

**COLLECTIVE BARGAINING AGREEMENT BETWEEN**

**KGW-TV**

**AND**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,**  
**LOCAL 48**

**NOVEMBER 14, 2022 THROUGH NOVEMBER 13, 2025**

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## **AGREEMENT**

This Agreement, made by and between KGW-TV, hereinafter referred to as the “Company” and Local Union No. 48 of the *International Brotherhood of Electrical Workers*, hereinafter referred to as the “Union”.

Whenever this Agreement makes reference to an employee of either gender, it shall be presumed to be equally applicable to the other gender.

### **ARTICLE I**

#### *Duration*

1.1 This Agreement shall take effect on November 14, 2022, and remain in effect through November 13, 2025. It shall continue in effect from year to year thereafter from the through the of each succeeding year, unless changed or terminated in the way later provided herein.

1.2 Either party desiring to change or terminate this Agreement must notify the other, in writing, at least sixty (60) days prior to November 13, 2025 or sixty days prior to of any subsequent year, hereinafter referred to as “the anniversary date.” However, changes may be made at any time by mutual consent.

1.3 In the event that either party has given notice of a desire to change this Agreement pursuant to Section 1.2 above, and negotiations thereon have not resulted in an Agreement by the anniversary date to renew, modify or extend this Agreement, either party may serve upon the other a ten (10) day written notice terminating this Agreement; the terms and provisions of this Agreement shall continue in full force and effect until the expiration of said ten (10) day period.

Any change in, amendment of, or supplemental understanding to this Agreement shall be reduced to writing and signed by both parties hereto the same as this Agreement.

### **ARTICLE II**

#### *Recognition of Bargaining Unit*

The Company hereby recognizes the Union as the exclusive bargaining representative of all technicians and engineers employed in the television engineering department of KGW-TV, Portland, Oregon, as certified by the National Labor Relations Board in case number 36-RC-4277, excluding all other employees, guards, supervisors and professional employees as defined in the Labor Management Relations Act.

### **ARTICLE III**

#### *Union Security and Checkoff*

3.1 As a condition of employment, all employees covered by this Agreement shall, thirty (30) days after the date of execution of this Agreement, (or in the case of new employees, thirty (30) days after the date of hiring), become members of the Union and remain members in good standing in the Union during the term of this Agreement; provided, however, that nothing herein contained shall require the Company to discharge or otherwise discriminate against any employee who has been denied membership or who has had his or her membership terminated for any reason other than the failure of the employee to tender periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining

membership. The Company will, within five (5) working days after receipt of written notice from the Union that any employee is not in good standing in the Union, required by the preceding sentence, discharge such employee.

3.2 The Employer agrees to conduct a dues checkoff payroll deduction from such employees as state their desire in writing to the Employer upon a form to be agreed upon between the parties; such payroll deductions shall be withheld on a regular basis and remitted to the Union periodically as agreed to between both parties.

3.3 The Union shall be provided written notice upon employment of any temporary employee, such notice to include the then-projected period of employment. In the event an employee's status is changed from temporary to regular, the Union will be promptly notified thereof.

#### **ARTICLE IV**

##### *No Strike or Lockout*

4.1 The Union agrees for and on behalf of itself and its members that during the life of this Agreement there shall be no strike, slowdown, refusal to work or other form of work stoppage or interference with work or any subterfuge thereof. Any such conduct shall be deemed a violation of this Agreement and any individual employee or group of employees engaging in such conduct shall be subject to immediate dismissal or lesser discipline under the provisions of this section; the sole issue or grievance and/or arbitration shall be the question of whether the employee did in fact participate in any such violation of the Agreement.

4.2 The Company agrees on behalf of itself, its officers and agents, that there shall be no lockout during the term of this Agreement. An alleged violation of this paragraph shall be subject to the provisions of Article V.

#### **ARTICLE V**

##### *Grievances and Arbitration Procedure*

5.1 Any complaint, dispute or questions as to the interpretation or application of any provision of this Agreement must be made in writing by the shop steward to the department head within fourteen (14) calendar days from the date upon which the question arose, or the date on which it should reasonably have been known that a question existed unless such time shall be extended by mutual agreement.

5.2 The Company or department head shall reply to the shop steward in writing within fourteen (14) calendar days from the date upon which the grievance was received. If the Company reply does not settle the issue, the aggrieved employee shall have the right to refer the matter to a Joint Conference Committee consisting of the General Manager or his designee and the Business Manager of the Union or his designee, provided that such reference shall be in writing and must be presented to the Company within fourteen (14) calendar days from the receipt of the Company's reply.

5.3 Should the matter not be adjusted by mutual agreement reduced to writing within fifteen (15) days after the matter has been brought before the Joint Committee, either party shall have the option to move the dispute into arbitration. In order to submit the dispute to arbitration, written notice must be served upon the other party within fifteen (15) calendar days from the date upon which the Joint Conference Committee first met on the grievance. Within three (3) working days after said written

notice, the requesting party shall request a panel of nine (9) arbitrators from the Federal Mediation and Conciliation Service (“FMCS”). Upon receipt of the panel of nine (9) arbitrators, each party may disqualify an equal number and the member of the panel remaining shall be the arbitrator.

5.4 Any of the time limits contained in this Article may be extended by mutual agreement, provided that such agreement is in writing and clearly specifies the intent to extend such time limit and the specific date to which the time limit has been extended.

5.5 The arbitrator shall have neither authority nor power to add to, detract from, amend or modify this Agreement, but shall be limited to determining whether any specific Article hereof has been violated and, if so, the appropriate remedy therefor.

5.6 Each party shall bear the expense of its own representative and its own costs and expenses incurred in connection with such arbitration. The cost of the services of the arbitrator shall be divided equally between the parties.

## **ARTICLE VI**

### *Probationary Employees*

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 advance notice during such period of probationary employment. Prior to the expiration of an employee’s six months probationary period, the Company may request an extension of the probationary period. If such an extension is agreed upon between the Union and the Company, the agreement shall be confirmed in writing and shall specify the length of the agreed-upon extension. After such period of probation, employment shall be deemed on a regular basis as of the employee’s day of hire and such employee shall enjoy all the rights and privileges of other regular employees as provided in this Agreement. Dismissal of probationary employees, including those whose probation is extended under this provision, shall not be a matter subject to the provisions of Article V.

## **ARTICLE VII**

### *Inspection*

Duly authorized representatives of the Union may have access to the Company’s premises as long as no interference to working routine is caused. The representatives will notify the Company when access to the equipment at points of operation is desired to avoid unqualified persons gaining access under false pretenses.

## **ARTICLE VIII**

### *Part-Time Employees*

8.1 An employee hired on other than a temporary basis shall be deemed a regular employee after completion of the probationary period. Full-time employees, and part-time employees working more than 30 hours per week, shall be entitled to all benefits of this contract from date of hire unless otherwise specified in this Agreement, except that part-time employees shall not be covered by Section 9.5, by Article XXII, Section 17.3, 17.4, 17.5, 24.2.

8.2 Part-time, temporary, and Daily Hire employees may be scheduled for two (2) hour shifts, provided that: a) no individual shall be scheduled for more than two (2) such shifts on a given work day, and b) if an employee who is scheduled for a two (2) hour shift is called back to work on the same day, the employee shall receive a minimum of four (4) hours straight-time pay for the call-back.

8.3 A part-time employee shall not work in excess of forty (40) hours when there is a qualified, regular full-time employee available, unless the part-time employee is filling in for a full-time employee. Any part-time employee who works for seven consecutive days shall receive overtime at the rate of time and one-half for any hours worked on the seventh consecutive day worked in any work week and on further consecutive days until the employee receives a full day off. An employee is permitted to voluntarily waive the provisions of this section.

8.4 Use of a regular part-time employee shall not result in the reduction of straight-time work hours or a layoff of a regular full-time employee, unless the workload has diminished to a level that a full-time employee is no longer needed to perform the work.

8.5 Temporary employees are those hired to replace an employee on leave of absence or for specific projects of no longer than eighteen (18) months. All sections of the Agreement except Articles IX, X, XI, and XXIV, and Sections 17.3, 17.4, 17.5, 22.1, 22.2 and 22.3 shall apply to temporary employees.

8.6 Part-time employees who become regular full-time employees shall be subject to a probationary period of one hundred twenty (120) days from date of transfer to full-time status. Dismissal of such probationary employees shall not be subject to Article V.

8.7 The Company may retain Non-Regular Part-Time (Daily Hire) employees to be used to cover PTO relief and training relief. Daily Hire employees do not have a regular shift. Daily Hire employees will be paid at a rate ten percent (10%) above the thereafter rate, in lieu of benefits, for the classification into which they are scheduled to work. All sections of this Agreement except Articles IX, X, XI and XXIV and Sections 17.3, 17.4, 17.5, 22.1, 22.2, and 22.3 shall apply to Daily Hire employees. Employees who formerly worked for KGW-TV in an engineering position will automatically be placed in this category of Daily Hire employees when scheduled to work. A Daily Hire employee shall not work more than 750 hours per year without the written consent of the Union.

## **ARTICLE IX**

### *Seniority*

9.1 Seniority within the classification in which he works, as used herein is designated as the right accruing to a regular employee through length of service which entitles him or her to certain preferences provided for in this Agreement. Merit and ability being equal, the Company agrees to practice the principles of seniority in the administration of this Agreement. Seniority for compensation and layoffs shall not carry over on inter-classification transfers. However, the employee shall not lose the accrued seniority in the classification from which he transferred. Seniority shall apply to both regular part-time employees and full-time employees, with seniority for regular part-time employees pro-rated based on actual hours worked. For employees who are regularly scheduled to work in two classifications, the employee shall, at the start of the dual classification work, choose one classification to which all hours shall apply for seniority purposes.

9.2 Layoffs to reduce the staff of regular employees in the classification in which they work shall be in inverse order of seniority as defined in 9.1 above. In case of layoffs to reduce the staff, an employee shall receive two (2) weeks written notice prior to such layoff, or in lieu of notice, at the discretion of the Company, two (2) weeks' pay, and in any event shall be entitled to a service letter form the Company if requested. Additionally, employees with more than two years of service shall receive an additional weeks of pay for every year of service beyond two years to a maximum of twelve (12) weeks total.

9.3 In re-employment situations, the Company shall re-employ any employee laid off to reduce the staff, in order of seniority within the classification in which the employee worked. An employee must have more than six months service credit for re-employment. The Company shall notify the employee by registered mail at the address furnished by him and he shall lose all rights to re-employment if he does not notify the Company within forty-eight (48) hours and return within two (2) weeks of receiving such notification, or within such additional time as may be granted for just cause by the Company. Employees re-employed pursuant to the provisions of this Article shall be paid a salary commensurate with the length of service at the time of layoff. An employee shall lose all seniority if not re-employed within one (1) year of the date of his last layoff.

9.4 Any regular employee deciding to voluntarily leave the employ of the Company shall give the Company two (2) weeks prior written notice before leaving. Upon receiving such notice the Company shall at its discretion either allow the employee to work out his notice or shall pay the employee two (2) weeks' pay in lieu thereof. The Company shall grant the employee a service letter on the effective date of his resignation, if requested.

9.5 Classifications for seniority purpose shall be Director, Maintenance Technician, and Broadcast Operator.

The following job descriptions are application to each listed classification:

Director - Qualified to perform and regularly scheduled as a director of live programming.

Maintenance Technician - Qualified and regularly scheduled to perform maintenance and repair of all broadcast equipment both on line and at the bench, including system design and installation.

Broadcast Operator - Qualified to perform and regularly scheduled as audio operator, control room engineer, or satellite news gathering vehicle operator. Also qualified to perform and may be scheduled as character generator operator, videotape operator/dubber, and camera operator and to obtain video content. Employees will receive adequate training in obtaining video content.

These job descriptions are general guidelines only, and any bargaining unit member, or others, may be assigned work of any unit classification for which he/she has been trained. An employee's pay shall not be reduced when temporarily performing work of a lower paid classification. This paragraph shall not be used to avoid promoting employees; therefore, if an employee is consistently spending a substantial part of his/her day performing the work of a higher classification, the employee shall be promoted to that classification.

## **ARTICLE X**

### *Disability/Jury Duty*

10.1 Any employee entitled to or claiming compensation or benefits for disability under State Industrial Insurance of the Company's liability insurance policies shall have the payments received under such insurance deducted from his payment due him under this Section.



10.2 Regular full-time employees summoned for jury duty or witness service are granted time off with pay for the difference between fees received for such duty or service and the employee's regular pay for the period involved. Procedurally, this is handled by the employee turning in all fees received for such service to the payroll department, other than travel allowances. The employee in turn receives his paycheck for the normal straight-time hours for the period involved.

**ARTICLE XI**  
*Discharges*

11.1 The Company shall have the right to discharge any employee, without notice, for just cause such as, but not limited to, incompetence, as determined by the Company, dishonesty, intoxication on duty, insubordination, or deliberate and aggravated misconduct. The Company shall tender all wages, compensation for accrued paid time off and other compensation due to discharged employees by their last working day.

11.2 The Union may investigate any discharge except discharges of probationary employees as provided for in Article V hereof, and upon written request from the Union served upon the Company within five (5) working days from the date of such discharge, the Company shall state in writing to the Union the reason or reasons for such discharge. The Company's answer to such request shall be served upon the Union not less than five (5) working days after receipt of such request. The Union may move the matter to arbitration by serving written notice to the Company of its desire to do so within not more than five (5) working days from the date on which the Union has received the Company's statement or reasons for discharge. In the event the Union moves a discharge matter to arbitration, the parties shall within five (5) working days of the Union's request for arbitration proceed to the selection of an arbitrator in accordance with the provision of Section 5.3 hereinabove. In the event the arbitrator determines that the employee was improperly discharged, he shall make such decision on reinstatement and pay, as he deems equitable. Any sums received as unemployment compensation shall be offset against any back pay awarded such employee.

**ARTICLE XII**  
*Management Rights*

The provisions of this Agreement, except as herein expressly set forth and provided, are not intended and shall not be understood or construed so as to infringe upon, interfere with, or limit the exercise by the Company of the normal functions and rights of ownership and management; nor shall anything contained herein be construed as giving to the Union any voice or authority with respect to the conduct, operation and management of the business property or affairs of the Company, and it is expressly agreed that the Company has the sole right and responsibility to make and enforce such rules and regulations relating to the operation and maintenance, operation and protection of the station and equipment, and to the safety of employees, and to the performance by employees of the work and duties of their employment as shall not be inconsistent with any express limitations on such rights set forth in this Agreement.

**ARTICLE XIII**  
*Manning*

Nothing in this Agreement shall be construed to obligate the Company to employ employees when there is no work to be performed and the Company shall at all times be the sole judge of the number of employees to be employed or retained in employment.

**ARTICLE XIV**  
*Working Conditions*

14.1 The Company shall provide the tools, equipment, material, and workplace for the work to be done.

14.2 The personal safety and health of each employee of this Company is of primary importance. The prevention of occupationally-induced injuries and illness is of such consequence that it will be given precedence over operating productivity wherever necessary. The Company will maintain a comprehensive safety and health program. Employees are strongly encouraged to inform supervisors of any conditions which present a safety hazard.

**ARTICLE XV**  
*Nondiscrimination*

All the provisions of this Agreement, including provision 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 Company against any employee or job applicant because of race, religion, color, sex, age, disability or national origin.

**ARTICLE XVI**  
*Wages*

16.1 Wages shall be paid in full not less than twice monthly and the minimum rates of pay per hour shall be as follows:

		11/14/2022	11/14/2023	11/14/2024
Directors	0-12 Months	29.21	29.80	30.39
	13-24 Months	30.66	31.27	31.90
	25-36 Months	32.21	32.86	33.51
	37-48 Months	33.81	34.49	35.18
	49-60 Months	34.97	35.66	36.38
	Thereafter	37.56	38.31	39.07
Maint Tech	0-12 Months	24.58	25.07	25.58
	13-24 Months	25.82	26.33	26.86
	25-36 Months	27.09	27.63	28.19
	37-48 Months	28.46	29.03	29.61
	49-60 Months	31.59	32.22	32.87
	Thereafter	36.41	37.14	37.89

The parties recognize that the above wage scales are lower than the scales present in the prior Agreement. For those employees who are employed as of October 24, 2011, the following principles shall apply:

1. The base pay for Directors employed as of 10/24/11 shall be as follows:

Directors:	39.64	40.43	41.24
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2. All incumbents in non-Director positions shall maintain their current rate of pay for the life of this Agreement, unless the employee changes positions. The Thereafter rates for those employed as of October 24, 2011, are:

Maintenance Engineers:	37.92	38.68	39.46
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If an employee is below the Thereafter rate but on a step higher than that associated with his/her months of service, the employee shall also be moved up a step every twelve months on the old scale.

All dates in Section 16.1 shall mean the start of the first payroll period on or after the stated date.

16.2 If the Company determines that an employee at the 4<sup>th</sup> step or higher (of either Maintenance Technician or Broadcast Operator) cannot satisfactorily perform all the requirements of the position, it shall notify the employee, and shall not advance the employee further on the wage progression. If the employee disagrees, the Company and the Union steward shall resolve the disagreement. If they are unable to resolve the disagreement, the matter may be submitted to the grievance procedure to determine whether the employee can satisfactorily perform all the requirements of the position. An employee who has not been advanced under this procedure may request a review of his/her performance and skills every six months.

16.3 If an employee is called upon to work all of the hours between midnight and 5:00 am, the employee shall receive a differential of \$1.25 per hour for all straight-time hours worked during his or her entire shift.

16.4 Broadcast operators assigned to a) switch a live event broadcast involving two or more breaks and b) assigned to switch the live network nightly news program which includes one break, shall be entitled to \$3 per hour for actual hours worked under 16.4.

16.5 The pay rates set forth in this Article ensure minimum benefits only, and nothing herein shall prevent the Company from improving the wages or other benefits to the employees, or from reducing the wages to the minimums.

**ARTICLE XVII**  
*Overtime and Wages*

17.1 Time and one-half (1.5 times regular hourly rate) for hours worked in excess of eight (8) consecutive hours, exclusive of meal period, in any work day.

17.2 Time and one-half for all hours worked in excess of forty (40) hours in any one work week. Additionally, except in the case of emergency, employees that actually work seven consecutive shifts, shall receive an additional \$75 fee for work on the seventh day.

17.3 Time and one-half for work performed on an employee's regular and established days off, and in no event shall an employee receive less than four (4) hours' pay at the rate of time and one-half for such work.

17.4 Time and one-half for work performed when recalled for duty on the same day after the completion of a day's scheduled assignment and after leaving the place of employment. In computing the time so worked, he shall receive overtime pay from the start until completion of the additional assignment, and in no event shall he receive less than four (4) hours straight-time pay, unless the call-back is for unscheduled PTO relief, whereupon the employee shall receive no less than two (2) hours straight-time pay.

17.5 Time and one-half for work performed which reduces the twelve (12) hour rest period provided for in Section 22.2.

17.6 Employees working between 6:00 p.m. and midnight on December 24 will be paid double time for all such hours worked.

17.7 Time for which overtime or premium compensation shall be paid under any of the foregoing provisions (other than Section 16.3) shall not be counted as time worked for the purpose of computing overtime or premium compensation under any other of said provisions, or any applicable rule or regulation, it being intended and agreed that overtime or premium compensation shall not be duplicated or pyramided for the same time worked or credited.

17.8 The premium provisions contained in this Article XVII shall not apply where a shift is scheduled or changed for the convenience of the employee.

17.9 Employees shall work on all holidays if directed unless such holiday shall be their regular days off.

17.10 The Company may, but is not required to, assign an employee to be on standby, and shall do so by designating standby assignments on the schedule. When an employee is assigned to standby on his or her scheduled day off, the employee shall be paid \$30 for the 24-hour period or \$40 for each 24-hour period of standby on Saturday or Sunday. This pay shall be in addition to any pay they received as a result of being called in to work. When a standby employee is called into work, the employee shall receive a minimum of four (4) hours of straight time pay, unless the call is for an emergency (as defined in Section 22.2) or for unscheduled PTO, whereupon the employee shall receive no less than two (2) hours straight time pay. The Company may continue to call in other employees not placed on standby as operational conditions require.

## **ARTICLE XVIII**

### *Meal Period*

Only one meal period of a half hour, unless an employee and the Company mutually agree to a longer period, may be taken within the employee's eight-hour work day within the period of 3 to 5 hours from the beginning of the assigned work day. The Company is under no obligation to provide relief for an employee for lunch if the nature of the work allows an employee to eat at their workstation such as master control.

## **ARTICLE XIX**

### *Expenses*

The Company agrees to reimburse each employee for authorized actual incidental expenses incurred in connection with assigned duties within the City of Portland. If assigned to duty out of town, incidental expenses shall include transportation, meals and hotels, such expenses to receive advance authorization of the Company. Meals and hotel expense shall apply only if assigned duties necessitate an overnight stay out of town. In the event the employee is prevented from returning to the city within two (2) hours beyond the end of his regular work shift, he shall receive reimbursement for reasonable dinner cost to be eaten on employee's time.

If an employee is on assignment outside of Portland, and if at the conclusion of the employee's work assignment it reasonably appears that by the time the employee has driven to Portland the employee's total number of hours (including driving time to location and back to Portland) will exceed 15 hours, the employee will be permitted to stay over and return the next day. Under those circumstances, the Company will pay the employee's motel and breakfast expense in accordance with the above. The time spent driving home will be considered as work time and paid as such. The time between the employee's completion of work the night before and the commencement of the employee's driving time the next day will not be considered in determining the application of the turnaround rules nor shall call-in provision of the contract be applicable. This policy will not necessarily apply in situations in which the employee uses public transportation.

All Expense Reports shall be submitted by employees within ten (10) days of the completion of the activity causing the expenses.

## **ARTICLE XX**

### *Automobile Allowance*

Reimbursement for the use of the employee's automobile, when used in the Company's business, shall be at the mileage reimbursement rate currently approved by the Company, with a minimum allowance of five dollars (\$5.00) for each assignment. It is expressly understood, however, that this allowance is not applicable to transportation to and from regular work. No employee shall be required to use his own car unless he consents thereto.

## **ARTICLE XXI**

### *Out of Town Assignments*

Employees assigned to out-of-town assignments (except fixed transmitter locations) of more than twenty-four (24) hours elapsed time shall be guaranteed at least eight (8) hours pay in each twenty-four (24) hour period.

## **ARTICLE XXII**

### *Work Day and Work Week*

22.1 Five (5) consecutive days, forty (40) hours, shall constitute a regular work week. Eight (8) consecutive hours as assigned shall constitute a regular work day. Employees may be required to render services beyond the limitations specified in this Article subject to the payment of overtime as herein provided. For payroll purposes only, the work week shall be established by the Company.

22.2 Except in the case of emergency, employees shall not be required to work more than five (5) consecutive regular work days without being given two (2) consecutive days off, or compensated for work thereon in the work week (e.g., sixth and seventh shifts) at the overtime rate as provided in Article XVII. Also, consistent with Section 17.8, employees shall not receive shift/schedule change premium pay or reduced rest period premium pay when the shift/schedule change or reduced rest period is caused by the employee. As used herein the term “emergency” shall mean a national, state, or local emergency, a disaster, a broadcast urgently needed in the public interest as distinguished from routine special events broadcasts. The two (2) consecutive days off shall be preceded by the regular twelve (12) hour rest period and shall consist of not less than sixty (60) consecutive hours which shall commence with the end of the employee’s last regularly scheduled straight-time shift. Such days off shall be established and granted with regularity and shall not be changed on less than one week posted notice, except in case of emergency. The above requirement for a rest period of sixty (60) hours may be reduced to fifty-two (52) hours at the mutual consent of the employee(s) affected and the Company.

22.3 The Company may assign full-time employees to four, ten-hour days on a regular basis and/or part-time employees to ten-hour days. When assigning employees to ten-hour days, the Company shall solicit volunteers from among the employees qualified for the assignment and within the appropriate classification. If insufficient volunteers are obtained, the Company shall assign by inverse seniority from among the employees qualified for the assignment and within the appropriate classification. For such ten-hour 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 ten-hour 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 for full-time employees 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 (1-½) times the regular rate. For administrative purposes the units of time relating to paid time off will be treated as hourly equivalents when dealing with ten-hour employees. When assigning part-time employees to ten-hour days, all scheduled shifts of that employee within the same week shall be ten-hours, and such assignment shall not directly cause the layoff of a part-time employee.

22.4 Employees shall be allowed a twelve (12) hour rest period which shall commence with the end of the employee's last regularly scheduled straight-time shift, except when the rest period is reduced by local, state or federal law.

**ARTICLE XXIII**  
*Operational Emergencies*

The provisions of Article XVII and Article XXII of this Agreement shall not limit the right of the Company to call in such employees as may be needed to meet operational emergencies arising out of sudden illness, equipment breakdowns or other unexpected circumstances which, without the fault of the Company, interrupt or threaten to interrupt the Company's operation. Any employees called to work because of such operational emergencies shall be paid time and one-half for all hours actually worked, but in no event shall an employee receive less than four (4) hours pay at the time and one-half rate, unless recalled for duty on the on the same broadcast day and after leaving the place of employment, in which case he shall receive pay not less than the equivalent of four (4) hours pay at his regular straight-time rate.

**ARTICLE XXIV**  
*Posted Work Schedules and Assignment of Work*

24.1 A schedule of regular work assignments shall be made up and posted one week in advance. If changes in such schedule are required because of an emergency as described herein, then the employee shall be personally notified. If the Company fails to post a schedule one week in advance, and the posted schedule results in changing an employee's days off, that employee will be compensated at time and one-half for hours worked on the formerly scheduled days off.

24.2 Management shall assign shifts and job assignments. Management will take into consideration employee seniority and qualifications prior to scheduling.

24.3 The parties recognize that changing technology has made it more difficult to determine jurisdictional and assignment boundaries, and that all units and employees need to show flexibility in responding to the changing workplace.

24.4 A. (i) The Employer continues to recognize the Union as the sole and exclusive bargaining agent for all Broadcast TV Directors, Maintenance Technicians and Broadcast Operators as defined in this Agreement, now or hereafter employed by the Employer, its successors or assigns, during the term of this Agreement. Currently the job titles Directors, Maintenance Technicians and Broadcast Operators are exclusively bargaining unit positions. This Section does not create new positions within the bargaining unit.

(ii) Article XXIV permits the assignment of work within the jurisdiction of the Union to employees 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).

B. 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 non-exclusive in nature and that

any work within the jurisdiction of the Union may be assigned to employees outside the bargaining unit and non-employees. Employees represented by other labor organizations will not perform work in IBEW Local 48's jurisdiction beyond the allowances made in a prior collective bargaining agreement (2011-2014) unless and until commensurate non-exclusive jurisdiction is in place.

C. Management may assign bargaining unit employees to tasks or functions not covered in this Agreement. However, such tasks or functions must be consistent with the broadcast industry. Directors, Maintenance Technicians and Broadcast Operators will not be asked to do work for which they have no functional knowledge or for which they have not received proper training. It is understood and agreed that the Station has no obligation to make any such assignments, and if such assignments are made, that will not extend the jurisdiction of the Union to that work. Bargaining unit employees will be paid the appropriate IBEW Local 48 wage rate regardless of the task or function to which those employees are assigned.

D. 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 Local 48 regular full-time bargaining unit as a result of the non-exclusive jurisdiction allowed by Article 24 (temporary and part-time employees are not included in this protection), (iii) 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 (iv) that it will not engage in a course of conduct designed to avoid or evade the terms of the Agreement.

E. The parties agree 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.

F. 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.

G. In the event there is any conflict with regard to the assignment of work between this Article 24 and any other terms of the Agreement, Side Letters or past practice, Article 24 shall be controlling.

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

- i. When a person is hired, the Company will place them in the IBEW Local 48 bargaining unit if the person is hired into a position similar to those of the traditional IBEW Local 48 bargaining unit (Director, Maintenance Technician, or Broadcast Operator).
- ii. The Company will make this determination based upon whether the person is primarily engaged in work that was traditionally exclusive to IBEW Local 48's jurisdiction.
- iii. If either the Company or IBEW Local 48 believe that a person is misclassified, they may challenge the classification at the following times: (i) within one hundred and eighty (180) days of the hire date of a disputed person, or (ii) within sixty (60) days prior to any six-month anniversary date of this Agreement. A party wishing to challenge a unit classification shall:



1. Give timely notice to the other that they believe it is appropriate to change the bargaining unit status of one or more individuals;
  2. On such notice, the parties shall meet within sixty (60) days to discuss and agree on a resolution; and
  3. If a resolution is not agreed on, then either party may grieve the matter and proceed directly to binding arbitration.
- iv. In resolving disputes under this Section, whether informally or in arbitration, the parties agree that the nature and scope of the individual's work over a representational period of at least the preceding three (3) months shall be the appropriate inquiry, and that, in addition to the considerations identified above, the following factors will be indicative of proper placement within the IBEW Local 48 bargaining unit:
1. Whether the individual's primary responsibilities include directing for air,
  2. Whether the individual is primarily engaged in certain maintenance work that had been historically exclusive to IBEW Local 48, and
  3. Whether the individual is primarily engaged in certain work that had been exclusive to Broadcast Operator.

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

J. If the Company or IBEW Local 48 is urging a change to bargaining unit status that would have an impact on another labor organization within the Station with language in their collective bargaining agreement that allows for a similar alternative dispute and arbitration procedure to resolve similar issues, notice of the dispute under this Agreement shall be given to that other labor organization and it shall be afforded the opportunity to participate in the proceedings. Should IBEW Local 48 receive notice of such a dispute from another labor organization within the Station with language in their collective bargaining agreement that allows for 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 provided the same opportunity to participate in that proceeding.

**ARTICLE XXV**  
*Paid Time Off (“PTO”)*

25.1 The Employer shall include full-time bargaining unit and eligible part-time (working 30 hours or more) employees in the paid time off benefits to include all forms of time off from work with pay, such as vacation, personal days, sick days (which vacation, personal and sick days have been replaced effective January 1, 2019 by the company PTO Policy) holidays, bereavement, Short Term Disability Plan, and Long Term Disability Plan adopted from time to time by the Employer on the same basis and to the same extent as they apply to the Employer’s unrepresented employees, without the necessity of bargaining. To the extent the Employer makes changes to those benefits for non-represented employees, those changes shall apply to bargaining unit employees on exactly the same basis and at exactly the same times as for non-represented employees. Either party may propose changes to this section in future contracts, but this section shall apply continuously during the term of this contract and during any open period that may follow expiration of the contract term unless and until modified by contractual agreement between the parties. The Station agrees to provide sixty (60) days’ notice prior to the implementation of any changes pursuant to this section.

25.1.1 For part-time employees, the accrual of paid time off will be “trued up” no less than quarterly so that accruals will be based on actual hours worked.

25.2 Full-time employees and eligible part-time (working 30 hours or more) employees shall receive Company health insurance and related coverage, as well as 401K benefits adopted from time to time by the Employer on the same basis and to the same extent as they apply to the Employer’s unrepresented employees, without the necessity of bargaining. To the extent the Employer makes changes to those benefits for non-represented employees, those changes shall apply to bargaining unit employees on exactly the same basis and at exactly the same times as for non-represented employees. Either party may propose changes to this section in future contracts, but this section shall apply continuously during the term of this contract and during any open period that may follow expiration of the contract term unless and until modified by contractual agreement between the parties. The Station agrees to provide sixty (60) days’ notice prior to the implementation of any changes pursuant to this section.

25.3 Planned paid time off leave shall be scheduled by the Company at a time mutually agreed to between the Company and the employee, with due regard to the choice of the employees, according to the continuous length of service as a regular employee in his or her classification, but not so as to interfere unduly with the operating schedule of the station. Prior to April 15<sup>th</sup>, the Company shall solicit paid time off requests in seniority order, except that no employee shall be permitted to schedule more than three weeks of paid time off before all other bargaining unit employees have had the opportunity to schedule paid time off. The Company shall post paid time off schedules by April 15<sup>th</sup>, and such schedules shall not be changed except at the mutual consent of the Company and the individual employee affected. Requests for paid time off received after April 15<sup>th</sup> shall be considered on a first come, first served basis, and if approved, another employee shall not be entitled to displace the paid time off. Paid time off pay shall be at the regular basic weekly rate of pay for each employee and shall be paid consistent with the PTO policy. Paid time off will be scheduled immediately following the employee’s regular days off, and an employee’s shift may not be changed without forty-eight (48) hours’ notice while the employee is on planned paid time off, except by mutual agreement of the Company and the affected employee(s).

25.4 Employees may be allowed to split their planned paid time off where mutually agreeable by the Company and the employee.

25.5 Employees will participate in the TEGNA Annual Incentive Program on the same basis as non-bargaining unit employees at KGW-TV. The Company retains the right to make unilateral changes to the program at any time and the same changes that apply to non-bargaining unit employees will also apply to the bargaining unit. The right to make unilateral changes on the same basis as other non-bargaining unit KGW employees shall apply to the hiatus period following contract expiration and until the parties agree to a new contract.

## **ARTICLE XXVI**

### *Matters Covered*

26.1 All matters not covered in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

26.2 It is agreed that this document contains the full and complete agreement on all bargainable issued between all parties hereto and/or all for whose benefit this Agreement is made and no party shall be required, and each party expressly waives the right, during the term of this Agreement, to negotiate or bargain upon any issue, whether or not such issue is specifically referred to in this Agreement. Changes in this Agreement may be made at any time by mutual consent of the parties, provided that such changes are reduced to writing and signed by both parties, the same as the Agreement.

## **ARTICLE XXVII**

### *Successors and Assigns*

It is agreed that if the Company sells, assigns, leases or otherwise transfers the control, operation, or assets of its business covered by this Agreement to another person, company, corporation or firm, the Company will require such transferee to assume the obligations of this Agreement by specific provision in the Agreement of such transfer.

## **ARTICLE XXVIII**

### *Leave of Absence*

In the event a member of the bargaining unit is selected as an official delegate to a union convention or conference, the Company will make reasonable effort to permit the employee a leave of absence without pay for attendance, provided, however, that such leave of absence may not exceed two (2) weeks, that not more than one such leave of absence will be granted at any one time nor more than two such leaves of absence in any one year, and that the Company shall receive written request for such leave of absence at least sixty (60) days prior to the requested beginning date. No such leave of absence shall be considered as having been granted unless it is granted in writing.

**ARTICLE XXIX**  
*Separability*

In the event that any provision of this Agreement is finally found by any court, or other governmental agency having jurisdiction of the subject matter, to be in contravention of law, the remainder of this Agreement shall not be effected thereby. The provision so found to be in contravention of law shall be subject to renegotiation upon request of either party, provided that such request is made in writing and served upon the other party within thirty (30) days from the date of the finding of illegality.

**ARTICLE XXX**  
*Wage Freeze and Furlough*

Employees covered by this Agreement shall be subject to any wage freeze program implemented by the Station for managers and employees equally (other than those for whom contractual commitments preclude such a freeze) under the same terms and conditions as the affected managers and employees. If a wage freeze is imposed, any increases provided by this Agreement shall be delayed by the same amount as the length of the freeze and implemented upon the expiration of such delay period.

Employees covered by this Agreement shall be subject to any furlough program implemented by the Station for managers and employees equally (other than those for whom contractual commitments preclude such a furlough) under the same terms and conditions as the affected managers and employees. 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 starting on a Sunday and ending on a Saturday, 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. 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.

DATE: 12/2/2022

SIGNED FOR THE COMPANY  
*[Signature]*

General Manager

DATE: Nov. 30, 2022

SIGNED FOR THE UNION  
*[Signature]*

Business Manager

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
May 16, 2023  
  
Kenneth Cooper,  
International President  
  
This approval does not make the  
International a party to this agreement.

*Side Letter #1*

The Station and the Union agree to meet bi-annually (June and December) at the offices of KGW at mutually convenient times, or other mutually agreed upon dates and times, for the purpose of discussing terms and conditions of employment for IBEW Local 48 represented employees.

Sincerely,

Steven J. Carter  
President and General Manager

ACCEPTED AND AGREED TO BY  
IBEW, LOCAL 48

By: \_\_\_\_\_  
Garth Bachman

Side Letter #2

Garth Backman Business Manager  
IBEW, Local 48  
15937 NE Airport Way  
Portland, Oregon 97230-4958

Re: Seniority

As stated in Article 9.5, classification for seniority purposes shall be Director, Maintenance Technician, Broadcast Operator

It is agreed that this is the list of employees in each classification as of November 14, 2022:

<b>IBEW Represented Employees</b>					
<b>Name</b>	<b>Layoff/Seniority Date</b>	<b>Hourly Status</b>	<b>Job Title</b>	<b>Company Hire Date Per KGW Policy</b>	<b>Seniority Vacation Date</b>
<b>Directors</b>					
Christopher Pausz	3/13/1995	Full Time	Director	6/25/1992	3/13/1995
Brain Matthews	4/15/2004	Full Time	Director	4/15/2004	8/1/2004
Lisa Vierra	5/24/2010	Full Time	Director	5/24/2010	5/24/2010
Lindsey Blodgett	6/25/2018	Full time	Director	6/25/2018	6/25/2018
Byron Minger	7/14/2001	Full Time; Less than 40 hours	Director	7/14/2001	8/1/2002
Michael Ferguson	10/8/2018	Full Time; Less than 40 hours	Director	10/8/2018	10/8/2018
Megan Keith	8/23/2021	Full Time; Less than 40 hours	Director	8/23/2021	8/23/2021
Michael Serrano	1/10/2022	Full Time; Less than 40 hours	Director	1/10/2022	1/10/2022

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## Maintenance Technicians

Norbert Ramirez	8/11/2008	Full Time	Tech/ Maintenance	8/11/2008	8/11/2008
Shawn McCabe	4/9/2012	Full Time	Tech/Maintenance	4/9/2012	4/9/2012
Harold Hampton	1/24/2022	Full Time	Tech/Maintenance	1/24/2022	1/24/2022
Eric Martin	7/5/2022	Full Time	Tech/Maintenance	7/5/2022	7/5/2022
Jason Chua	9/12/2022	Full Time	Tech/Maintenance	9/12/2022	9/12/2022

Sincerely,

Steve Carter  
President and General Manager

ACCEPTED AND AGREED TO BY  
IBEW, LOCAL 48

By: \_\_\_\_\_  
Garth Backman

Side Letter #3

Clif Davis  
Business Manager  
IBEW, Local 48  
15937 NE Airport Way  
Portland, Oregon 97230-4958

Re: NAB Conference

Dear Mr. Davis:

At the Company's sole discretion, it may allow for up to two employees to take paid time off to attend the annual NAB Conference.

If the foregoing correctly states our understanding, please sign below.

Sincerely,

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

DJ Wilson  
President and General Manager

ACCEPTED AND AGREED TO BY  
IBEW, LOCAL 48

By:XXXXXXXXXXXXXXXXXXXX  
Clif Davis



*Side Letter #4*

If, pursuant to Sections 9.1 and 9.2 of the Agreement, a Broadcast Operator is selected for layoff as the result of centralization of the Master Control functions that Broadcast Operator shall have the option of displacing the least senior Broadcast Operator (provided that Broadcast Operator has greater Company seniority than that least senior Broadcast Operator) and if the Broadcast Operator is qualified for the functions performed by the Broadcast Operator with less seniority.

If an employee is laid off as a result of the centralization of the Master Control functions outside Western Oregon, or as the result of layoffs under Section 24.4 of this Agreement, the Employer shall give at least four (4) weeks' notice of layoff or, at the discretion of the Company, pay in lieu of notice (or a combination of pay and notice equaling four weeks). In addition to the 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 fifteen (15) weeks of pay.

Sincerely,

Steven J. Carter  
President and General Manager

ACCEPTED AND AGREED TO BY  
IBEW, LOCAL 48

By: \_\_\_\_\_  
Garth Bachman

Side Letter #5

Following the expiration of the 2011-2014 Contract, the parties engaged in bargaining over the Company's proposal on non-exclusive jurisdiction. During bargaining, Local 48 stated its concern about whether the Company would continue to use IBEW Local 48 represented part-time employees in a non-exclusive jurisdiction operation. Moreover, the parties recognize that the expired contract did not provide for job guarantees, minimum staffing or minimum hours for part-time employees. The Company, however, expects and intends to continue to use IBEW Local 48 represented part-time employees in the non-exclusive jurisdiction operation. However, this "Side Letter on Part-Time Employment" shall not be construed as creating any additional rights, obligations or requirements as to the use part-time employees.

Sincerely,

Steven J. Carter  
President and General Manager

ACCEPTED AND AGREED TO BY  
IBEW, LOCAL 48

By: \_\_\_\_\_  
Garth Bachman