (8) hours (greater than ten (10) hours for ten hour/day employees), the employee shall receive three (3) times straight time pay for all hours over eight (or ten). If not required to work at all on any of these holidays which fall during their regular work week, full-time employees shall be paid a minimum of eight (8) hours straight-time pay. If the holiday falls outside their regular work week, they shall be paid eight (8) hours straight-time pay. Part-time employees are not eligible for holiday pay unless they work on the holiday.

4.7(C) Timing of the Holidays. If the designated holidays are also holidays for the Federal Government, then they will be recognized and paid for on the legal holidays recognized by the Federal Government except that if July 4, Christmas Day, or New Year's Day are being observed and fall on a weekend, those employees working on that day will receive the holiday premium.

4.7(D) Holidays and paid time off. When a recognized holiday falls on a scheduled work day during an employee's paid time off, the day shall not count against an employees' paid time off and the holiday pay shall be paid as described above. This provision does not apply to employees who have exercised the trade of holidays for vacation under 4.7(H).

4.7(E) Christmas Eve and New Year's Eve Premiums. Hours worked between 4:00 p.m. and 12:00 midnight on December 24 and December 31 shall be paid for at the rate of two (2) times the regular straight-time rate.

4.7(F) Paid time off and Off-Days. When a recognized holiday falls on a scheduled day off during an employee's paid time off, the day shall not count against an employee's paid time off usage and the holiday pay shall be paid as described above. This provision does not apply to traded holidays under 4.7(H). For the purpose of this section, scheduled days off during an employee's paid time off shall be the same days of the week as the posted scheduled days off for such employee during the week immediately preceding the employee's paid time off period.

4.7(G) Maximum Premium Rate. In no event shall the application of this provision and Paragraph 4.4 of this Article result in total payment greater than double the straight-time hourly rate for hours worked on holidays or between 4:00 p.m. and midnight on December 24 and December 31, except as provided in Section 4.7(B) of this Article.

4.7(H) Paid time off in Lieu of Holidays. Any employee may request that in lieu of the designated holidays that he/she wishes an equivalent number of days of paid time off, provided such request is presented in writing prior to December 15 of any year. The additional paid time off in lieu of holidays shall be understood to be taken at a time mutually agreeable by the Employer and employee. If an employee works in excess of eight (8) hours on a traded holiday, that employee shall be paid at the holiday pay rate of three (3) times straight time pay for such hours.

4.8 Shift Premiums. The following hourly shift premium shall apply to all hours actually worked between the following hours:

	Hourly Premium
10:00 p.m to Midnight	\$.35
Midnight. - 7:00 a.m.	\$.65

4.9(A) No Pyramiding. Payment of overtime/premium time/penalty time shall not be duplicated. To the extent that hours are compensated for at such rates under one provision, they shall not also be counted as hours worked in determining compensation under the same or any other provision, provided that in such cases, the highest applicable rate shall be paid. In all cases where overtime/premium shift/penalty time is required by law, the amount required to be paid by law shall be credited against the amount required by this Agreement so that there shall be no duplication. Further, it is understood and agreed that in event the application of any law would result in overtime/premium shift/penalty time being duplicated, then any portion of this Agreement so affected shall be considered not in effect in such instances.

4.9(B) Shift Premium Exemption. When computing an employee's overtime pay rate during a period in which the shift premium applies, the shift premium shall be considered a part of the regular hourly rate. Accordingly, the overtime rate for times when the shift premium is in effect would be calculated as follows:

Example

Regular Hourly Rate		Shift Premium	=	Pay Rate	X	1.5	=	Overtime Rate
\$10.00	+	\$.65	=	\$10.65	X	1.5	=	\$15.98

4.9(C) Hazard Pay Exemption. When hazard pay is payable under Section 7.2B, such payment shall be an exception to the no pyramiding clause contained in Section 4.8. Therefore, hazard pay is payable in addition to applicable overtime or holiday pay.

4.10(A)

The Employer shall include bargaining unit employees in the paid time off policies, Short Term Disability Plan, and Long Term Disability Plan adopted from time to time by the Employer as they apply to the Employer's unrepresented employees, without the necessity of bargaining. The Employer will provide at least sixty (60) days' notice to the Union of any significant changes to such policies or plans, and upon request, will provide the Union with the opportunity to provide input.

The aforementioned benefits are provided to bargaining unit employees on the same basis as they are provided to Station employees who are not represented by any labor organization. This "same basis" applies to all aspects of the benefit including plans and coverage offered, effective dates, extent of benefits, employee contributions, in any, co-pays, and any changes to any aspect of such plan or benefit. Either party may negotiate changes to any benefit covered in this section in any successor collective bargaining agreement, but it is understood that this "same basis as" practice will continue as the dynamic status quo until such time as a change has been made through negotiations.

In return for inclusion in the Employer's time off policies and for as long as such policies are applicable to the bargaining unit, the Union, on behalf of the bargaining unit, hereby waives all provisions of Seattle Council Bill 117216 and Seattle Municipal Code Section 14.16 regarding paid sick leave, to the full extent permitted by Seattle Municipal Code 14.16.120. (Retain only if necessary for compliance/protection of the Ordinance)

The following employees previously participated in a King Broadcasting Company "Old Sick Plan", and have remaining banks of hours. They shall keep the remaining banks of hours, which may be used only for either or both of the following purposes:

- a) To supplement Long Term Disability benefits, up to 100% of pay;
- b) When the employee qualifies for Short Term Disability, to compensate the employee for the first five days of the disability in lieu of using PTO time.

Milt Hightower

Doug Mossano

4.10(B) Other Benefits. The Company now provides medical, dental, pension, life, disability and travel accident coverage. Additionally, employees shall be eligible to participate in the Company's 401(k) plan. The Company reserves the right unilaterally to make changes in the benefit programs and plans, but will notify the Union of significant benefit changes. The aforementioned benefits are provided to bargaining unit employees on the same basis as they are provided to Station employees who are not represented by any labor organization. This "same basis" applies to all aspects of the benefit including plans and coverage offered, effective dates, extent of benefits, employee contributions, in any, co-pays, and any changes to any aspect of such plan or benefit. Either party may negotiate changes to any benefit covered in this section in any successor collective bargaining agreement, but it is understood that this "same basis as" practice will continue as the dynamic status quo until such time as a change has been made through negotiations.

4.11 Continuous Work Premiums. Any employee who is required to work in excess of twelve (12) consecutive days shall be paid for all time worked beginning with the beginning of the thirteenth (13th) day at the following rates:

- 1) If such consecutive work falls on an employee's regularly scheduled workday, such time will be paid for at one and one-half (1½) times the employee's regular rate of pay for the first eight (8) hours and double time thereafter.
- 2) If such consecutive work falls on an employee's scheduled day off, all time worked on that day shall be paid for at the rate of double time. Such premium/penalty rate shall continue until the employee has had not less than forty-eight (48) hours' relief from all duty.

4.12(A) Director Premium. Whenever an IBEW member switches a show or segment without the aid of a director, the IBEW member shall receive a 5% premium, with a four (4) hour minimum.

4.12(B) Director/Switcher. Bargaining unit members scheduled as Director/Switcher shall be paid 17½% above the Crew Chief rate, with a four (4) hour minimum.

4.12(C) Directors. Bargaining unit members scheduled to direct shall be paid 5% above the Crew Chief rate, with eight (8) hour minimum.

4.12(D) Master Control Switcher. Bargaining unit members scheduled to work as Master Control switcher will receive a fifty-cents (50¢) per hour premium.

ARTICLE V

Wages - Compensation – Vacations

5.1(A) Minimum Hourly Wages. Employees covered by this Agreement shall be paid the minimum hourly wage rates appropriate to their job classification as follows:

Classification	Current Rate	First Increase	Second Increase
All Other Engineers			
First 180 days	\$13.99	\$16.69	\$16.69
Second 180 days	\$15.62	\$16.69	\$16.69
Third 180 days	\$17.27	\$17.53	\$17.79
Fourth 180 days	\$18.95	\$19.23	\$19.52
Fifth 180 days	\$21.21	\$21.53	\$21.85
Sixth 180 days	\$23.79	\$24.15	\$24.51
Seventh 180 days	\$26.98	\$27.38	\$27.80
Eighth 180 days	\$28.55	\$28.98	\$29.41
Ninth 180 days	\$30.02	\$30.47	\$30.93
Tenth 180 days	\$31.32	\$31.79	\$32.27
<u>Thereafter</u>	\$32.00	\$32.48	\$32.97

Maintenance, Post-Production, Crew Chief

First 180 days	\$20.34	\$20.65	\$20.95
Second 180 days	\$23.41	\$23.76	\$24.12
Third 180 days	\$27.04	\$27.45	\$27.86
Fourth 180 days	\$28.77	\$29.20	\$29.64
Fifth 180 days	\$30.53	\$30.99	\$31.45
Sixth 180 days	\$31.87	\$32.35	\$32.83
<u>Thereafter</u>	\$33.69	\$34.20	\$34.71

Studio, Bulding Maintenance	\$27.11	\$27.52	\$27.93
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Maintenance
Technician

First Six Months	\$13.52	\$16.69	\$16.69
Second Six Months	\$14.03	\$16.69	\$16.69
Third Six Months	\$14.73	\$16.69	\$16.69
Fourth Six Months	\$15.40	\$16.69	\$16.69
Fifth Six Months	\$16.06	\$16.69	\$16.69
Sixth Six Months	\$16.72	\$16.97	\$17.23
Seventh Six Months	\$17.38	\$17.64	\$17.91
<u>Thereafter</u>	\$18.07	\$18.34	\$18.62

TD/Director

[Employees in this category shall not be eligible to receive premiums under sections 4.12(A), 4.12(B), 4.12(C), or 4.12(D)]

First 180 days	\$13.99	\$16.69	\$16.69
Second 180 days	\$15.62	\$16.69	\$16.69
Third 180 days	\$17.27	\$17.53	\$17.79
Fourth 180 days	\$18.95	\$19.23	\$19.52
Fifth 180 days	\$21.21	\$21.53	\$21.85
Sixth 180 days	\$23.79	\$24.15	\$24.51
Seventh 180 days	\$26.98	\$27.38	\$27.80
Eighth 180 days	\$28.55	\$28.98	\$29.41

Ninth 180 days	\$30.02	\$30.47	\$30.93
Tenth 180 days	\$31.32	\$31.79	\$32.27
<u>Thereafter</u>	\$40.19	\$40.79	\$41.40

The “first increase” (1.5%) shall be effective on July 20, 2021 and payable on the first payroll period following signing of the new contract and shall be applied retroactive for those employees who are actively employed on that effective date and were also actively employed on the date of ratification. The “second increase” (1.5%) shall be on the first payroll period following the first anniversary of the effective date of the agreement.

5.1(B) Post Production Designation. Only employees who are exclusively assigned to post production duties, whether on a full- or a part-time basis, shall be classified as "Post Production" engineers. Employees who rotate through post production assignments shall be classified as "All Other Engineers." Nothing about the "Post Production" classification shall be construed to prevent such employees from doing or being assigned to do other duties; all such other work shall be paid at the "Post Production" rate, unless the employee is permanently reassigned to other duties.

5.1(C) Crew Chief Designation. In the absence of other supervisors, one employee may be designated as the Crew Chief and receive the Crew Chief rate for all hours worked as the Crew Chief. The Company intends to designate such Crew Chiefs at times when Management and Engineering Supervisors are not normally present. Nothing in this paragraph shall be construed to require payment of Crew Chief premiums simply because Managers or Supervisors are temporarily absent for one or more hours during the day. Designation as a Crew Chief is solely at Management's discretion.

5.2 New Positions. When new positions are created, the Employer and the Union will set a rate of pay within a period of ninety (90) days or less. In the event that agreement as to said rate of pay has not been reached within the said ninety (90) day period, either party may proceed in accordance with the provisions of Article III. For the purposes of 3.2 the grievance shall be deemed to have arisen at the end (midnight) of the ninetieth (90th) day unless the parties mutually agree in writing to an extension of the ninety (90) day period.

5.3 Automobile Use. Reimbursement for the use of an employee's own automobile when used in the Employer's business, at the Employer's request, shall be at the maximum rate per mile accepted by the Internal Revenue Service with a minimum of One Dollar (\$1.00) plus any parking charges. Employees shall not be required to use their personal vehicles in the Employer's business.

5.4 Expense Reimbursement. The Employer agrees to reimburse each employee for authorized actual incidental expenses incurred in connection with assigned duties, and such incidental expenses shall include room and board expenses if an employee is assigned to temporary duty away from his normal work place and incurs such expenses which he would not ordinarily incur at his regular work place.

5.5 Leaves of Absence. The Company will give reasonable and sympathetic consideration to requests for leaves of absence without pay for periods up to six (6) months. Factors to be considered by the Company shall include but not be limited to the employee's length of service, the needs of the Station, and the purpose for which the leave is requested. An employee who engages in competitive gainful employment or does not use the leave of absence period for the purpose for which it was granted, shall be subject to termination at the Company's sole discretion. Leaves of absence granted under this provision shall not constitute breaks in service for seniority purposes but shall not be counted as service time for purposes of computing any form of compensation.

5.6 Pay Days. Wages may be paid at any time the Employer elects, but not less than semi-monthly unless agreed otherwise by all parties concerned.

5.7 On-Call Compensation. The Employer may request an Employee to be on call. The rate of pay for on call shall be one-half of the Employee's regular applicable rate with a four (4) hour minimum call and not to exceed eight (8) hours. The Employer shall contact on-call Employees after assigned to on-call hours, to notify Employee if extension of on-call is needed.

Extended hours can only be assigned in one (1) hour increments. If Employee is not contacted by Employer, Employee shall assume he/she is no longer on-call.

If Employee is called to work, he/she shall be paid at the applicable rate of pay.

ARTICLE VI

Discharge of Employees

6.1 Employment Termination. An employee may be terminated only for just cause or lack of work. It is understood and agreed that merit and ability being equal, length of service shall govern layoffs and rehiring within eighteen months of layoff. The Employer shall be the judge of the competency of its employees. It is understood, however, in any case when an employee is terminated because of incompetence and/or inefficiency and there is reasonable doubt that such termination was made solely on the grounds of incompetence and/or inefficiency, it may be submitted to the Joint Conference Committee in accordance with Article III, Section 3.2. Seniority preference shall not apply to any employee with less than one year's continuous employment with the Employer.

6.2 Seniority. There shall be no loss of accrued time in the computation of seniority as it applies to this agreement in the event of an employee being off duty because of layoff, continuous illness or authorized

temporary leave of absence up to a maximum of one year. Layoffs based on seniority shall be based on date of hire with King Broadcasting Company, but shall also include time spent in equivalent positions at Northwest Cable News.

6.3 Survival. If any provision of this Agreement is in contravention of the laws or regulations of the United States, or of the State of Washington, its counties or municipalities or the rules and regulations of the Federal Communications Commission, such provision shall be superseded by the appropriate provisions of such law or rule or regulations so long as the same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

6.4 Discharge Notice and Severance. After an employee has been employed for six (6) months, in the event of any discharge or layoff, the Employer shall give him/her, in writing, at least four (4) weeks' notice of layoff or termination, or, at the option of the Employer, two (2) weeks' pay in lieu of such notice. In the event of a lay off for economic reasons or for purposes of reducing the force, any employee with one (1) year or more of continuous service who is separated from employment shall receive at least four (4) weeks' notice of layoff or, at the discretion of the Employer, four (4) weeks' pay in lieu of notice (or a combination of pay and notice equaling four weeks), plus severance pay equal to one week of pay for each full year of service, up to a maximum of thirty (30) weeks of pay. In the event of a discharge for poor performance or other just cause (not including gross misconduct) any employee with eighteen (18) months or more of continuous service who is separated from employment shall receive one (1) week of pay for each full year of service, up to a maximum total of ten weeks total notice and severance pay. The foregoing notice and/or severance pay shall not apply in cases of discharge for gross misconduct and/or as a result of dismissal at the request of the Union because of failure by the employee to comply with Section 1.5 of this Agreement. When the services of an employee are terminated, accrued vacation will be paid.

6.5 Probationary Period. All newly employed employees for the first six (6) months of their employment shall be considered as employed on a probationary basis, and the Company may terminate the services of such employees without cause. After such period of probation, employment shall be deemed on a regular basis as of employee's day of hire and such employee shall enjoy all the rights and privileges of a regular employee as provided in this Agreement. Dismissal of probationary employees shall not be a matter subject to the provisions of Article III.

ARTICLE VII

General

7.1 Over-Scale Payments. Nothing herein shall preclude the payment of a higher rate above the minimum wage rate set forth herein at the discretion of the Employer.

7.2(A) Hazardous Work. Employees shall not be required to work on structures determined by the Employer and the representative of the Union to be hazardous.

7.2(B) Employees who may elect to do such work shall receive a special payment of \$25.00 for such occasion.

7.2(C) Employees shall not be required to work on structures higher than fifteen (15) feet above horizontal surfaces suitable for public occupancy.

7.2(D) For work on antenna structures above normal access ladders, special arrangements will be made between the parties concerned to cover such case.

7.3 Safety Practices. The Employer and the International Brotherhood of Electrical Workers mutually agree that all work performed under this contract shall be in accordance with good safety practices and common-sense shall prevail. Where it is necessary that work be performed during any period of time when only one engineer is on duty, and that engineer considers voltages present to be dangerous from a safety standpoint, then he shall request that a qualified second person be in attendance.

7.4 Non-Discrimination. All the provisions of this Agreement, including provisions with respect to wages, rates of pay, promotions, and hours and conditions of work shall apply equitably, fairly, and without discrimination to all employees covered by this Agreement. There shall be no discrimination by either Union or Employer against any employee or job applicant because of race, religion, color, sex, age, national origin, or disability.

7.5 Furlough. Employees covered by this Agreement shall be subject to furlough programs implemented by the Station for similarly situated non-bargaining unit employees equally (other than those for whom personal employment contractual commitments preclude such a furlough) under the same terms and conditions as the affected non-bargaining unit employees. However, unless exigent circumstances dictate otherwise, the Company will provide the union with 14-days' notice before bargaining unit employees are furloughed. During the 14-day notice period, the Company will in good faith consider the Union's alternative suggestions to furloughs. Notwithstanding this, the Company will have no obligation to accept the Union's suggestions and, as such, the Company may nevertheless proceed with the furloughs following the 14-day notice period. If notice of a furlough is given, the employee and the Company shall work together to schedule the furlough days, but the Company shall retain the final decision. Absent agreement between the Company and the employee, furloughs shall be scheduled for five (5) or more consecutive days plus two non-scheduled consecutive days (covering a full workweek) with the goal being to allow the employee to qualify for unemployment benefits. All furlough days shall be included in calculating accruals for Paid Time Off. PTO time, however, cannot be substituted for furlough time. There shall not be more than ten (10) furlough days in a calendar year. While on a furlough day, employees may not perform work of any kind including checking voicemail, work-related e-mail or working ahead on a project. The Company is not authorized to accept work by an employee on a voluntary basis, as the Fair Labor Standards Act requires payment of a minimum wage by an employer to its employees who are subject to the Act.

When the employee is on furlough, he/she may actively seek any kind of work. If any conflict of interest is found by the employer, the employee shall cease the work that is in conflict. The Company policy on conflict of interest shall be followed. Also, the Company and Union agree to meet and discuss matters concerning the impact of the furlough on the bargaining unit.

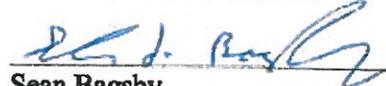
Signed at Seattle, Washington this 4 day of August, 2021.

King Broadcasting Company



Steve Carter
Interim President & General Manager

*International Brotherhood of Electrical
Workers, Local Union No. 46*



Sean Bagsby
Business Manager

Side Letter #1

Mr. Sean Bagsby
Business Manager
International Brotherhood of Electrical Workers
Local Union Number 46
19802 62nd Ave. S, Suite 105
Kent, WA 98032

Dear Mr. Bagsby:

It is understood that during the term of this contract that should the Company establish a microwave truck bureau that is permanently located and principally operated outside King County, it may be operated by a qualified KING-5 news photographer. There shall be no reduction in the current number of microwave vehicles, currently scheduled staffing of microwave vehicles, or currently scheduled employee hours as a result of the establishment of such microwave truck bureaus.

A qualified KING-5 news photographer is someone who has completed the Company's "mast truck" certification and safety training, which includes instructional programs, such as Puget Sound Energy's electrical safety seminar.

The Company may establish no more than four(4) permanently located microwave truck bureaus.

Sincerely,


Steve Carter
Interim President & General Manager

Accepted and Agreed to by IBEW, Local 46:


Sean Bagsby

Side Letter #2

Mr. Sean Bagsby
Business Manager
International Brotherhood of Electrical Workers
Local Union Number 46
19802 62nd Ave. S, Suite 105
Kent, WA 98032

Dear Mr. Bagsby:

In our 2005-06 negotiations, the Company and the Union agreed that if employees advise their supervisor a week in advance that they have scheduled a medical appointment during their normal off-duty time, every effort will be made not to schedule overtime that would interfere with that appointment.

Sincerely,


Steve Carter
Interim President & General Manager

Accepted and Agreed to by IBEW, Local 46:


Sean Bagsby

Side Letter #3

Mr. Sean Bagsby
Business Manager
International Brotherhood of Electrical Workers
Local Union Number 46
19802 62nd Ave. S, Suite 105
Kent, WA 98032

Dear Mr. Bagsby:

In negotiations for the Agreement to be effective from November 1, 2006 through October 10, 2009, it was agreed that first-line supervisors, generally referred to as "technical operations supervisors," may perform work described in Article 1.3(A) of the Agreement on the following basis:

- 1) There shall be no more than three (3) technical operations supervisors at any time.
- 2) Technical operations supervisors may train employees; work on installation when working with one or more bargaining unit members; or perform the described work in emergency situations.

Sincerely,



Steve Carter
Interim President & General Manager

Accepted and Agreed to by IBEW, Local 46:


Sean Bagsby

Side Letter #4

Mr. Sean Bagsby
Business Manager
International Brotherhood of Electrical Workers
Local Union Number 46
19802 62nd Ave. S, Suite 105
Kent, WA 98032

Dear Mr. Bagsby:

In our negotiations for an Agreement to become effective November 1, 2006, the Company and the Union agreed that employees compensated at the "Maintenance, Post Production, Crew Chief" scale will receive an additional one dollar (\$1.00) per hour when designated as an acting supervisor. The Company is not required to pay this premium simply because managers or supervisors are temporarily absent for one or more hours during a day, and designation as an acting supervisor is solely at Management's discretion.

Sincerely,



Steve Carter
Interim President & General Manager

Accepted and Agreed to by IBEW, Local 46:



Sean Bagsby

Side Letter #5

Mr. Sean Bagsby
Business Manager
International Brotherhood of Electrical Workers
Local Union Number 46
19802 62nd Ave. S, Suite 105
Kent, WA 98032

Re: Master Control

Dear Mr. Bagsby:

In our negotiations for an Agreement to become effective November 1, 2006, the parties discussed the potential for the Company's centralizing functions currently performed by bargaining unit members at KING-TV, at a location other than in Western Washington. It is understood that during the term of this Agreement, such functions may be transferred to non-KING employees, at a location or locations other than Western Washington. Should functions currently performed by KING-TV unit employees be transferred to a location other than in Western Washington, the Union will be afforded the opportunity to bargain regarding the effect of such transfer on members of the bargaining unit. Any employee laid off as the result of such centralization shall receive the Enhanced Severance provided in Section 6.4 of the Agreement.

Sincerely,

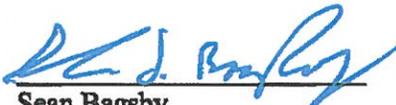


Steve Carter

Interim President & General Manager

ACCEPTED AND AGREED TO
BY IBEW LOCAL NO. 46

By:


Sean Bagsby

Side Letter #6

Mr. Sean Bagsby
Business Manager
International Brotherhood of Electrical Workers
Local Union Number 46
19802 62nd Ave. S, Suite 105
Kent, WA 98032

Dear Mr. Bagsby:

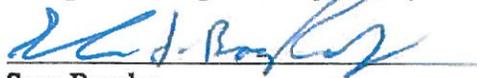
In our negotiations for an Agreement to become effective November 1, 2006, the Company and the Union agreed that there would be no more than two (2) employees, at any one time, in the job classification "Maintenance Technician." Tasks to be performed by employees in this classification would be to pull cables; clean tape machines; equipment staging (i.e., shipping, inventory, etc.); cable repair; assist on new installations and similar duties as assigned.

Sincerely,



Steve Carter
Interim President & General
Manager

Accepted and Agreed to by IBEW, Local 46:



Sean Bagsby

Side Letter 7

Mr. Sean Bagsby
Business Manager
International Brotherhood of Electrical Workers
Local Union Number 46
19802 62nd Ave. S, Suite 105
Kent, WA 98032

Dear Mr. Bagsby:

In our negotiations for an Agreement to become effective March 16, 2018, the Company and the Union agreed as follows:

Side Letter On Flexible Jurisdiction

1. (a) The Employer continues to recognize the Union as the sole and exclusive bargaining agent for all employees holding jobs defined within the main Agreement as being within the bargaining unit, now or hereafter employed by the Employer, during the term of this Agreement. Execution of this Side Letter will not by itself (i) remove any positions from the bargaining unit, (ii) create new positions within the bargaining unit, or (iii) move positions that are currently outside the bargaining unit to inside the bargaining unit; the parties recognize that new positions may be created in the future and agree that the procedures detailed elsewhere in this side letter will be available to resolve unit placement issues involving such new positions.

(b) This Side Letter permits the assignment of work within the jurisdiction of the Union to persons other than those currently in the bargaining unit, in doing so it is intended to be lawful work assignment language; it is not intended to nor shall be construed as: (i) a modification of the Union's recognition rights contained in the main Agreement, (ii) a modification of the scope of the bargaining unit represented by the Union, or (iii) a waiver by the Union of any right it may have to claim to represent any such employee(s).

(c) The parties agree that recognition of jobs as being within those represented by the Union is not dependent on the job title assigned, but rather on the nature and scope of their principal duties.

2. Notwithstanding any other provisions of this Agreement and/or the practice of the parties under prior Agreements, it is recognized that the jurisdiction of the Union is flexible in nature and that, subject to the other commitments of this side letter, any work within the jurisdiction of the Union may be assigned to or performed by persons outside the bargaining unit.

3. The Station agrees (i) that the core responsibility for performing work within the jurisdiction of the bargaining unit shall remain with employees represented in the bargaining unit, (ii) that there should be no diminution of the IBEW regular full-time bargaining unit as a result of the flexible jurisdiction allowed by this Side Letter (temporary and part-time employees are not included in this protection), (iii) that it will not reduce full-time bargaining unit employees regularly scheduled straight-time hours solely due to management exercising the flexible jurisdiction of this side letter, (iv) that it will not hire or retain a complement of new non-unit employees, freelancers or stringers, for the purpose of displacing the bargaining unit employees from performing work, and (v) that it will not engage in a course of conduct designed to avoid or evade the terms of the main Agreement or this Side Letter.

4. The parties agree to use the following procedures to resolve disputes as to the placement of employees within or outside the bargaining unit:

(a) When a person is hired, the Station will place them in the IBEW bargaining unit if: (i) the person is hired into a position similar to those of the traditional IBEW unit, or (ii) the employee's core responsibilities are work within the jurisdiction of the bargaining unit.

(b) If either KING or IBEW believes that a person is misclassified they may challenge the classification at the following times: (i) within 180 days of the hiring date of a disputed person, or (ii) within 60 days prior to any anniversary date of this Agreement. A party wishing to challenge a unit classification shall give timely give notice to the other that they believe it appropriate to change the bargaining unit status of one or more individuals and thereafter the procedures of Article III shall be utilized to resolve the dispute.

(c) In resolving disputes under this section, whether it be informally or in arbitration, the parties agree that the nature and scope of the individuals work over a representational period of at least the preceding 3 months shall be the appropriate inquiry, and that, in addition to the considerations identified in paragraph 2 above, the unit placement of other similarly situate persons shall be considered.

(d) Both parties wish to avoid repetitious disputes over the unit placement of the same individuals, and therefore both parties agree that a resolution as to the unit placement of an individual, including both an informal resolution and/or an arbitration decision, shall be determinative as to that person and not subject to re-challenge unless the facts and circumstance have materially changed, in which case the prior decision shall be admissible, only those circumstances that have changed shall be considered, and the previously resolved status shall be modified only if the new or changed circumstances in and of themselves require a different result.

(e) If IBEW or KING-TV is urging a change to bargaining unit status that would impact another labor organization within the Station with language in their collective agreement that allows for a similar alternative dispute and arbitration procedure to resolve similar issues, notice of the dispute shall be given to that other labor organization and that labor organization shall be afforded the opportunity to

participate in the proceedings. Should IBEW receive notice of such a dispute involving another labor organization at the Station with language in their collective agreement that provides a similar alternative dispute and arbitration procedure to resolve similar issues, it agrees to be bound by the outcome thereof if through arbitration, provided it has been afforded the same opportunity to participate in that proceeding.

5. The Station will make training available to bargaining unit members in new technologies for the purpose of furthering the skills and abilities of the members and allowing their assignment to involvement with future work both within and outside of the bargaining unit jurisdiction.

6. In the event there is any conflict between this Side Letter and any other terms of the main Agreement or any of the other Side Letters thereto, this Side Letter shall be controlling.

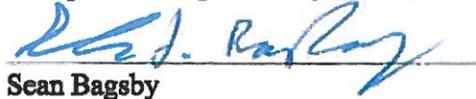
7. Nothing in this section shall prevent the parties from utilizing the procedures afforded them by the National Labor Relations Act or the policies and procedures of the National Labor Relations Board, including, but not limited to, unit clarification proceedings.

Sincerely,



Steve Carter
Interim President & General
Manager

Accepted and Agreed to by IBEW, Local 46:



Sean Bagsby

Side Letter 8

Mr. Sean Bagsby
Business Manager
International Brotherhood of Electrical Workers
Local Union Number 46
19802 62nd Ave. S, Suite 105
Kent, WA 98032

Dear Mr. Bagsby:

In our negotiations for an Agreement to become effective March 16, 2018, the Company and the Union agreed as follows:

The Station has since the expiration of the 2011-2014 collective bargaining agreement moved office locations. Certain facility related benefits, such as parking, mass transit subsidies, building common areas etc. of necessity changed. The Station will make such changes to such facility related items, including but not limited to parking, mass transit subsidies, common areas etc., for bargaining unit employees at the same time and on the same basis as they may be made for employees of the Station who are not represented by a labor organization, and without necessity of bargaining.

Sincerely,

Steve Carter
Interim President & General
Manager

Accepted and Agreed to by IBEW, Local 46:


Sean Bagsby

Side Letter 9

Mr. Sean Bagsby
Business Manager
International Brotherhood of Electrical Workers
Local Union Number 46
19802 62nd Ave. S, Suite 105
Kent, WA 98032

Dear Mr. Bagsby:

In our negotiations for an Agreement to become effective July 20, 2021, the Company and the Union agreed as follows:

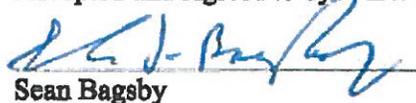
For Seattle minimum wage compliance purposes, employees who start at the "First 180-days" or "First 6-month" step, will be paid the current Seattle minimum wage provided the first step wage rate is below the Seattle minimum wage rate. Employees who start employment at the Seattle minimum wage rate will continue to progress through the scale steps, however, no pay increase will be due until the scale rate is above the employee's rate. The Station, however, reserves the sole right to start an employee at a higher step.

Sincerely,



Steve Carter
Interim President & General
Manager

Accepted and Agreed to by IBEW Local 46:


Sean Bagsby