AGREEMENT

By and Between

KIRO-TV, INC. / COX Media Group

And

LOCAL UNION NO. 46

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

3-8-22 through 6-30-24

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THIS AGREEMENT made and entered into this March 8, 2022 between KIRO-TV, Inc. owners and operators of Television Station KIRO-TV COX Media Group (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 March 8, 2022, except as provided herein, and shall remain in effect to and including June 30th, 2024_and shall continue in effect from March 8th through June 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 April 1, 2024 and no later than May 1, 2024 or if the Agreement has been extended, no earlier than ninety (90) calendar days or later than sixty (60) calendar days prior to the expiration in any subsequent year, stating the exact nature of the amendments and adjustments desired. If notice is provided after April 1, 2024 and by May 1, 2024 negotiations for a new agreement shall start no later than thirty (30) calendar days thereafter. In the event that the parties cannot agree by June 30th 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) calendar 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

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- 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) calendar 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 calendar 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.

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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) calendar 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 Ca.opeiut88afl-cio/C:\Users\pnevin\AppDeta\Loca\Microsoft\Windows\NetCeche\Content.Outlook\WUEQ82LZ\030822-

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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) calendar 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 $(1\frac{1}{2})$ 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 and must respond other than remotely; if remotely, the applicable minimum will be 2 hours. Any Employee who is called to work on a recognized holiday, PTO, or scheduled day off who does not otherwise work that day, shall be guaranteed at least one and one-half (1-1/2) their applicable call in rate for the minimum required herein. An employee who works a holiday, PTO, or scheduled day off who is called back to work after being released from duty for the day shall be entitled to the applicable minimum set forth here, or to the overtime rate for time actually worked, whichever is greater.
- 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) <u>Holidays</u>. 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) <u>Holiday Pay-</u> 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 September 2019 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 September 2019, 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 <u>minimum</u> 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	New Hire Rate Effective 3/8/22
Senior Crew Chief	\$39.27
Crew Chief	\$31.25
Maintenance Engineering Tech	\$31.25
Master Control Operator	\$25.00
Engineering Technician	\$25.00
Transmitter Technician	\$25.00
Senior Production Tech	\$25.00
Broadcast Director/Ignite	\$29.00
News Tech Engineering Coordinator (RCOMM)	\$25.00
News Film, Tape, & File Server Editors	\$25.00
Production Technicians	\$25.00
Maintenance Assistant	\$20.00
Studio Helper	\$20.00

Section 5.1(b) Local 46 bargaining unit employees shall receive a two and a three quarter percent (2.75%) per hour increase to their current rate of pay, effective the first pay cycle after ratification. This increase will be adjusted upward to match any increase in 2022 received by any bargaining or non-bargaining unit employees of the Station above two and three quarter percent (2.75%). Any such additional increase shall begin with the first pay period following the adjustment to bargaining or non-bargaining unit employees.

Local 46 bargaining unit employees shall be given the option to receive annual increases in 2023 and 2024 to match an increase given bargaining or non-bargaining unit employees of the Station or elect to reopen the Agreement for the sole purpose of negotiating wage rate increases for 2023 and 2024. This election must be made within fifteen (15) days of the announcement of the Station increase, and such increase, once negotiated, will be made retroactive to the anniversary date of the date of ratification of this Agreement. Nothing herein precludes the Union and Employer from negotiating a future wage rate increase prior to the date the Station-wide increase is announced nor the Union from electing the Station increase once negotiations have commenced.

Section 5.1 (c) All bargaining unit Employees shall receive no less than the percentage increase applicable under 5.1(b) to their then current rate.

Section 5.1(d) No pay rate once achieved by a bargaining unit Employee in 5.1 (a) (b) (c) above may be reduced except after further lawful bargaining between the Employer and the Union.

Future Retroactive Pay Increases: Should either party open this CBA per Article I, Section 1.1 prior to June 1, 2024, and no new agreement is reached by January 31, 2025, all rate increases as may be negotiated after January 31, 2025 shall be made retroactively effective to February 1, 2025. This provision does not foreclose retroactive adjustments being negotiated should an agreement be reached prior to January 31, 2025.

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 any rate paid in excess of such minimum.

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

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Section 5.1 (i) Temporary Assignment to Higher Classification/Position – A bargaining unit employee may be temporarily assigned to a higher-level classification/position for a period of eight (8) consecutive hours or more, not to exceed ninety (90) calendar days. That employee shall be paid at a rate which represents that higher classification over their current rate of pay.

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.

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Section 5.3 Job Qualifications:

- Section 5.3(a) Maintenance Engineer (Technician) 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 & News Tech Engineering Coordinator 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) Broadcast 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.
- 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 Cg.opeiutt8afl-cia/C:\Users\pnevin\AppDeta\Loca\Microsoft\Windows\NetCache\Content.Outlook\NUEQ62LZ\030822-063024.KIRO-COX.Media.Final.docx

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 semimonthly 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 <u>Job Assignments</u> 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 one hundred eighty (180) days 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 one hundred eighty (180) days, 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 one hundred eighty (180) calendar days of employment. In lieu of termination, a probationary Employee's probation may be extended for an additional period not to exceed one hundred eighty (180) calendar days.

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

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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 Local 46 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.

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ARTICLE VIII NON-DISCRIMINATION

All gender references and non-discrimination provisions are updated to conform to current applicable laws, regulations, and company policies.

There shall be no discrimination in wages, rates of pay, promotions, hours or conditions of work because of race, religion, creed, color, sex (including pregnancy), marital status, sexual orientation (including heterosexuality, homosexuality, and bisexuality, as well as gender expression or identity), age, disability, use of a trained guide dog or service animal by a person with a disability, the presence of any sensory, mental, or physical disability, genetic information, national origin, citizenship or immigration status, honorably discharged veteran or military status, or any other characteristic protected under applicable federal, state, or local law.

ARTICLE IX DRUG AND ALCOHOL POLICY

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

INTERNATIONAL BROTHERHOOD OF	KIRO-TV, INC.
ELECTRICAL WORKERS, LOCAL 46	
Sea Ruffer	Contenter.
Sean Bagsby, Business Manager	Pat Nevin, General Manager
IBEW Local 46	KIRO-TV Inc. COX Media Group.
3-14-2022	3/9/2022
Date	Date

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

Attention: IBEW Local 46 Broadcast 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 preproduction 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.

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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 to this office for our files.

Very truly yours:

Pat Nevin, General Manager

CONFIRMED: IBEW Local 46

By Sean Bagsby, Business Manager

Date 3-14-4021

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

Attention: IBEW Local 46 Broadcast 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 to this office for our files.

Very truly yours.

Pat Nevin, 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 Sean Bagsby, Business Manager

Date 3-14-2022

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

Attention: IBEW Local 46 Broadcast 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.

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Please confirm the above understandings by signing in the space provided below and return to this office for our files.

Very truly yours,

Pa Nevin, General Manager

CONFIRMED: IBEW Local 46

By Sean Bagsby, Business Manager

Date 3-14-808

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

Attention: IBEW Local 46 Broadcast 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 to this office for our files.

Very truly yours,

Pat Nevin, General Manager

CONFIRMED: IBEW Local/46

By Sean Bagsby, Business Manager

Date 3-14-40 } +

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

Attention: IBEW Local 46 Broadcast 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 to this office for our files.

Very truly yours,

Pat Nevin General Manager

CONFIRMED: IBEW Local 46

By Sean Bagsby, Business Manager

Date 3-14-1011

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

Attention: IBEW Local 46 Broadcast 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 to this office for our files.

Very truly yours,

Pat Nevin, General Manuer

CONFIRMED: IBEW Local 46

By Sean Bagsby, Business Manager

Date 3-14-1011

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

Attention: IBEW Local 46 Broadcast 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 467	KIRO-TV, Inc.
By In Ranks	By flenty fr
Sean Bagsby, Business Manager	Pat Nevin, General Manager
Date 3-14-2021	Date 3/9/2022

SIDE LETTER NO. 8 MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made by and between KIRO-TV, a COX Media Group station, (hereinafter the "Company") and IBEW, Local 46 (hereinafter the "Union"), on behalf of itself and all employees it represents (hereinafter, "Bargaining Unit Employees") under the Collective Bargaining Agreement, between the Company and the Union effective date of ratification or until terminated by mutual agreement of the parties (hereinafter the "Contract").

WHEREAS, the Company and the Union are parties to the Contract; and

WHEREAS, the Company during 2022 negotiations notified the Union of the possibility to centralize (hub/sub) KIRO-TV master control operation; and

WHEREAS, the Company stated transfer master control operation (centralizing, hubbing and/or subcontracting) work covered under the Collective Bargaining Agreement, shall only occur if such change begins as part of a widespread change among multiple Cox Media Group stations; and

WHEREAS, the centralization of KIRO-TV's master control operation may result in a reduction in the workforce at KIRO-TV impacting bargaining unit employees which may result in begin laid off as is presently addressed by Article VI, Section 6.4 of the Contract; and

WHEREAS, Section 6.4 of the Contract provides Enhanced Severance Allowance for bargaining unit employees impacted by automated equipment shall be entitled to severance pay equal to one week of pay for each full year of service, with a minimum of four (4) weeks' pay up to a maximum of seventeen (17) weeks of pay and four (4) weeks' notice of last day to be worked or pay in lieu of notice; and

WHEREAS, as an enhancement to Section 6.4, the Company is willing to offer a more beneficial severance to the bargaining unit on a non-precedential basis. The Company will offer the impacted employees a Master Control Enhanced Severance of one-week severance for every twelve (12) months of service measured from date of hire with a minimum of six (6) weeks and a maximum of twenty-six (26) weeks, pro-rated for PT employees based on hours worked. This enhanced severance will include up to twelve (12) weeks of subsidized COBRA coverage if elected by the employee. The Company will provide this Master Control Enhanced Severance provided (1) the Union executes this Memorandum of Agreement and referenced CBA, (2) the impacted employees execute and not revoke a Release and Waiver pursuant to the terms therein and (3) the impacted employees continues to work for KIRO-TV, as assigned, until date of transfer of operations (unless asked to leave earlier or by mutual agreement as set forth below), or shall receive reduced Master Control Severance package.

NOW THEREFORE, the Company and the Union agree to the following:

- 1. In addition to the severance in 6.4 of the CBA, the impacted bargaining unit employees severance will be capped at twenty-six (26) weeks instead of seventeen (17) weeks AND (subject to paragraph 2 below) bargaining unit employees will receive an additional six (6) weeks advance notice of layoff of last day to be worked (or pay in lieu thereof for each week less than six (6) weeks advance notice of last day to be worked). Further, if enrolled in company coverage and elected by the employee, up to twelve (12) weeks of COBRA will be subsidized at the same rates as during employment; and
- 2. As an exception to the severance set forth in paragraph 1 above, a bargaining unit employee with less than six (6) years continuance service will receive six (6) weeks of severance and if enrolled in company coverage and elected by the employee, up to six (6) weeks of COBRA will be subsidized at the same rates as during employment; and
- 3. To receive 100% of the Company Master Control Enhanced Severance employees must work their regularly assigned job through date of transfer of operations (unless asked to leave earlier) and sign (and not revoke) the Release and Waiver); if an employee resigns early by mutual agreement prior to date of transfer, they will receive pro-rata reduced severance benefits as agreed by the parties. It is expected that the employee will provide as much notice of last day to be worked as is practicable before the effective date of resignation and the Employer shall not act in bad faith with regard to approving a departure date; and
- 4. Failure (for any other reason) to comply with the conditions above will result in the withdrawal of the enhanced severance and the employee's separation of employment will be subject to the terms and conditions of the Contract; and
- 5. Nothing herein precludes the Employer from offering, nor the employee from accepting, assignments otherwise permitted by the CBA after having received the severance payment referenced herein; and
- 6. This Memorandum of Agreement applies only to the layoff in connection with KIRO-TV's master control centralization (hub/sub); and
- 7. This MOA is without precedent and cannot be used in any proceeding except one to enforce this Agreement; and
- 8. This Agreement does not constitute an admission by either party; and
- 9. The Union agrees to waive and otherwise not file or pursue any claims, grievances or Board Charges against the Company or its parent company arising out of KIRO-TV's master control centralization and the layoff of bargaining unit employees resulting therefrom; and
- 10. This Agreement fully and finally resolves all claims related to KIRO-TV's master control centralization and related layoffs as described above.

AGREED: IBEW Local 46

KIRO-TV/COX Media Group

By
Sean Bagsby, Business Manager

Date 3-19-304

Date 3/9/2021

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.

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APPENDIX B

PAID TIME OFF (PTO) POLICY FOR FULL-TIME, NON-EXEMPT CALIFORNIA, NEBRASKA, & SEATTLE EMPLOYEES

Effective September 2019

This policy is the Paid Time Off (PTO) or vacation policy for full-time, non-exempt employees located in CA, NE, and the city of Seattle. It provides information and guidance regarding the use of PTO for full-time, benefits eligible non-exempt employees in these locations and explains how this policy interacts with other Company policies. Should you have any questions regarding the provisions in this policy, please contact your People Solutions Business Partner.

PAID TIME OFF (PTO)

We all need time away from work to recharge, travel, take care of our health, care for a family member, attend appointments or do the many things that are important to each of us personally. Our Paid Time Off (PTO) Plan aims to provide eligible employees the flexibility to manage these needs for time off in the way that best makes sense for you. PTO is in addition to other paid leave policies, such as paid holidays, bereavement, short term disability and parental leave.

ELIGIBILITY AND PTO AMOUNTS

Employees who are regular, full-time, non-exempt employees who work 30 hours or more per week on a regular basis are eligible for PTO immediately upon joining the company. PTO is earned and accrued on a monthly basis and is based on your years of Cox Media Group service. PTO is not accrued during an unpaid leave of absence or while an employee is receiving long term disability benefits.

	PTO Amounts		
Years of Service	Hours of PTO	How Many Hours Accrue Each Month	Maximum Hours Accrual Cap
0-4	176	14.67	264
5-9	216	18	324
10-19	240	20	360
20+	280	23.33	420

Your new accrual rate begins on January 1st of the year in which your service milestone is met. For example, if you reach 5 years of service on July 15, 2020, you would start accruing at the rate of 216 hours per year on January 1, 2020.

Part-time California based employees may be eligible for Paid Sick Time pursuant to the California Paid Sick Time Plan. Please check with your People Solutions Business Partner for details specific to your location.

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PTO ACCRUAL CAP

There is a cap placed on the maximum amount of hours that you can accrue. The chart above outlines the accrual caps based on years of service. Once you have reached your maximum allowed cap of PTO hours, you will stop accruing PTO hours. Once the PTO hours balance falls below the maximum allowed then the accrual process will start again.

USE OF PTO

PTO can be taken in 1-hour increments.

During the course of the year, you can also use your PTO before you have accrued it up to your yearly maximum and subject to the Notice and Scheduling section below. You cannot use more PTO than you would have available to you over the entirety of that calendar year. For example, if you have 0 hours of PTO available to you as of January 1, 2019, and you would accrue 176 hours of PTO in 2019, then 176 hours is all that you can use in 2019, but all of this amount is available for use at the beginning of the year.

To the extent allowed by applicable law, PTO must be taken concurrently with any waiting period prior to payment of leave under the company's Short-Term Disability Policy. If you exhaust your available short-term disability pay and remain on leave and medically unable to work, then you may elect to use any remaining unused PTO.

NOTICE AND SCHEDULING

While we want you to have time to take care of you and your personal needs, we also need to make sure we have everything covered on the business side. Unless PTO is being used in conjunction with FMLA leave, another protected leave, or for legally required sick leave reasons, all requested PTO time must be authorized by your manager.

Where your need for PTO is expected, you are required to provide reasonable advance notice to your manager of your intended absence from work so we can have enough time to review and plan for your absence. There may be times when your requests for time off conflicts with business needs and cannot be approved; however, please work with your manager on any alternatives.

There may be occasions, such as sudden illness, where your need for PTO is unexpected and you cannot schedule your PTO in advance. In these situations, you must provide notice to your manager of the need to use PTO prior to the start of your work day or if that notice is not possible, please provide notice as soon as practicable.

Please remember that unscheduled requests for time off that is not being used for FMLA purposes, legally required sick leave purposes, or other protected reasons, can create challenges in your department and business and excessive use of unscheduled PTO may result in corrective action, up to and including separation from employment.



Remember that you are responsible for managing your PTO and ensuring that you have the time off needed to cover any absences. If you exhaust all of your available PTO and need additional time off, please consult your manager or People Solutions Business Partner, but understand that we may not be able to approve your request based on business needs. If you exhaust all of your PTO and additional unpaid absences cannot be approved or accommodated, your employment may end.

PAYMENT OF PTO

Payment of PTO will be based upon your base salary, base hourly rate, or average hourly rate (for employees paid on a piece rate or flag hour basis) excluding commissions, overtime, and other compensation, unless otherwise required by applicable law. Hours or pay for PTO will not be taken into account for any overtime calculations.

If your employment ends, you will be paid for all accrued but unused PTO.

END OF YEAR PAYOUT

You are eligible to receive a payout of up to 40 hours of unused accrued PTO at year end. All PTO balances will carry over into the new year. For purposes of this plan, the year begins on January 1st and ends on December 31st.

PAID SICK LEAVE ("PSL") LAWS

This Policy is intended to meet or exceed the requirements of all applicable paid sick leave (PSL) laws. In the event any provision of this Policy conflicts with such laws, the applicable PSL laws will govern.

If you work in any of the jurisdictions indicated on the attached PSL addendum ("PSL Addendum"), you may designate PTO as PSL up to the amounts indicated in the PSL Addendum for your jurisdiction. PTO that an employee designates as PSL in any calendar year will be paid at your regular rate of pay for the workweek in which you use PSL, unless otherwise required by law. Your regular rate of pay takes into account hourly earnings, commissions, non-discretionary bonuses, and all other forms of pay unless an exception applies.

You are not required to search for or find a replacement employee to cover the periods of time in which you are absent from work while using PTO as PSL. Use of PTO as PSL will not be counted against you as part of an absence control policy.

When you are using PTO as PSL, you are responsible for specifying that time as such. We may ask for documentation, as needed and as permitted by applicable law, to support your use of PTO as PSL.

NOTICE OF CHANGES

We reserve the right to make changes or modifications to this PTO Policy at any time, with or

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without advance notice; however, at no time will any such changes or modifications result in a loss of accrued, but unused PTO.

ADDENDUM

The following jurisdictions have paid sick laws and ordinances that provide certain protections for up to a certain number of hours of paid sick leave ("PSL") taken each calendar year. If you work in any of the jurisdictions indicated below, you may designate up to the number of hours of PTO listed below for your jurisdiction as PSL and such time will be protected under the state or local PSL laws of your jurisdiction. You may take PTO in excess of the amounts listed below; however, such time taken in excess of the amounts listed below will not be considered covered by the PSL laws of your jurisdiction.

LOCATION	AMOUNT OF PTO TIME PROTECTED UNDER LOCAL PAID SICK LEAVE LAWS	
California (other than San Diego and Los Angeles)	24 hours	
California (Los Angeles)	48 hours	
California (San Diego)	40 hours	

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 calendar 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.

Summary of the One-Year Extension to the Cox Media Group-IBEW Local 46 Collective Bargaining Agreement

APPENDIX D

The parties, Company (KIRO TV, Inc.) and Union (IBEW Local 46) agree that for purposes of the one-year extension, to renew the collective bargaining agreement previously in effect between them (from October 1, 2016 to September 30, 2020), the following shall apply:

- 1. This renewal takes effect upon ratification and expires midnight one-year thereafter. Date of ratification, March 1, 2021.
- 2. Bargaining Unit employees shall receive a 2% per hour increase to their current rate of pay, effective the first pay cycle after ratification. This raise will be adjusted so bargaining unit employees will have the same average raise as station non-bargaining employees generally, at the same time such raises are implemented for non-bargaining employees generally. If the non-bargaining employees hourly increase in 2021 is more than 2%, the Company will increase the bargaining unit raise to match that of the non-bargaining station employees generally. However, if the non-bargaining does not receive 2% or more, then the Union may demand a wage reopener 6-months after the ratification of this extension. (With the understanding that the 2% raises will remain in effect until the parties might agree otherwise)
- 3. The parties reaffirm that during 2020 & 2021 (except as the parties might later agree otherwise in a signed writing), the bargaining unit was entitled to / will receive:
- a) the same sick leave and Paid Family and Medical Leave (WPFML) benefits as those other unrepresented Station employees generally, on the same transition rules, terms and conditions as other station employees generally, notwithstanding anything to the contrary in the current governing CBA & as required by applicable State law (with the Company responsible for if any there are missed premium payments to the State, for WPFML, prior to beginning required payroll deductions on February 7, 2021)
- b) the same PTO benefits, accrued benefit payout rights, and policy coverage as those other unrepresented Station employees generally, on the same transition rules, terms and conditions as other station employees generally, notwithstanding anything to the contrary in the current governing CBA, on a non-precedent setting basis. (For clarity, this includes the new holiday Juneteenth, recently extended to the unit as part of ongoing company policy.)
- 4. The pending grievance regarding matters addressed in 3.b above is withdrawn by the union, with prejudice.

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- 5. During this renewal agreement, call in pay required in section 4.4 will be reduced from a minimum of 4 hours, to a minimum of 2 hours. Upon expiration of this renewal agreement, Section 4.4 will revert back to a four (4) hour minimum.
- 6. All references in section 5.1(d) to calendar year 2020 are changed to 2021, and all references to 2021 are changed to 2022.
- 7. All gender references and non-discrimination provisions are updated to conform to current applicable laws, regulations, and company policies.

This includes without limitation: The current language of Article VIII is deleted in its entirety and replaced with the following language: There shall be no discrimination in wages, rates of pay, promotions, hours or conditions of work because of race, religion, creed, color, sex (including pregnancy), marital status, sexual orientation (including heterosexuality, homosexuality, and bisexuality, as well as gender expression or identity), age, disability, use of a trained guide dog or service animal by a person with a disability, the presence of any sensory, mental, or physical disability, genetic information, national origin, citizenship or immigration status, honorably discharged veteran or military status, or any other characteristic protected under applicable federal, state, or local law.

Signature

Pat Nevin, General Manager KIRO-TV COX Media Group Signature

Sean Bagsby, Business Manager

IBEW Local 46