

AGREEMENT
By and Between
KIRO-TV, INC.
And
LOCAL UNION NO. 46
OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

October 1, 2016 through September 30, 2020

TABLE OF CONTENTS

ARTICLE I	DATE EFFECTIVE, NO STRIKE-NO LOCKOUT, JURISDICTION RECOGNITION, UNION MEMBERSHIP	1
ARTICLE II	MANAGEMENT FUNCTIONS	3
ARTICLE III	SETTLEMENT OF DISPUTES	3
ARTICLE IV	HOURS OF WORK, OVERTIME AND PENALTY RATES, REST PERIODS, PAID TIME OFF, HOLIDAYS & SICK LEAVE	4
ARTICLE V	WAGES-COMPENSATION	8
ARTICLE VI	TERMINATION - SENIORITY - PROBATIONARY PERIOD	13
ARTICLE VII	GENERAL	15
ARTICLE VIII	NON-DISCRIMINATION	16
ARTICLE IX	DRUG AND ALCOHOL POLICY	16
SIDE LETTER NO. 1	.....	17
SIDE LETTER NO. 2	.....	20
SIDE LETTER NO. 3	.....	22
SIDE LETTER NO. 4	.....	24
SIDE LETTER NO. 5	.....	25
SIDE LETTER NO. 6	.....	26
SIDE LETTER NO. 7	.....	29
APPENDIX A	.....	29
APPENDIX B	.....	31
APPENDIX C	.....	35

THIS AGREEMENT made and entered into this 1st day of October, 2016 between KIRO-TV, Inc. owners and operators of Television Station KIRO-TV (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 hereafter employed by the Employer or its lessees, successors or assigns during the term of this Agreement.

BASIC PRINCIPLES

The Employer and the Union have a common 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 the 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-NO LOCKOUT, JURISDICTION RECOGNITION, UNION MEMBERSHIP

Section 1.1 This Agreement shall be effective from the date of ratification (October 1, 2016), except as provided herein, and shall remain in effect to and including September 30th, 2020 and shall continue in effect from October 1st through September 30th of each year thereafter unless changed or terminated in the manner hereinafter provided, which extension must be in writing, signed or initialed by each party, to be effective.

Should either party to this Agreement desire to adjust wages, terms or terminate this Agreement, it shall notify the other party in writing no earlier than July 1, 2020 and no later than August 1, 2020, or if the Agreement has been extended, no earlier than ninety (90) days or later than sixty (60) days prior to the expiration in any subsequent year, stating the exact nature of the amendments and adjustments desired. If notice is provided after July 1, 2020 and by August 1, 2020, negotiations for a new agreement shall start no later than thirty (30) days thereafter. In the event that the parties cannot agree by September 30 of such year upon the adjustments 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. Nothing within this Section shall be construed as in any manner limiting the non-opening party from making proposals for changes or adjustments to the prior agreement.

Amendment and adjustments to this Agreement can be made at any time by mutual consent of the parties hereto, and must be in writing and signed or initialed by each party to be effective.

Section 1.2 While this Agreement is in effect, neither party will engage in economic action against the other in the form of strikes, sympathy strikes, slow downs, picketing, including informational picketing, or lockouts. Further, while this Agreement is in effect, neither the Union nor its members, individually or collectively, will engage in any activity of an economic or non-economic nature directed against the Employer that is beyond the protections of Section 7 of the National Labor Relations Act. Neither party is obligated to utilize Article III of this

Agreement to contest any claimed breach of this Section 1.2, and may instead seek redress through the NLRB or Federal Court, as appropriate.

Section 1.3 The Employer recognizes the rights of its Employees to self-organization and to bargain collectively through representatives of their own choosing. Local Union #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 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 cameramen, salesmen, janitors, watchmen and guards, and supervisory Employees as defined in the Labor Management Relations Act of 1947, and all other Employees of the Employer.

Section 1.4 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 to negotiate 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 reasonably have been expected to raise during the negotiations of this Agreement. Any Shop Steward acting in the official capacity as a representative of the Union may confer with the Employer during regular working hours without loss of time or pay, provided his/her assignments permit such a conference without disruption. The Union shall advise the Employer, in writing, of each Employee designated as Shop Steward. The Employer agrees to confer with the Union that technologically new equipment purchases follow FCC and KIRO-TV signal guidelines and are compatible with existing equipment.

Section 1.5 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. Employees who are not members of the Union shall make application for Membership therein not later than thirty-one (31) days after employment, or the legally effective date of this Section, whichever is later. The Employer shall make each new Employee in the bargaining unit aware of the membership requirement in writing and a copy of the notice, as supplied by the Union, shall be forwarded to the Union within ten (10) working days.

Section 1.6 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 monthly basis and remitted to the Union periodically as agreed to by both parties. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, action taken by the Employer in complying with this Article.

ARTICLE II MANAGEMENT FUNCTIONS

Section 2.1 Management's Rights. Except as clearly and explicitly abridged by any provision of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights or functions of management. The rights and functions of management, whether exercised or not, include, but are not limited to: the right to manage the Station; to hire, suspend, discharge or otherwise discipline Employees; to assign, direct and manage the workforce in accordance with the requirements determined by management; to determine the number of Employees needed; to transfer, promote or demote Employees, or to lay off, terminate or otherwise relieve Employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for maintenance of discipline; to create, modify and change work schedules and assignments; to sell, close or liquidate, in whole or in part, the business or any department or subdivision thereof; to control the use of Station property and equipment; to determine the type of equipment to be used and the method of operations to be followed; to introduce new, improved production, maintenance or service methods or facilities or to change existing methods, techniques or facilities; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of the business. No rights of Employees established by this Agreement shall extend or continue beyond the original termination date or as extended.

ARTICLE III SETTLEMENT OF DISPUTES

Section 3.1(a) All complaints (including discharge) involving questions as to the interpretation, application or performance of this Agreement arising among the Employees only during the term of this Agreement and any extensions, excluding complaints relating to or arising from the exercise of management rights described in Section 2.1 above and which are excluded from the grievance procedure, shall be referred to the Employer in writing within fifteen (15) calendar days from the time the complaint began to exist or should have been reasonably known to have existed.

The written grievance shall specify the acts or omissions complained of and the contractual provisions alleged to have been violated. Any extensions to the time for submitting the grievance must be in writing. Any such complaint which is not resolved between the representative of the Union and the Employer within eight (8) calendar days shall be referred to the Station's General Manager.

Section 3.1(b) If the grievance is not satisfactorily resolved at the General Manager level within eight (8) calendar days, the matter may be referred to arbitration by the Union within an additional fourteen (14) calendar days.

In the event the parties are unable to agree mutually on an arbitrator within three (3) additional days, the Union shall apply to the Director of the Federal Mediation and Conciliation Service for a panel of nine (9) arbitrators. Upon receipt of such panel the parties shall select an arbitrator by any mutually agreeable manner, and failing such agreement, shall alternately strike a name until there is but one arbitrator remaining. Such dispute shall be submitted to the arbitrator thus appointed and the decision of the arbitrator shall be final and binding on both parties. Hearings

before the arbitrator shall be held as promptly as convenient to the arbitrator. The cost of the arbitrator (arbitrator's fees and expenses) shall be borne by the party whose position in the dispute is not upheld by the arbitrator's decision.

The power of the arbitrator to decide any dispute does not empower the arbitrator to add to, alter, or amend the terms, conditions or provisions of this Agreement, or to extend this Agreement to cover matters not within it. The arbitrator may not extend any time limits specified in this Agreement, nor may he or she award any remedy for any violation occurring more than fourteen (14) days prior to the written grievance specified in Section 3.1(a) herein. The Arbitrator may not hear or accept any facts in support of the grievance which may have reasonably been known to exist at the time the grievance was filed which was not included in the written grievance or which was not presented to management or labor during the meeting described above. This shall not preclude the use of newly acquired evidence, provided that the grieving party provides the other party prompt notice of any change in position based on that evidence.

Section 3.2 Representatives of the Union may carry on investigations or inspections at any operating unit of the Station in which bargaining unit Employees work. Except in cases of emergency, Union representatives shall provide the Employer's Human Resources Manager or designee with reasonable advance telephonic or email notice of any such investigation or inspection. Conduct during such an investigation or inspection shall be consistent with professional standards and common courtesy, shall be during normal business hours unless otherwise arranged in advance, and shall be conducted in such a manner so as not to interfere with normal Station operations. The representatives of the Union may be escorted by Station personnel. This shall not preclude private discussions between an Employee and his representative during non-working time.

ARTICLE IV

HOURS OF WORK, OVERTIME AND PENALTY RATES, REST PERIODS, PAID TIME OFF, HOLIDAYS & SICK LEAVE

Section 4.1 The normal workweek for full time Employees shall consist of forty (40) hours of scheduled work within either four (4) or five (5) consecutive workdays.

Full-time employee four-day workweek schedules shall provide at least three (3) consecutive days off; five-day workweek schedules shall provide at least two (2) consecutive days off. 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 for at the applicable rate.

Section 4.2 Full-time employees with time worked in excess of forty (40) hours during a normal work week, and time worked in excess of eight (8) hours for an eight (8) hour shift or ten (10) hours for a ten (10) hour shift during a normal workday, and time worked on regular Employee's scheduled days off shall be paid for at time and one-half (1-1/2) times the regular hourly rate. Any Employee shall be paid two (2) times his/her regular hourly rate for hours worked in excess of sixteen (16) continuous hours, excluding meal times, on a shift.

Section 4.3(a) All full-time Employee workday and workweek schedules shall be posted far enough in advance to provide each full-time Employee one full week's notice of his/her scheduled

working hours and days off whenever possible. If work schedules are not so posted, a full-time Employee shall assume his/her schedule to be unchanged from the prior week.

Section 4.3(b) If a full-time Employee is given less than seven (7) days' notice of a change in scheduled days off or less than forty-eight (48) hours' 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 one and one half (1½) times.

The word "emergency" is construed to mean an unforeseen circumstance, which calls for immediate action or change of plans, i.e.:

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.

Local programs, including breaking news, which develop suddenly, or schedules that are not under the control of the Employer or cancellations of programs or events.

Illness or absences of Employees or performers initiated by the Employee(s) or performer(s) without sufficient notice to the extent that the station must modify the work schedules of other Employees. Scheduled PTO is not considered an emergency.

Section 4.4 All 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 or her 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.

Section 4.5(a) If full-time Employees have less than ten (10) hours' time off between continuous work assignments, time falling within the ten (10) hour period shall be paid for at the rate of time and one half (1-1/2). In addition, for all hours worked within a normal ten (10) hour rest period occurring during the two (2) days-off period (48 hours beginning with the end of a full-time Employee's last scheduled straight-time work shift), he or she shall be paid at the rate of two (2) times the regular straight-time hourly rate.

Section 4.5(b) Scheduling of full-time employees for days off and PTO periods shall provide for such days off and PTO periods to begin ten (10) hours after the completion of the last continuous work assignment preceding such days after PTO.

Section 4.5(c) For full-time employees, the penalty pay provisions contained in this Agreement shall not apply whenever a shift is scheduled for the convenience of the Employee.

Section 4.6(a) Holidays- The recognized holidays are set forth in the Employer's Holiday Policy. A list of recognized holidays shall be provided in writing to all employees and the IBEW Union representative as well as posted in common areas on or before November 1 of the prior year. In the event of changes to the Holiday Policy, the Company will provide the Union with prior notice and an opportunity to bargain about the decision and the effects of such change.

Section 4.6(b) Eligibility- Is set forth in the Employer's Holiday Policy dated 1/1/12 which is attached hereto as Appendix A and incorporated by reference herein. In the event of changes to the Holiday Policy, the Company will provide the Union with prior notice and an opportunity to bargain about the decision and the effects of such change.

Section 4.6(c) Holiday Pay- The provisions for holiday pay are set forth in the Employer's Holiday Policy dated 1/1/12 which is attached hereto as Appendix A, and incorporated by reference. In the event of changes to the Holiday Policy, the Company will provide the Union with prior notice and an opportunity to bargain about the decision and the effects of such change. The overtime provisions of this Agreement shall apply with respect to holiday hours worked.

Section 4.6(d) When a recognized holiday falls on a scheduled workday during a full-time Employee's PTO, such Employee shall receive an additional PTO day or, at the option of the Employer, receive PTO pay and Holiday pay for that day.

Section 4.6 (e) Any regular full-time Employee may request in lieu of five (5) of the designated holidays, an additional week of PTO, provided such request is presented in writing prior to January 1st of any year. It shall be understood that Employees so receiving an additional week's PTO in lieu of five (5) holidays shall then be considered to be eligible for holiday pay on Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day only. The additional week of PTO in lieu of holidays shall be understood to be taken at a time designated by the Company or mutually agreeable by the Employer and Employees.

By January 15th of each calendar year, the Employer will advise those Employees who have requested extra PTO in lieu of holidays if they are not eligible to trade for the additional PTO. Upon determination that eligibility has been established for an Employee to take an additional week of PTO in lieu of five (5) holidays, the Employee shall work those holidays.

Section 4.7 For full-time employees, a shift differential of fifty cents (\$.50) per hour shall be paid for hours worked between 6:00 P.M. and Midnight. A shift differential of seventy-five cents (\$.75) per hour shall be paid for hours worked between Midnight and 6:00 A.M.

Section 4.8 For full-time employees, payment of overtime/premium time/penalty time shall not be duplicated, with the exception that the shift differential paid described in Section 4.7 shall be considered as part of an Employee's regular hourly rate of pay for the purpose of determining his/her applicable overtime rate for such overtime hours worked. 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 time/ 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 time/penalty time being duplicated then any portion of this Agreement so affected shall be considered not in effect in such instances.

Section 4.9(a) Paid Time Off (PTO) and Short Term Disability Eligibility- As to full time and regular part time Employees, the provisions for Paid Time Off (PTO) eligibility are set forth in the Company's Paid Time Off (PTO) Policy dated 1/1/14 which is attached hereto as Appendix B which is incorporated by reference herein. As to full time and regular part time Employees, short term disability coverage is as set forth in the Company's Short Term Disability Policy dated 1/1/12 which is attached hereto as Appendix C and incorporated by reference. In the event of changes to the Paid Time Off (PTO) Policy and/or Short Term Disability Policy, the Company will provide the Union with prior notice and an opportunity to bargain about the decision and the effects of such change.

Section 4.9(b) Sick leave, for those who have sick leave balances, and Short Term Disability are available for bona fide illness or injury that prevents the Employee from working. Any Employee attempting to take, or taking, paid sick leave without medical cause shall be subject to discipline. In implementing this Section, the Employer shall consider the Employee's past work history patterns with respect to absences, if any, total absences, and reasons and support for any absences (data more than 3 years old shall not be used to impose discipline). The Employer, where reasonable, may require appropriate evidence of any illness or injury, and may verify that sick leave is actually being taken because of illness or injury. Prompt and regular attendance is a requirement of all jobs at the Station. Absence without leave, abuse of sick leave, or excessive absences may subject an Employee to appropriate disciplinary action up to, and including discharge.

Section 4.10 All Employees covered under this Agreement shall be allowed continuous or intermittent rest periods equivalent to ten (10) minutes during each four (4) hours worked. Where the job requires continuous or uninterrupted work, the rest period will be continuous; where the job inherently provides interruption of work, the rest periods will be intermittent.

Employees who are assigned to eight (8) or ten (10) consecutive hour work schedules, and whose job requires them to remain at a fixed station throughout the entire shift, shall be allowed an additional reasonable rest period midway through the shift between the third and fifth or fourth and sixth hours of approximately fifteen (15) minutes.

Should an Employee be called to work during unpaid lunch period, Employee shall be paid applicable rate for the entire lunch period. Should an Employee be re-called to work during off hours, the Employee shall be paid applicable rate and four (4) hour minimum shall be in effect.

Section 4.11(a) Paid Time Off - is as set forth in the Employer's Paid Time Off Policy dated 1/1/14, which is attached hereto as Appendix B and incorporated by reference. In the event of changes to the Paid Time Off Policy, the Company will provide the Union with prior notice and an opportunity to bargain about the decision and the effects of such change.

Section 4.11(b) If scheduling requirements necessitate, the Employer reserves the right to segment the full PTO accrual period into two (2) units of not less than five (5) nor more than ten (10) working days for a normal five (5) day work schedule, or units of not less than four (4) nor more than eight (8) working days for a normal four-day work schedule; however, whenever practicable the full PTO accrual period shall be granted on a consecutive basis.

Section 4.11(c) Employees desiring additional leave without pay may so request, and such unpaid leave may be permitted, within limitations, depending upon operational circumstances, staffing considerations and other considerations.

Section 4.11(d) Since the intent of PTO is to provide a period of rest and relaxation, PTO should be used in the year in which it accrues. There will be no cash-out of unused PTO time, except upon the Employee's termination, or unless the Employee is directed not to take a previously scheduled PTO for operational reasons. Any carryover, in accordance with the Policy in Appendix B, must be scheduled used in the first quarter of the following year.

ARTICLE V WAGES-COMPENSATION

Section 5.1(a) All wage scales shall be minimum applicable wages during the term of this Agreement. The Station may, at its discretion, pay over the minimum in the form of an increased hourly wage or through performance recognition checks. The Employees covered by this Agreement shall be paid at a minimum the hourly wage rates appropriate to their job classification below.

Classification		Effective			
		10/1/16	10/1/17	10/1/18	10/1/19
Senior Crew Chief		\$36.28	\$37.01	\$37.75	\$38.50
Crew Chief, 1st 3 months Maintenance Engineer, & Master Control Switcher		\$22.26	\$22.70	\$23.16	\$23.62
	2nd 3 months	\$23.13	\$23.60	\$24.07	\$24.55
	Thereafter	\$35.40	\$36.11	\$36.83	\$37.57
Engineering Technician (including Transmitter Technician), Senior Production Technician & Ignite Director	1 st 180 days	\$14.94	\$15.24	\$15.55	\$15.86
	Next 180 days	\$16.98	\$17.32	\$17.67	\$18.02
	Next 180 days*	\$19.15	\$19.53	\$19.92	\$20.32
	Next 180 days	\$20.26	\$20.66	\$21.08	\$21.50
	Next 180 days	\$21.38	\$21.81	\$22.24	\$22.69
	Next 180 days	\$22.37	\$22.82	\$23.27	\$23.74
News Film, Tape, and File Server Editors	Thereafter	\$32.07	\$32.71	\$33.36	\$34.03
	1st 180 days	\$14.46	\$14.75	\$15.06	\$15.37
	Next 180 days	\$15.94	\$16.28	\$16.63	\$16.98
	Next 180 days	\$17.32	\$17.70	\$18.09	\$18.49
	Next 180 days	\$18.80	\$19.21	\$19.62	\$20.04
	Thereafter	\$28.50	\$29.14	\$29.79	\$30.46
Production Technicians	1st 180 days	\$13.02	\$13.28	\$13.54	\$13.81
	Next 180 days	\$16.32	\$16.65	\$16.98	\$17.32
	Next 180 days	\$18.20	\$18.56	\$18.93	\$19.31
	Next 180 days	\$19.42	\$19.81	\$20.21	\$20.61
	Thereafter	\$27.95	\$28.51	\$29.08	\$29.66

Maintenance Assistant	1 st 12 Months	\$16.81	\$17.15	\$17.49	\$17.84
	2 nd 12 Months	\$17.31	\$17.66	\$18.01	\$18.37
	3 rd 12 Months	\$17.83	\$18.19	\$18.55	\$18.92
	4 th 12 Months	\$18.37	\$18.74	\$19.11	\$19.49
	5 th 12 Months	\$18.92	\$19.30	\$19.69	\$20.08
Studio Helper	1st 180 days	\$10.75	\$10.97	\$11.19	\$11.41
	Next 180 days	\$11.68	\$11.91	\$12.15	\$12.39
	Thereafter	\$14.92	\$15.22	\$15.52	\$15.84

*Any Employee who has had six (6) months or more actual experience as a broadcast television engineer shall be started at not less than the Engineering Technician rate applicable to the third 180-day period. There shall not be more than three (3) persons in the first two steps of the Engineering Technician classification at any one time.

Section 5.1 (b) The above stated steps in wage scale advancement are based on full-time employment. Part-time employment will be pro-rated, with 1040 hours of employment credited as 180 days of full time employment.

Section 5.1 (c) All bargaining unit Employees who are being paid above the Thereafter rate will receive no less than the same percentage increase to their current rate than that given to the Thereafter rate. All bargaining unit Employees who are being paid above the current step they would otherwise be on shall receive no less than the same percentage increase to their current rate than the step to which they would ordinarily have been assigned.

Section 5.1 (d) Individual Employees who, on the date this Agreement is effective, are receiving cumulative merit differential pursuant to provisions for merit differential in predecessor contracts shall continue to receive such pay.

Future Retroactive Pay Increases: Should either party open this CBA per Article I, Section 1.1 prior to August 1, 2020, and no new agreement is reached by March 31, 2021, all rate increases as may be negotiated after March 31, 2021 shall be made retroactively effective to April 1, 2021. This provision does not foreclose retroactive adjustments being negotiated should an agreement be reached prior to March 31, 2021.

Section 5.1 (e) The Employer shall have absolute discretion to pay wages in excess of the minimum hourly rate set forth, and may unilaterally increase or decrease any rate paid in excess of such minimum. The Employer shall give not less than thirty (30) days written notice of any such decrease and shall advise the Employee the reason for the decrease. Such a decrease is not subject to the grievance and arbitration provisions of this Agreement.

Section 5.1 (f) The Employer may appoint at its discretion Lead Persons to exercise leadership within the various classifications in addition to performing such work as is generally performed by bargaining unit members. Compensation for such Lead Persons shall be not less than five percent (5%) greater than the "thereafter" rate for the designated Employee's

classification. For any employee with prior merit increases built into his/her base rate, the five percent (5%) minimum premium shall be computed based on the merit augmented base. The five percent (5%) minimum premium need not be computed based on discretionary over – scale rates.

Section 5.1 (g) Senior Crew Chief and Senior Production Technician are classifications reserved for recognition of exceptional achievement over many years, appointed at the Employer's discretion. There is no requirement to have any minimum number of such positions.

Section 5.1 (h) Temporary Technicians. The Station may employ Temporary Technicians for special projects, or to release regular Technicians to work on special projects, to cover Sick Leave, PTO or other similar absences of regular technicians, or for a specific period of time, not to exceed one year. A Temporary Technician shall be advised of his/her status in writing at the time of hire. Such Temporary Technicians shall be governed by this contract's provisions regarding Union security, wages and overtime, but no other terms and conditions. There shall be no more than one (1) Temporary Technician for each eight (8) bargaining unit Employees. Any Temporary Technician shall be considered for any open bargaining unit position for which he or she is qualified before outside applicants are considered. Temporary Technicians shall be paid at an hourly rate not less than the rate applicable for Employees in the relevant category with one year of service. If such Technician is not covered by Station benefits such as health insurance, he/she shall receive \$1.50 in addition to otherwise applicable rate.

Section 5.2(a) Benefits differential. Part-time employees who are not eligible for the employer's group medical plan will receive \$200 a month as a benefit. Part-time employees who are eligible and do not elect for coverage by the employer's group medical plan will receive \$200 per month as a benefit. Part-time employees who are eligible and do elect for coverage by the employer's group medical plan will receive \$100 per month as a benefit. Eligible employees will receive benefit payments in arrears based on the previous month's enrollment. Newly hired employees will receive his or her benefit after the second full month of employment (*e.g.*, if the date of hire is in July, the first benefit payment will be made on the first payroll of September). Employees hired in the middle of the month or employees whose employment ends mid-month will not be provided prorated payments. Therefore, no benefit will be provided to those employees.

Part-time Employees shall not be eligible for holiday pay except as expressly noted under Company Policy. Part-time Employees shall also be paid two (2) times their regular straight-time rate for hours worked in excess of sixteen (16) continuous hours, excluding meal times, on a shift.

Section 5.2 (b) Part-time Employees shall be scheduled with a minimum of eight (8) hours between their regular shifts. If their schedule results in less than an eight (8) hour rest period, hours worked within the eight (8) hour rest period shall be paid at the rate of time and one half (1 ½) his/her regular rate except where such hours are scheduled by mutual agreement in which case only the regular rate shall apply.

Section 5.2 (c) In the case that a part-time Employee is not already entitled to the following benefits, any part-time on call Employee who works an average of 40 or more hours in a work week for more than ten (10) consecutive weeks shall be eligible for PTO (Article VI and Appendix

B); holiday pay (Section 4.6(c)), unless he/she is compensated for holidays worked; report pay (Section 4.4); rest period premium (Section 4.5(a)); and shift differential pay (Section 4.7). The provision does not apply to part-time on call Employees who fill in as PTO relief or when a regular Employee is on Paid Time Off (PTO), Sick Leave, Short-Term Disability Leave or FMLA leave.

Section 5.2(d) Cost of living adjustments shall be based on the index of Consumer Prices Indexes, Pacific Cities and US City Averages, specifically the Seattle-Tacoma-Bremerton indexes. Cost of Living Adjustments: In the event the Seattle-Tacoma-Bremerton Consumer Price Index Base has increased year over year during any consecutive years while this contract is in effect in excess of 10% up to 12%, that increase shall trigger a contract opener on the subject of a COLA adjustment.

Section 5.3 Job Qualifications:

Section 5.3(a) Maintenance Engineer - An Employee primarily assigned to general maintenance of electronic and mechanical equipment of the Employer's facilities. He shall be capable of diagnosing electronic and mechanical equipment malfunctions and effecting necessary repairs and adjustments with minimal supervision. Must possess the general trade knowledge and skill levels of an Engineering Technician and, in addition, possess at least two years actual experience as a Maintenance Technician in a commercial broadcast facility.

Section 5.3(b) Engineering Technician - An Employee who is assigned to and capable of, with minimal training setting up and operating electronic and mechanical equipment in the Employer's facilities covered by this Agreement (only Engineering Technicians shall be assigned to the following functions: master control switcher, video control (shader), video tape operator, and studio switcher).

Section 5.3(c) Production Technician - An Employee who is normally assigned and under moderate supervision is capable of setting up and operating most electronic equipment in the Employer's facilities. The operations involved normally include: camera operations, film and slide operations, audio operations, lighting and video tape loading for on-air only playback.

Section 5.3(d) Senior Production Technician - An Employee assigned to Production Technician duties whose overall skills and job performance is recognized as exemplary, or is recognized as possessing outstanding talent and/or skill in a specialized function (could be assigned to video control (shader)).

Section 5.3(e) Studio Helper - An Employee assisting another Employee or Employees in another classification in tasks performed in the studio or remote locations. An example is cable-pulling.

Section 5.3(f) News Film, Tape and File Server Editors - An Employee primarily assigned to the editing of film, tape and on timelines (computer based editing on a timeline) for newscasts. It is understood that Employees in other classifications not covered by this Agreement may be assigned to film, tape and timeline editing.

Section 5.3(g) Ignite Director - An Employee assigned to the operation of automated studio control equipment (currently called Ignite).

Section 5.3(h) Maintenance Assistant - An employee who is normally assigned to general installation and basic diagnostics of electronic and mechanical equipment at the employer's facilities. Some duties include, but are not limited to, standard wiring, cabling, installation of connectors, and computer installation with direction from the Engineering Team.

After 5 years, the Maintenance Assistant moves to the existing Maintenance Technician scale at the rate closest to the employee's current hourly wage (without decreasing). At no time will there be more than 2 employees hired as a Maintenance Assistant.

Both parties agree that an initial evaluation of this role will take place 6 months after the initial appointment is made, and every 6 months thereafter with the understanding that either party may propose to reopen bargaining to discuss the current terms of the Maintenance Assistant position.

Section 5.3(i) The Station may designate a Show Edit Coordinator who shall be a News Editor responsible for oversight and coordination of assignments. Such a designation would apply only to local newscasts for which other persons are not responsible for such oversight and coordination. If such person is unavailable, the Station may designate a replacement who will be paid according to the scale below. There would be no more than one such Coordinator per newscast. An Editor so designated shall receive an extra fee of five dollars (\$5) for each half (1/2) hour newscast, ten dollars (\$10) for each one (1) hour newscast for which he/she acts as Show Edit Coordinator. For special or continuous breaking news extending for more than one (1) hour in duration, the fee shall be an additional three dollars (\$3) per hour for each additional hour so coordinated. A News Editor assigned to perform post-production editing work on documentaries and special projects shall receive an additional three dollars (\$3) per hour for such work.

Section 5.3(j) Management may impose certain qualifications or requirements for specific jobs, provided that, such qualifications or requirements do not violate any terms or conditions of this Agreement. In the event any new qualifications or requirements are imposed on existing Employees, management shall give adequate time and training to those Employees affected.

Section 5.4 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 rate currently recognized by the Internal Revenue Service for tax purposes, plus any parking charges. Employees shall not be required to use their personal vehicles in the Employer's business.

Section 5.5 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/her normal work place, and incurs such expenses which he would not ordinarily incur at his/her regular work place.

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

Section 5.7(a) The Employer shall have the right to designate up to one position per eight (8) regular full-time bargaining unit positions as full-time, unscheduled positions. Employees in such positions shall be drawn from part-time Employees.

Section 5.7(b) Employees in full-time unscheduled positions shall be eligible for benefits accorded full-time Employees, but the following Sections of Article IV of this Agreement are not applicable to such Employees: 4.1; 4.2, except that the Employees will be paid at the overtime rate for time worked in excess of forty (40) hours during a work week of Sunday through Saturday and will be paid two (2) times his/her regular straight-time hourly rate for hours worked in excess of sixteen (16) continuous hours, excluding meal times, on a shift; 4.5(b), except insofar as it refers to scheduling of PTO.

Section 5.7(c) Employees filling full-time, unscheduled positions shall not receive the premium pay paid to part-time Employees. No current full-time Employee, as of the date this Agreement is signed will be reassigned as a permanent unscheduled Employee without that Employee's concurrence.

Section 5.7(d) An Employee designated full-time unscheduled shall be given the first opportunity to accede to regular full-time status providing that, in the judgment of management, he/she is appropriately qualified for and necessary in the job.

Section 5.8 Except for Employees in positions designated as full-time, unscheduled positions, any Employee who is hired to work less than five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour work days shall be designated as a part-time/on-call Employee; no Employee working five (5) consecutive days of eight (8) hours or four (4) consecutive ten (10) hour work days or more may be so designated.

Section 5.9 Job Assignments - Bargaining unit personnel may be assigned to perform any work of the Employer (with no reduction in rate or pay). Equipment vendor's representatives may operate equipment of their manufacture and any necessarily related equipment on the Employer's premises in the course of installation, contract or warranty maintenance and repair, and training. The Employer may secure programs and broadcast materials from any outside source.

ARTICLE VI

TERMINATION - SENIORITY - PROBATIONARY PERIOD

Section 6.1 An Employee may be terminated only for just cause or lack of work. Where skill, performance, work record, and present ability to do the work which remains are relatively equal, length of service shall govern layoffs and rehiring. If layoffs are required, they shall be carried out by Department, using the following six categories: Maintenance Engineers, Engineering Technicians, Master Control Switchers within the Engineering Technician classification, Production Technicians (including studio), News Film, Tape, and File Server Editors, and Ignite Directors. Total Station Seniority/Length of Service as a full-time Employee shall govern and control. The Employer shall be the judge of the competence of the Employees. It is understood, moreover, in any case where 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 or inefficiency, it may be submitted to the Grievance procedure as set

forth in Article III. It is understood and agreed that "just cause" includes, among other things, poor performance, abuse of sick leave and PTO, and excessive absences.

It is further understood that management's right to determine the number of Employees needed pursuant to Section 2.1 of this Agreement constitutes just cause for a termination due to a reduction in force.

Section 6.2 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 or continuous period of illness up to a maximum of six (6) months except for Employees employed full-time for more than ten (10) years at the start of any absence or layoff, in which case the time shall be increased to one (1) year, or because of authorized temporary leave of absence.

Section 6.3 If any provision of this Agreement is in contravention of the laws or regulations of the United States or the State of Washington, or rules and regulations of the Federal Communications Commission, such provision shall be superseded by the appropriate provisions of such law or rule or regulation 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.

Section 6.4 After an Employee has been employed for six (6) months, in 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.

After five (5) years continuous employment, in event an Employee is discharged or laid off he/she shall receive one (1) week pay for each year of service up to a maximum of eight (8) weeks (ten (10) weeks total pay, including severance plus notice pay maximum) pay irrespective of Employer notice of layoff or discharge.

If any bargaining unit member is laid off due to the implementation of automated studio equipment, robotic cameras, similar type equipment, or new technology, the Employee shall be entitled to Enhanced Severance Allowance. Instead of the severance otherwise provided by this Agreement, as Enhanced Severance Allowance, the Employer shall give to the Employee at least four (4) weeks' notice of layoff or termination or four (4) weeks' pay in lieu of notice, or a combination thereof, at the Employer's discretion. In addition to the notice or pay in lieu of notice, the Employee shall be entitled to severance pay equal to one week of pay for each full year of service, up to a maximum of seventeen (17) weeks of pay.

It is understood and agreed that the foregoing notice and/or severance pay shall not apply in cases of resignation or discharge for just cause (unless reversed in arbitration) and/or as a result of dismissal at the request of the Union because of failure of an Employee to comply with Section 1.5 of Article I of this Agreement.

Regular part-time Employees regularly scheduled 29 hours or more per week and with more than two (2) years of service shall receive a pro rata severance based on 2080 hours per year in the event of displacement due to a reduction in force.

Section 6.5 New Employees shall be considered as probationary Employees for the first six-(6) months of employment. In lieu of termination, a probationary Employee's probation may be extended for an additional period not to exceed 6 months.

Probationary Employees may be terminated at any time without such action being subject to Article III, Section 3.1(b) of this Agreement.

Section 6.6 The Employer will make regular evaluations of an Employee's performance. Any Employee terminated or laid off based on such evaluations may challenge the lay off or termination through the Grievance and Arbitration provisions of this Agreement.

ARTICLE VII GENERAL

Section 7.1 Any Employee already receiving more than the minimum wage rate set forth herein for his/her classification shall suffer no reduction as a result of this Agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the Employer. The Employer, at its sole discretion, may pay wages, bonuses, gratuities, and make gifts to Employees over and above the requirements of this Agreement. Over scale wages paid to any Employee shall not be diminished by a contractual wage increase without written notification to the Employee.

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

Section 7.2(b) Employees who may elect to do such work shall receive a special payment of \$25.00 once only at each location or per day per programming event which is away from the Employer's primary facilities.

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

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

Section 7.3 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/she shall request that a qualified second person be in attendance. Any Employee who sees any condition he/she believes is unsafe, should report the condition to Station management.

Section 7.4 SAFETY - No Employee shall be subject to dismissal or disciplinary action for not performing any duty where he/she had a reasonable belief that such duty would be imminently threatening to their life or personal safety. If an Employee is in a situation in which he/she has a

reasonable fear of personal harm, the Employee should remove himself/herself from the situation immediately, then call the assignment desk or his/her supervisor for instructions.

If an Employee has used his/her best efforts and followed proper practices/procedures, he/she will not be disciplined, penalized or docked for equipment lost or damaged due to circumstances beyond his/her control.

Section 7.5 QUARTERLY MEETINGS Engineering management shall meet quarterly with members of the bargaining unit to discuss matters of mutual interest, including quality control, transition to digital operations, new equipment, changes in operations, and similar matters.

Section 7.6 Any and all agreements, written and verbal, previously entered into by the parties hereto are cancelled and superseded by this Agreement. Certain benefits and practices may presently exist which are not specified in this Agreement, and it is understood that their continuation for the term of this Agreement is not required or guaranteed. Unless specifically provided herein to the contrary, any prior or past practices shall not be admissible in arbitration for purposes of interpreting the meaning of any provision of this Agreement. All Side Letters retained or added as a product of this Agreement are preserved.

ARTICLE VIII NON-DISCRIMINATION

There shall be no discrimination in wages, rates of pay, promotions, hours or conditions of work because of race, religion, color, sex, age, disability or national origin.

ARTICLE IX DRUG AND ALCOHOL POLICY

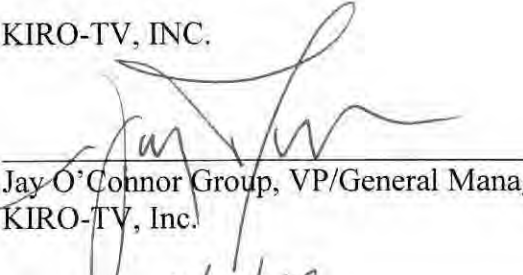
The Station may adopt, implement and enforce the policy on drugs and alcohol.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 46


James Tosh Business Manager
IBEW Local 46

10/4/14
Date

KIRO-TV, INC.


Jay O'Connor Group, VP/General Manager
KIRO-TV, Inc.

10/11/14
Date

SIDE LETTER NO. 1

International Brotherhood
of Electrical Workers
Local Union 46
19802 62nd Ave S.
Kent, Washington 98032

Attention: Ms. Angela Marshall, Business Representative

Re: Television Station KIRO Ladies and Gentlemen,

This is to confirm the following understandings reached relative to the interpretation and application of Article I, Section 1.3 of the Agreement covering your members employed by the above Employer effective upon ratification.

Assignments as to the use, operation and maintenance of electrical, electronic, and/or mechanical equipment shall be made to members of the bargaining unit when such use and operation requires electrical, electronic, and mechanical knowledge and skill; and that where the use and operation of such equipment does not require such technical skills, it may be assigned to employees outside the bargaining unit. Any disputes arising out of whether such electrical, electronic and/or mechanical equipment does or does not require the aforementioned technical skills shall be referred, for resolution, to the grievance procedure as set forth under Article III.

It is further understood and agreed that Article I, Section 1.3, shall not be interpreted so as to eliminate assignment of bargaining unit jobs which involve operation and maintenance of equipment which has been traditionally operated by bargaining unit Employees. Substitutes for and/or a modification of equipment, which has been traditionally operated by bargaining unit Employees shall be subject to the foregoing paragraph.

Examples of the application of the above understandings are:

1. Operation and Use of Character-Generator Equipment

Since graphics generation equipment involves the use of a typewriter keyboard or electronics pallet which manipulates or stores video characters or artwork, and since the skills involved include non-electronic skills related to news and/or programming, such input operation may be assigned to non-bargaining unit personnel. Such non-unit personnel may view equipment used to judge and evaluate the quality of the product before storage, such as video monitors, wave form monitors and vectorscopes.

2. Operation and Use of Electronic Mini-Cameras and Editing Machines for News Gathering and News Production

Since electronic cameras and the related editing-machines when used for news gathering and production would require the skills of news reporters, news cameramen, news writers, and other news department personnel, including news editors, such equipment may be assigned to either (or both) bargaining and non-bargaining unit personnel.

3. Operation and Uses of Mobile News Units Capable of Transmitting Video and Audio Intelligence

Since technical knowledge and skill required of a television electronic technician may not be required at the mobile transmission site, such operations may be performed by either (or both) bargaining unit and non-bargaining unit personnel.

4. Operation and Use of VTR Cartridge Tape Machine Videocassette Machines

A) Since the VTR Cartridge Tape Machine in Master Control is a substitute for and/or a modification of the reel-to-reel tape machine which has traditionally been operated by bargaining unit Employees, it would continue to be operated by bargaining unit Employees.

B) Non-bargaining unit employees may program master control automation units; and non-bargaining unit employees may also screen video tapes and query scheduled events prior to air.

5. Operation and Use of Computer Editing Equipment Production Facility

A) Since bargaining unit Employees have traditionally edited programs and commercials produced in the studio, such editing will be normally assigned to bargaining unit Employees.

B) Since editing of news and special program material has traditionally been performed by both bargaining and non-bargaining unit employees, such editing may be assigned to either (or both) bargaining and non-bargaining unit employees. Such non-bargaining and/or bargaining unit employees may incorporate in the products they edit portions of programs produced in the studio.

6. Operation and Use of Video Switching Equipment in Editing Consoles Vertical interval switching equipment including special effects generators associated with it may be used in pre-production editing consoles employing videocassette recorder/reproducers by non-bargaining unit personnel. While suitable video and waveform monitoring equipment may be included in such consoles, non-bargaining unit personnel may make no adjustments to active video processing equipment (gain and timing of luminance and chroma) nor to relative or system phase in any parameter of the composite or component video signal, nor may they operate such a switcher directly to air.

In-the-field (i.e. away from the studio) switching of two dissimilar sources, that is between a camera and video-recorder from the same truck, or between one mast mounted camera and one hand-held camera, for the coverage of news stories may be performed by non-bargaining unit personnel.

A video switcher installed in the KIRO-TV Television News "Chopper 7" helicopter for the purpose of switching between a mounted camera and a hand-held camera, both inside the helicopter, for the coverage of news stories may be performed by non-bargaining unit employees.

It is understood that time base correctors (such as Sony BVT 800) that require operational control of input gain and vertical phase, and have L.E.D. or other lamp indicators or meters to show correct adjustment, may be adjusted in those parameters by non-bargaining unit personnel.

7. Automated Cameras

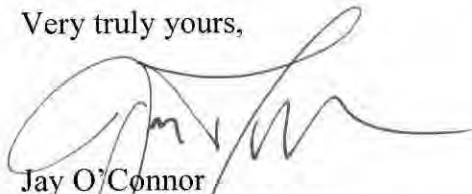
The Employer has, or may, during the contract term install and use automated, or remotely controlled, cameras. It is understood that members of the bargaining unit will control these cameras, including employees that operate the automated studio control equipment as described in Section 5.3 of the Collective Bargaining Agreement.

8. Technical Directors

Management may designate employees who are assigned as technical directors to also perform as directors for productions, including live cut-ins, or segments of five minutes or less, or for breaking news segments, but excluding news casts generally. Employees so designated will be paid five dollars (\$5.00) per hour premium pay during the time they perform both duties to be paid in one-hour increments with a minimum payment of one hour.

Please confirm the above understandings by signing in the space provided below and return two (2) of the four (4) enclosed copies to this office for our files.

Very truly yours,



Jay O'Connor
Group VP/General Manager

CONFIRMED: IBEW Local 46

By 
James Tosh, Business Manager

Date 10/4/16

SIDE LETTER NO. 2

International Brotherhood
of Electrical Workers
Local Union 46
19802 62nd Ave. S.
Kent, Washington 98032

Attention: Ms. Angela Marshall, Business Representative

Re: KIRO-TV Mini-Camera Operations

Ladies and Gentlemen:

This is to confirm the following understanding that in entering into the Agreement by and between the above Employer and your Union, effective upon ratification, it is agreed that the following uses of mini-cameras and related equipment maybe assigned to employees not covered under the aforementioned Agreement:

NEWS

1. Operation of camera and related equipment in the field* for coverage of news to be broadcast in regularly scheduled newscasts.
2. Operation of related editing equipment for timing and sequential preparation of tapes for regularly scheduled newscasts.
3. Operation of camera and related equipment in the field;* selection, timing, editing and sequential preparation of morgue mini-tape for "news reviews," election specials, sports specials and similar programs produced by the News Department.
4. Operation of camera and related equipment in the field,* and editing, timing and sequential preparation of field tapes of sports and weather inserts to be broadcast in regularly scheduled newscasts.

DOCUMENTARIES AND SPECIAL PROJECTS

1. Operation of camera and related equipment in the field,* and editing equipment for timing, audio mixing and sequential preparation of field tapes.
2. Operation of editing equipment for timing, editing and sequential preparation of morgue tapes to be used as integral parts of documentaries or special projects programs.
3. Operation of editing equipment for timing, editing, and sequential preparation of existing field tapes for use as special promotion for news or documentaries.
4. Included in this category of operations is the type of work performed by units of employees assigned to prepare and produce documentaries and special projects, such as the former "PM

Magazine;" AAA World of Travel; Inside Northwest Business; the Home and Garden Show; Sports TV; and similar programs.

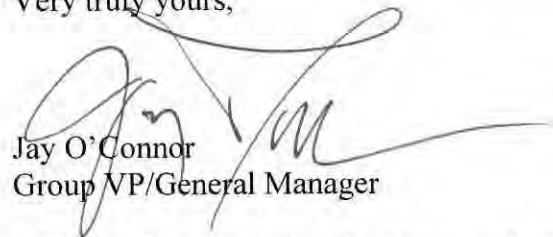
COMMERCIALS

1. Operations of camera and related equipment in the field,* and editing equipment when such initial assignment is not under specific supervisory direction in the field.

The above understandings apply to all news and program material that have been recorded on or transferred to mini-tape and/or successor media storage system for integration (editing, timing and sequential preparation) within stories on a field tape and/or successor media storage system. It is further understood that employees covered by the aforementioned Agreement will not be excluded from the above agreed mini-camera and related editing equipment operation. It is understood that individual talents and skills of said employees are extensive, will be explored, encouraged and used when practical.

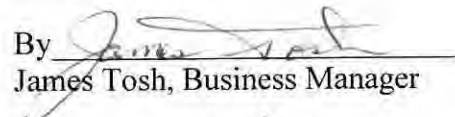
Please confirm the above understandings by signing in the space provided below and return two (2) of the four (4) enclosed copies to this office for our files.

Very truly yours,


Jay O'Connor
Group VP/General Manager

* "In the field" includes the Company's studios or facilities when an interview is conducted with the use of mini-cameras and related equipment.

CONFIRMED:
IBEW Local 46

By 
James Tosh, Business Manager
Date 10/4/16

SIDE LETTER NO. 3

International Brotherhood
of Electrical Workers
Local Union 46
19802 62nd Ave. S.
Kent, Washington 98032

Attention: Ms. Angela Marshall, Business Representative

Re: KIRO-TV - Interpretation of Article IV, 4.8

Ladies and Gentlemen,

This is to confirm the following understandings reached relative to the application of Section 4.8 of the Agreements covering your members employed by the above television station effective upon ratification.

1. Whenever an Employee is eligible to receive overtime pay in accordance with Section 4.2 or is eligible to receive holiday penalty pay for work on a holiday in accordance with Section 4.6(c), and is also eligible to receive the fifty cent (\$.50) or the seventy-five cent (\$.75) premium in accordance with Section 4.7, the premium shall be considered as part of his regular hourly rate of pay for the purpose of determining his applicable overtime rate for such overtime hours worked.
2. Whenever an Employee is eligible to receive overtime pay in accordance with Section 4.2 or is eligible to receive holiday penalty pay for work during a holiday in accordance with Section 4.6(c), and is also eligible to receive the twenty-five dollars (\$25.00) special hazardous payment in accordance with Section 8.2, such twenty-five dollars (\$25.00) hazardous payment shall be paid in addition to overtime pay or holiday penalty pay. It is further understood that other than the specific special exceptions to Section 4.8 as set forth in items 1 and 2 above, all other applications of Section 4.8 shall be in accordance with the specific language of this Section 4.8. It is also understood that the following examples have been agreed as properly exemplifying the applications of Section 4.3 and 4.5 of the Agreement:
3. Whenever an Employee is eligible for the rest period penalty pay in accordance with Section 4.5, any hours worked during the preceding continuous work assignment shall not be considered, irrespective of whether any such hours were paid for at the overtime rate.

EXAMPLE

An Employee's last continuous work assignment ended at 10:00 p.m. The last two (2) hours of such work assignment were paid for at the overtime rate. The Employee was scheduled and reported for work the following day at 6:00 a.m. Under the above circumstances, the Employee shall be credited with rest period penalty during the period 6:00 a.m. to 8:00 a.m.

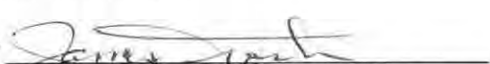
Attached examples of the application of Section 4.3 and 4.5 have been agreed upon as proper interpretation of these sections.

Please confirm the above understandings by signing in the space provided below and return two (2) of the four (4) enclosed copies to this office for our files.

Very truly yours,


Jay O'Connor Group
VP/General Manager

CONFIRMED:
IBEW Local 46

By 
James Tosh, Business Manager

Date 10/4/16

SIDE LETTER NO. 4

International Brotherhood
of Electrical Workers
Local Union 46
19802 62nd Ave. S.
Kent, Washington 98032

Attention: Ms. Angela Marshall, Business Representative

Ladies and Gentlemen,

This is to confirm that in negotiations leading to the Collective Bargaining Agreement between KIRO-TV and Local 46, effective upon ratification, it is agreed that although the Employer reserves the right to make unilateral changes in its medical, hospital, dental life insurance, pension, 401K, disability and travel accident coverage), the Union will be notified of any significant changes in such benefits. This provision does not include the Employer's payment of Christmas remembrance, which may be done at the Employer's option and discretion.

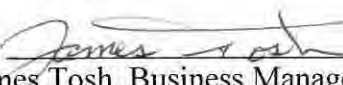
Employees who previously participated in the Employer's prior Sick Leave Policy and who have remaining banks of hours shall keep up to two hundred (200) of those hours which may be used: (1) when the Employee qualifies for Short Term Disability, to compensate the Employee for the first five (5) work days thereby bridging the Employee to Short Term Disability; and/or (2) for sickness that does not qualify for Short Term Disability.

Please confirm the above understandings by signing in the space provided below and return two (2) of the four (4) enclosed copies to this office for our files.

Very truly yours,


Jay O'Connor Group
VP/General Manager

CONFIRMED:
IBEW Local 46

By 
James Tosh, Business Manager

Date 10/4/16

SIDE LETTER NO. 5

International Brotherhood
of Electrical Workers
Local Union 46
19802 62nd Ave. S.
Kent, Washington 98032

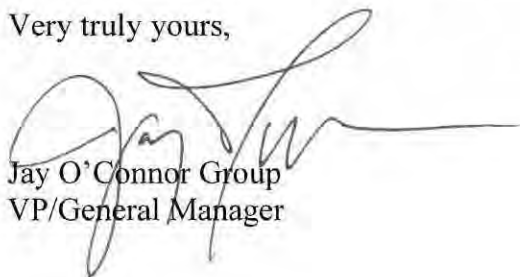
Attention: Ms. Angela Marshall, Business Representative

Re: Television Station KIRO Ladies and Gentlemen,

This is to confirm the following understanding reached relative to the elimination of Section 4.11 and of the reference to the pay classification "Operations Coordinator" in the contract that expired on May 31, 1994. Former Section 4.11: As stated in Section 5.1 of the 1994-1997 Agreement, Master Control Switchers will be paid the same rate as paid to Crew Chiefs. Additionally, Engineering Technicians who, on the date the Agreement is signed, are skilled in the use of video tape operations and regularly and primarily assigned thereto, and who received fifty cents (\$.50) per hour above the Engineering Technician rate pursuant to Section 4.11 of the contract that expired on May 31, 1994, will continue to receive that fifty-cent premium during the term of the Agreement while they are employed in the Engineering Technician classification.

Please confirm the above understandings by signing in the space provided below and return two (2) of the four (4) enclosed copies to this office for our files.

Very truly yours,



Jay O'Connor Group
VP/General Manager

CONFIRMED:
IBEW Local # 46

By 
James Tosh, Business Manager

Date 10/14/14

SIDE LETTER NO. 6

International Brotherhood
of Electrical Workers
Local Union 46
19802 62nd Ave. S.
Kent, Washington 98032

Attention: Ms. Angela Marshall, Business Representative

Re: KIRO-TV Clarification of Intent of New Language

Ladies and Gentlemen,

This is to confirm the following understandings reached between KIRO-TV and IBEW Local Union No. 46 and its Bargaining Unit Committee relative to the intent of certain language originally included in the 2004-2006 Collective Bargaining Agreement as listed below in Item 1.

ITEM 1 - NEW LANGUAGE

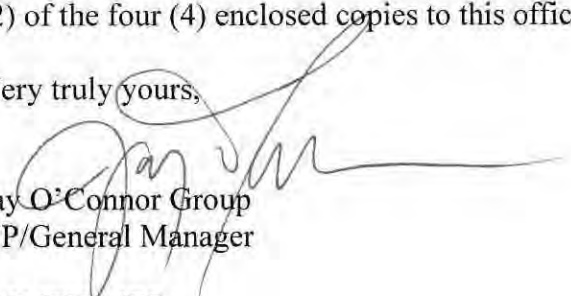
Article I, Section 1.4 which reads: "provided his/her assignments permit such a conference without disruption." This language is not intended as grounds to preclude such a meeting but merely to provide that it be rescheduled at an appropriate time.

Article III, Section 3.1(b): The intent of the new language in Section 3.1(b) is to facilitate resolution of a grievance in the early stages by requiring all pertinent information to be disclosed when the grievance is filed or during subsequent meetings between the parties to discuss the grievance.

The intent of the parties is that evidence known or reasonably expected to be known by the parties should be presented during the resolution process outlined in Section 3.1 (a). The objective is to ensure that both parties have all information necessary to resolve the grievance. However, this does not preclude the presentation of newly discovered or emerging facts or evidence to the Arbitrator, providing the presenting party has promptly informed the other party.

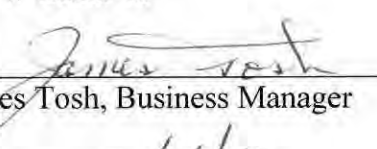
Please confirm the above understandings by signing in the space provided below and return two (2) of the four (4) enclosed copies to this office for our files.

Very truly yours,



Jay O'Connor Group
VP/General Manager

CONFIRMED:
IBEW Local 46

By 
James Tosh, Business Manager

Date 12/4/16

SIDE LETTER NO. 7

International Brotherhood
of Electrical Workers
Local Union 46
19802 62nd Ave. S.
Kent, Washington 98032

Attention: Ms. Angela Marshall, Business Representative

Ladies and Gentlemen,

This is to confirm several interpretive or transitional agreements reached during the negotiations leading to the Collective Bargaining Agreement effective upon ratification.

1. EDITING –The Station agrees that bargaining unit editors are better qualified to edit "packages" (as that term is generally used at KIRO-TV) (but not to exclude photographers and sports employees from editing packages) and to perform more advanced editing operations that require specialized editing skills and expertise beyond utilization of pre-prepared timelines and templates. Non-bargaining unit employees may perform more basic editing work related to their primary job functions and consistent with their own skills and available technology, such as sequencing, teases, bumps, editing elements of opens, closes, voice overs, and voice over to sound. The editing of News, Sales, and Creative Services promotions, commercials, special projects and documentaries may be performed by both bargaining unit and non-bargaining unit employees.

AGREED: IBEW Local 46

By James Tosh
James Tosh, Business Manager
Date 10/14/14

KIRO-TV, Inc.

By Jay O'Connor
Jay O'Connor Group VP/General Manager
Date 10/11/14

APPENDIX A



Holiday Policy

Effective Date: 01/01/2012

Purpose

The Company provides all eligible employees with a specified amount of paid time off ("Holiday Pay") to celebrate holidays, as designated in advance by the Company.

Eligibility

All employees classified by the Company as regular, full-time employees with 30 standard hours or more per week ("Full-Time Employees") are eligible for Holiday Pay.

Regular, part-time employees are eligible for Holiday Pay for hours worked on designated holidays.

Policy Provisions

Holiday Schedule: On or about December 1st of each year, the Company will designate the holidays for the following calendar year for which employees will be eligible for Holiday Pay.

Holiday Pay is paid based on the location's holiday schedule. On designated holidays, the business office of the location will be officially closed except for those employees scheduled to work in order to provide minimum operations. Work schedules needed for minimal operation will be determined by the location management.

Holiday Pay

Holiday Pay will be paid at the basic earnings rate.

Basic earnings – For exempt employees, basic earnings are equivalent to your base salary. For non-exempt employees, basic earnings are equivalent to your base hourly rate of pay. Basic earnings do not include overtime, bonuses, additional compensation, or pay for more than 40 hours a week. For commissioned employees, the Company will continue to pay commissions as earned while away.

For non-exempt employees, hours for which an employee receives Holiday Pay do not apply in the calculation of hours worked for overtime purposes. Other premium pay practices are based on the written policy of the location and subject to federal and state laws.

Exempt employees who are required by management to work on a designated holiday may arrange with their supervisor or manager to take an alternative day off, preferably within 30 days of the holiday on which they were required to work.

Employees who are on an approved leave of absence (whether paid or unpaid), or who are otherwise on inactive status, are not eligible for Holiday Pay.

APPENDIX B
SEATTLE
PAID TIME OFF POLICY
EFFECTIVE DATE: 01/01/2014



Overview

The Company's Paid Time Off ("PTO") policy provides eligible employees with flexibility to use paid time off to meet their personal needs, while recognizing employees' individual responsibility to manage their own paid time off. It is up to the employee to determine when he/she will request to use paid time off. Examples of uses for PTO could include vacation, personal or family illness, caring for children, school activities, appointments, emergencies, religious or other observances, and other personal matters for which the employee wishes to take time off from work. Family member is defined as child, grandparent, parent, parent-in-law or spouse of an employee.

PTO also may be used, as paid safe days, during periods of personal safety reasons related to domestic violence, sexual assault, or stalking, as well as the closure of the workplace or a family or household member's school or care location by a public official to limit health hazards.

Paid Time Off is provided in addition to the Company's holiday, jury duty and bereavement leave policies.

Eligibility

Employees are eligible for PTO benefits under this policy if they perform full-time, part-time, occasional (240 hours per year) or temporary work for the Company within the city limits of Seattle, Washington.

PTO Accrual Schedule

Full-Time Employees

Full-Time Employees accrue PTO based on their years of service with the Company as a Full-Time Employee, and their standard hours, as shown in the tables below.

- Full-Time Employees with 40 or more standard hours per week will accrue PTO in accordance with the following schedule:

Length of Full-Time Service	Amount of PTO Accrual
Year of hire, or year employee is first classified as a Full-Time Employee	12.00 hours per month
1-4 Years	12.00 hours per month (equivalent to 144 hours per year)
5-11 Years	15.33 hours per month (equivalent to 184 hours per year)
12+ years	18.66 hours per month (equivalent to 224 hours per year)

- Full-Time Employees with 30-39 standard hours per week will accrue PTO in accordance with the following schedule:

Length of Full-Time Service	Amount of PTO Accrual
Year of hire, or year employee is first classified as a Full-Time Employee	9.00 hours per month
1-4 Years	9.00 hours per month (equivalent to 108 hours per year)
5-11 Years	11.50 hours per month (equivalent to 138 hours per year)
12+ years	14.00 hours per month (equivalent to 168 hours per year)

Some important information about accrual of PTO for Full-Time Employees:

- Newly hired Full-Time Employees begin to accrue PTO on the 1st day of the month following the month in which they were hired.
- Part-Time or Temporary Employees who are reclassified by the Company as Full-Time Employees begin to accrue PTO at the Full-Time Employee accrual rate on the 1st day of the month following the month in which they are first classified as a Full-Time Employee.
- PTO is advanced on the 1st day of each month, but the PTO is earned on a gradual basis during that month.
- New accrual rates, as shown in the above tables, begin on January 1st of the calendar year in which each service milestone is met.
- PTO is not accrued during an unpaid leave of absence or other unpaid status unless otherwise required by applicable law.

Exceptions to the PTO Accrual Tables in This Policy for Full-Time Employees:

Exception for Certain Full-Time Employees: Full-Time Employees on active status or on an approved leave as of 12/31/2013, will accrue PTO at a rate based on the greater of: (1) the accrual schedule shown in the tables above applicable to the employee, *or* (2) the amount of PTO the employee would have accrued under their location's 2013 PTO policy for the calendar year, plus any approved exceptions. If the latter accrual rate is greater than what the employee would otherwise receive under this policy, then the employee will accrue PTO in accordance with the latter accrual rate, subject to all other provisions of this policy, until they reach a service band in the above tables that would increase their PTO accrual, at which time they will begin accruing PTO in accordance with the applicable table set forth in this policy.

Part-Time and Temporary Employees:

- Part-Time Employees and Temporary Employees will accrue PTO at a rate of 1 hour for every 40 hours worked, regardless of years of service. A maximum of 56 hours of PTO may be used in a calendar year.

Payment of PTO

Eligible employees will receive PTO pay based on their basic earnings.

Basic earnings – For exempt employees, basic earnings are equivalent to your base salary. For non-exempt employees, basic earnings are equivalent to your base hourly rate of pay. Basic earnings do not include overtime, bonuses, additional compensation, or pay for more than 40 hours a week. For commissioned employees, the Company will continue to pay commissions as earned while away.

For non-exempt employees, hours for which an employee receives PTO pay do not apply in the calculation of hours worked for overtime purposes.

Scheduling and Use of PTO

PTO is classified as either scheduled or unscheduled when reporting time.

Scheduled PTO

Employees generally must request and schedule PTO time not less than 10 days in advance, and must obtain approval in advance from the employee's manager, abiding by procedural requirements in accordance with the practice of the employer's location. The Company attempts to grant employees PTO for the time they desire. However, use of PTO cannot interfere with the Company's operations and, therefore, the Company may deny or adjust a request for PTO if such a request will conflict with business needs.

Unscheduled PTO

Unscheduled PTO may be taken for illness, injury, or safety of the employee or a family member. The employee should provide the Company notice as soon as practicable when requesting unscheduled PTO.

Use and Advance of PTO

For newly hired employees, local management may restrict use of PTO in the first 90 days of employment.

Although PTO is accrued throughout the year, the Company may advance PTO to employees, up to their full allotment of PTO for that calendar year. This enables employees to use their PTO before it is accrued. In the event an employee's employment terminates before he/she has accrued all of the PTO time that the Company has advanced to the employee, then payment for PTO advanced but not yet accrued will be deducted from the employee's final paycheck, unless prohibited by applicable law. As a condition of taking PTO before it is accrued, all employees will be required to sign a written acknowledgment of this provision.

Non-exempt employees must report PTO hours in increments of one quarter of an hour. Exempt employees must track and report PTO in increments of either full scheduled work days or half days only.

PTO for Safe Time

PTO also may be used, as paid safe days, during periods of personal safety reasons related to domestic violence, sexual assault, or stalking, as well as the closure of the workplace or a family or household

member's school or care location by a public official to limit health hazards. For purposes of paid safe time, family or household members are defined as spouses, domestic partners, former spouses, former domestic partners, persons who have a child in common regardless of whether they have been married or have lived together at any time, adult persons related by blood or marriage, adult persons who are presently residing together or who have resided together in the past, persons sixteen years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, persons sixteen years of age or older with whom a person sixteen years of age or older has or has had a dating relationship, and persons who have a biological or legal parent-child relationship, including stepparents and stepchildren and grandparents and grandchildren.

If an employee is paid safe time for more than three consecutive days, the Company may require certain documentation from employee or verification from the public agency involved in the request for safe time.

Medical Certification for Sick Time

If an employee uses or plans to use PTO for sick time related to employee or employee's family member for more than three consecutive work days, the Company may require that an employee submit a medical certification from a health care provider supporting the need for the absence. Excessive use of unscheduled PTO hours will be addressed in accordance with the location's attendance policy or practice.

Carry Over of PTO and Payout Upon Termination

The PTO policy is designed to allow employees to take time off during the calendar year in which it is accrued. However, unused, accrued PTO up to a maximum of 56 hours may be carried into the next calendar year, and any PTO accrued but not used in excess of 56 hours in the calendar year, will be forfeited at the end of the calendar year, subject to applicable law. Any carry over hours will not be paid out upon termination of employment, subject to applicable law.

Any exceptions to this policy on carry-over of PTO hours into the following calendar year must be approved by Human Resources and the senior leader of the location.

Upon separation of employment with the Company, employees will be paid for 70% of the unused PTO hours accrued in the current calendar year available as of the termination date, subject to applicable law. The Company will pay PTO upon separation of employment based on the employee's then current basic earnings, as that term is defined in the Company's Short-Term Disability ("STD") policy.

Other PTO Provisions

Any exceptions to this PTO policy must be approved by the senior operating leader of your location, and by Human Resources.

This PTO policy does not apply to employees under any written employment agreement or collective bargaining agreement that otherwise provides for any form of paid time off, unless and to the extent the agreement specifically provides that this PTO policy shall apply.

The City of Seattle Office for Civil Rights ("SOCR") is responsible for enforcing the Seattle Paid Sick and Safe Time Ordinance and for ensuring that you are not retaliated against for using paid sick and safe time. For more information from SOCR, call 206-684-4500 or visit www.seattle.gov/psst.

APPENDIX C



Short-Term Disability Policy Effective Date: 01/01/2012

Short-Term Disability (STD)

Short-term disability pay (STD) is a benefit available to employees who meet the eligibility requirements described below. All employees classified by the Company as regular, full-time employees with 30 standard hours or more per week ("Full-Time Employees") are eligible for STD benefits under this policy. For the purposes of this policy, a disability for which STD benefits are provided is a medical condition resulting from a non-work related injury or illness that prevents you from performing the essential functions of your own occupation for an extended period of time (more than seven consecutive calendar days). This policy covers disability due to pregnancy or childbirth in the same manner as any other temporary disability. The amount of STD pay available under the plan is determined based on length of service as a Full-Time Employee with the Company. STD pay will run concurrently with FMLA and, where permitted, any state medical leave laws and is available on a rolling 12-month basis measured backwards from the date of disability.

Medical Certification

The Company requires that you provide medical certification to support the request for the STD benefit. Failure to provide medical certification as requested by the Company could delay or prohibit payment of STD. In most instances, this certification will be the same documentation provided for an FMLA request.

Benefit

There is a waiting period of 7 consecutive calendar days prior to the start of an employee's STD benefit (generally five working days). Each qualifying STD event will require a new waiting period of 7 consecutive calendar days. An employee must use any unused paid time off ("PTO"), sick pay (for those locations with separate PTO and Sick Leave policies), or any other available time off with pay, for their waiting period. Two or more periods of disability will be treated as one qualifying STD event if they are due to the same or a related cause and are separated by less than 30 days. If an employee returns from a leave for which they receive STD pay, but requires regular follow-up visits to their medical care provider, the employee must use any available PTO, sick pay (for those locations with separate PTO and Sick Leave policies), or any other available time off with pay for those visits. Eligible employees will receive STD pay based on their basic earnings, as defined below.

Basic earnings – For exempt employees, basic earnings are equivalent to your base salary. For non-exempt employees, basic earnings are equivalent to your base hourly rate of pay. Basic earnings do not include overtime, bonuses, additional compensation, or pay for more than 40 hours a week. For employees on a compensation plan which includes commissions, basic earnings are equivalent to average hourly earnings for the past year (calculated based on base salary, if any, plus commissions, and assuming a 40-hour workweek).



Short-Term Disability Policy

Effective Date: 01/01/2012

STD Pay Benefits Schedule

STD pay will apply for only the time the employee's health care provider requires the employee to be out of work, not to exceed the following schedule per rolling 12-month period:

Length of Full-Time Service as of the 1st Day You Become Disabled	Maximum Paid STD in a Rolling 12-month Period
At least 90 days, but less than 1 year, of employment as a Full-Time Employee with the Company	Up to 2 weeks
1 year, but less than 2 years	Up to 6 weeks
2 years, but less than 4 years	Up to 8 weeks
4 years, but less than 6 years	Up to 12 weeks
6 years, but less than 8 years	Up to 16 weeks
8 years, but less than 10 years	Up to 20 weeks
10 years +	Up to 26 weeks

STD payments will be limited to a maximum number of weeks per rolling 12-month period as provided in the above schedule. The amount of the STD pay benefit will be based on the employee's length of service as a Full-Time Employee as of the first day of each leave. The STD pay benefit for a recurrence of the same or related illness or injury within the same rolling 12-month period, including any recurrences, will be based on the employee's length of service as a Full-Time Employee as of the first day of the original qualifying STD event.

If the state has a paid disability program, an employee must apply for state disability benefits before receipt of any STD pay benefit. If an employee receives pay pursuant to a state disability program, the amount of STD benefit that the Company pays would be the difference between what the state pays and the employee's basic earnings as defined above. In such cases, STD will be paid only after the Company receives documentation of the amount the state will pay the employee.

STD is not paid for disabilities relating to work-related injuries or illnesses, self-inflicted injuries, injuries relating to the commission or attempt to commit a criminal act, an act of war, driving while intoxicated, insurrection, rebellion, or taking part in riot or civil commotion.

If you are unable to return to work after exhausting your STD benefits, you may be eligible for benefits under the Company's Long-Term Disability Plan. Please see Human Resources for more information.