

**AGREEMENT BETWEEN  
WJLA-TV/NewsChannel 8  
and  
NATIONAL ASSOCIATION OF BROADCAST  
EMPLOYEES AND TECHNICIANS, the  
Broadcasting and Cable Television Workers Sector of the  
Communications Workers of America, AFL-CIO**

**July 31, 2020 through July 30, 2023**

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## **A G R E E M E N T**

This Agreement, effective upon ratification (July 31, 2020) ("Effective Date"), is between the National Association of Broadcast Employees and Technicians, the Broadcasting and Cable Television Workers Sector of the Communications Workers of America, AFL-CIO and its successors (hereinafter called "the Union") and, Sinclair Television Stations, LLC d/b/a WJLA-TV/NewsChannel 8 (hereinafter called "the Company").

### **NON-DISCRIMINATION**

The Company and the Union recognize their respective responsibilities under all applicable laws and regulations relating to equal employment opportunity and fair employment practices with respect to all employees, including Daily Hires, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, the Americans With Disabilities Act, and the Virginia Human Rights Act, and agree that they shall not discriminate on the basis of race, color, creed, age, sex, sexual orientation, disability, marital status, national origin and union affiliation. The Company and the Union agree to continue the existing policy of promoting equal employment opportunity. As used in this Agreement, and except as otherwise clearly required by their context, the masculine, feminine and neuter import one another.

## **ARTICLE I - DESCRIPTION OF BARGAINING UNIT**

### **Section 1.1**

Unless the context otherwise indicates, the term "employee" as used in this Agreement applies to all employees of the Company, including chauffeur-mechanics, in the News and Operations and Engineering Departments of the Company engaged in the operation and maintenance of technical equipment and equipment incidental thereto. Technical equipment for the purposes of this Agreement shall be defined as those facilities of the Company or operated by or for the Company used in all of the following: transmitting, converting, and/or conducting audio, video and radio frequencies for use in broadcasting, rebroadcasting, multiplex, rehearsal, audition, closed circuit, recording, and/or "on the air" playback. By way of illustration but not in any limitation, the following are examples of technical equipment: all television equipment; field setup, studio lighting, field lighting, camera dollies, audio, audio and/or video recording and playback equipment; video camera, video control, field television, television maintenance, television projection and television transmitter; and all equipment attached or connected to any of the equipment herein described and including any new devices intended to perform in any way any of the above functions. Technical equipment referred to herein does not include field strength measuring equipment. In the case of dispute, the meaning of the words "operation and maintenance" as used herein shall be determined by consideration, among other things, of the past practice followed in the Company.

### **Section 1.2**

The Union represents and warrants, and it is the essence hereof, that it represents for collective bargaining purposes a majority of the employees covered by this Agreement. The

Company accepts and recognizes the Union as the exclusive bargaining agent of and for the employees of the Company as herein described, with reference to rates of pay, wages, hours of employment or other conditions of employment.

## **ARTICLE II – UNION SECURITY & CHECK-OFF**

### **Section 2.1**

(a) Employees cannot be required, as a condition of obtaining or continuing employment with the Company, to become or remain a member of the Union, or to pay any dues, assessments or other charges or expenses of kind or amount to the Union. Employees may voluntarily elect to become or remain members of the Union, and to pay dues, assessments or other charges to the Union.

(b) Effective ninety (90) days after the Effective Date of this contract , employees who are members of the Union shall use the Company's system known as The Bridge (or any future human resources and/or payroll system) to have their dues, assessments and/or other charges directed to the Union from their pay.

(c) (1) The Company shall provide the Union with a quarterly list of each bargaining unit employee who has utilized The Bridge (or any future human resources and/or payroll system) to have their dues, assessments and/or other charges directed to the Union from their pay. The list shall set forth the name of the employee, number of hours worked each pay period, gross pay each pay period, and amount directed to the Union from his/her pay for dues, assessments and/or other charges by pay period. The Company must provide the list no later than the 21<sup>st</sup> of the month following the end of the quarter.

(2) In addition, the Company shall provide the bargaining unit employees' names, address, home phone number, cell phone number and personal e-mail address (if in the Company's possession) once every six months.

**Section 2.2.**

(a) The Company shall provide bargaining unit employees who choose to be or are union members with voluntary training on the use of The Bridge (or any future human resources or payroll system) to have their dues, assessments and/or other charges directed to the Union from their pay. This training shall consist of two training sessions within the first 30 days after the execution of the collective bargaining agreement, followed by semi-annual training sessions at the Union's request. No such request shall be denied. All such training shall be scheduled to enable the attendance of the Union's President or his designee, as well as all such bargaining unit employees who work on different shifts who wish to attend.

(b) Employees can seek assistance from the Station Human Resources Staff on matters related to the direction of monies in connection with union dues, assessments and other charges. HR staff will provide assistance to the employees upon request.

**ARTICLE III – SENIORITY**

**Section 3.1**

(a) Full-time employees shall be probationary employees for a period of three (3) months from the date of their employment with the Company, subject to up to a three (3) month extension at the discretion of management, and shall thereafter be regular full-time employees, provided that employees hired prior to the effective date of this Agreement shall have a three (3)

month probationary period. Probationary employees may be discharged or laid off at the sole discretion of the Company. The Union shall be notified of such discharge or layoff at the same time as the employees. However, such discharge or layoff shall not be subject to the grievance and arbitration provisions of Article XI of this Agreement.

(b) (1) Notwithstanding any other provision or limitation of this Agreement, the Company may employ daily employees for any reason without limitation. A daily employee shall receive no fringe benefits (including those contained in Article V), premiums or other benefits under this Agreement. Upon the Effective Date of this Agreement, the Company will pay each daily hire employee a minimum of five (5) hours pay, provided that if the daily hire works more than five (5) hours in a day, the Company will pay such employee for time worked. The base pay for daily hires will remain at \$18.48 per hour. A daily employee shall be considered a probationary employee under Section 3.1(a) for the duration of his employment, subject to Section 3.2(a).

(2) The Company shall give consideration for daily employment to any laid-off employee with recall rights who notifies the Company in writing at the time of the layoff, and (6) months thereafter, that he desires to work on a daily basis, provided that any such employee(s), in the sole discretion of the Company, possess the skills and abilities necessary to the specific work involved. The foregoing notwithstanding, in instances of daily employment for a period of four (4) consecutive weeks or more, the Company must offer such employment, in order of unit seniority, to laid-off employees with recall rights who have demonstrated to the Company the skills and abilities to do the specific work involved.

(3) Company seniority is the length of the employee's service with the Company since the employee's most recent date of hire into a position within the

bargaining unit and is the controlling factor only with respect to length of vacation. For all other purposes, skill and ability will govern. If, and only if, skill and ability are relatively equal, in the sole discretion and opinion of the Company, will length of service with the Company govern.

### **Section 3.2**

(a) As set forth above, dismissals of regular full-time employees, for reason of reduction of personnel, seasonal inactivity, or similar cause, shall be in inverse order of unit seniority, except that the Company may retain employees with skills that are critical to the Company in lieu of the next less senior employees in the seniority unit. A regular, full-time employee hired after December 31, 2002, shall begin and maintain his seniority in one of the four following seniority units as permanently assigned by the Company: Photographers/Editors, Maintenance, Studio Techs and OTCR/NTCR. The Company reserves the right to establish new seniority units, provided that the Company will not require existing employees from more than one seniority unit to join a new seniority unit except upon mutual agreement of the parties after expedited negotiations, with the Union's approval not to be unreasonably withheld.

It is also agreed that the Company will not dismiss any regular full-time employee for reason of reduction of personnel, seasonal inactivity, or similar cause in the aforementioned seniority units, without first dismissing all probationary employees, including Daily Hires, except that the Company shall not be obligated to dismiss all Daily Hires in the OTCR/NTCR seniority unit prior to dismissing regular employees in another seniority unit.

Pre-December 31, 2002 hires who transfer between seniority units will carry with them their previously accrued seniority into their new seniority unit.



(b) The Company may offer employment rights to former employees who have been employed by the Company for at least three (3) months and released by reason of a reduction in personnel or for seasonal inactivity or similar cause, at a salary commensurate with their length of service as employees at the time of dismissal, whenever vacancies occur, provided that during such absence the former employees have maintained a creditable standing in the community, are still able to perform their duties with the Company, and are qualified to perform the duties of the position to which they are being recalled. Such recall rights shall be available only to those employees who have been laid off for the reasons set forth above and whose period of layoff is twelve (12) months or less. At the end of twelve (12) months following a layoff as set forth in this subsection, all rights of recall will be extinguished. The Union shall have one week to notify former employees desiring to return to work to contact the Company for interview.

(c) Bargaining unit employees laid off under Section 3.2(a) who accept daily hire positions will have their recall rights extended for twelve (12) months after their daily hire assignment ends. Former employees shall have the right to refuse daily employment without waiving rights in respect to regular full-time employment. The Company shall have no obligation under this Section 3.2 except to eligible former employees, in order of seniority as set forth in Section 3.2(a), who contact the Company for interview within one week following notice of vacancy to the Union.

(d) The provisions of this Section and the limitation in Section 3.1(a) of three (3) months shall not be applicable to employees hired under Section 3.1(b)(1).

**Section 3.3**

Both the Company and the Union shall comply with any applicable law regarding the reemployment of employees who leave the Company to serve in the Armed Forces.

**Section 3.4**

The Company agrees to give the Union notice in writing of any vacancy covered by the Agreement when the vacancy is posted. The Union shall refer to the Company for interview those persons it considers eligible for employment.

**Section 3.5**

The Company will notify the Union no less than monthly in writing regarding new employees and daily employees. Such notice shall include the name, address, phone number, employment status (e.g. full-time, Daily Hire), position/title, starting date and base pay of such new employee or Daily Hire. In addition, the Company will notify the Union of any change in an employee's base pay other than that required by this Agreement.

**Section 3.6**

Once a year, in the month of August, each employee may file with the Company and the Union on a form furnished by the Company a designation of a job area or areas in the bargaining unit to which he is interested in being assigned for the following year. The Company shall consider such requests on the basis of seniority as set forth in Section 3.2(a) before filling any new or vacant job. Nothing herein shall require the Company to make a selection of an employee who has filed such a request, nor shall it subject the Company's decision to the grievance and arbitration

provisions of this Agreement. However, the Company shall provide the employee the reason for the decision if the request is declined.

**Section 3.7**

An employee with more than fifteen (15) years bargaining unit seniority shall be given the opportunity in November of each year to select the shift (i.e., early, mid-day, late, or all night) he desires to be assigned to for the following year. The Company shall assign employees on the basis of such selections and unit seniority as set forth in Section 3.2(a), consistent with operational needs. Nothing herein shall require the Company to make an assignment to an employee who has indicated a shift preference, nor shall it subject the Company's decision to the grievance and arbitration provisions of this Agreement.

**Section 3.8**

Unit seniority of employees on the rolls as of July 1, 1993 shall be deemed their bargaining unit seniority. For all other employees, seniority shall be deemed to be the day of assignment to a seniority unit of the Company as set forth in Section 3.2(a) above.

**ARTICLE IV – SCHEDULING/HOURS OF LABOR**

**Section 4.1**

For the purpose of this Agreement, the work week shall begin on Sunday and end on Saturday. However, a work shift shall be credited to the day in which it starts. A “work shift” is the actual work period, including a paid lunch period if applicable, and a “day” is a calendar day. No more than one premium provision shall be applied to the pay of any employee for the same

time period, regardless of the number of provisions which apply, with the highest applicable premium applied to each applicable hour.

#### **Section 4.2**

(a) The weekly wage scales provided herein for an employee are predicated upon forty (40) hours of labor during not more than five (5) days each week. At management's discretion, employees may be assigned on a weekly basis to work five eight (8) hour days including a daily one-half (½) hour paid meal period ("Schedule A") or four ten (10) hour days including a daily forty-five (45) minute paid meal period ("Schedule B") in a week. Under Schedule B, staffing will be by mutual consent unless insufficient employees are obtained to meet the Company's scheduling needs, in which case the Company can make the necessary assignments. Schedule B employees cannot be required to be reassigned for at least 8 weeks. Absent extraordinary circumstances beyond the Company's control (such as unable to broadcast), the Company shall provide regular full-time employees forty (40) hours of work or equivalent pay in each workweek. In the event that a full-time employee is not provided a forty (40) hour workweek, the Company must notify the Union with a list of names of the employee(s), the hours worked, the extraordinary circumstances beyond the Company's control that led to the less than 40 hour workweek, and when the employee(s) will be returned to a 40 hour workweek. The company shall not reduce the hours of work for regular full-time employees to deny them of their full-time status. Overtime at the rate of one and one-half times the equivalent straight-time rate shall be paid for work performed in excess of forty (40) hours during the workweek, unless otherwise provided in this Agreement. No employee will be sent home during a scheduled work shift to shorten the workday or be denied a scheduled work shift during the workweek for purposes of avoiding the payment of overtime.

(b) If an employee has worked in excess of ten (10) consecutive days (nine (9) consecutive days for Schedule B employees) without having received at least one (1) day off, for all such days worked in excess of ten (10) (nine (9) for Schedule B employees) and until such time as the employee has received a day off, he shall receive additional compensation at his straight-time rate of pay, provided, however, that if the employee is otherwise receiving at least time and one-half his straight-time rate of pay for any hours thereof by virtue of another provision of this Agreement, his additional compensation therefore under this Section 4.2(b) shall be at one-half his straight-time rate of pay. The foregoing shall not be applicable in cases where an employee's schedule is changed at the request of the employee. It is not the intention of the Company to schedule an employee to work in excess of twelve (12) consecutive days unless such assignment is necessitated by unusual operating requirements. The Company further agrees that employees covered by this subsection (b) may use a "payback day" as part of the 10 day (9 day for Schedule B employees) period without jeopardizing their premium pay entitlements under this subsection.

### **Section 4.3**

(a) Schedules and changes shall be posted manually for all employees and electronically for photographers/editors. Company managers will make reasonable efforts to affirmatively notify affected employees by email or phone, at the managers' option, when a manager changes a posted schedule less than 48 hours before the previously or newly scheduled start time. The Company will maintain a historical record of schedule changes.

(b) A tentative weekly work schedule shall be posted not later than 14 days in advance of the applicable work week. Posting of this tentative work schedule shall freeze an employee's days off for the applicable work week. The actual weekly work schedule shall be posted not later

than noon of the Wednesday immediately preceding the applicable work week and may not vary more than a plus-or-minus four (4) hours in the starting time for an employee from the tentative schedule.

#### **Section 4.4**

At least twelve (12) hours shall elapse between the end of one work shift and the start of the next work shift. Should an employee be required to report for duty prior to the expiration of said twelve (12)-hour period, he shall receive one and one-half (1½) times his base rate of pay as compensation for each hour remaining in said Twelve-hour period following the employee's reporting time. This premium pay will not be applied in cases of a bona fide emergency (e.g. terrorist attack, or commercial plane or train crash) or circumstances beyond the control of Management, or if the employee requested the schedule. The Company will not take excessive advantage of its right to invade the Twelve-hour turnaround provision; further, the Company will, consistent with operating needs, take into consideration the Union's desire to avoid consecutive minimum turnaround periods.

#### **Section 4.5**

(a) Notice of daily schedule changes affecting starting time shall be given twelve (12) hours in advance of the originally scheduled starting time or the rescheduled starting time, whichever is earlier, but not later than 7:30 p.m. of the work day prior to the day in question. Daily schedule changes may be made with less than twelve (12) hours notice or later than 7:30 p.m. of the prior work day only by adding work time to the previously scheduled hours at overtime rates. This premium pay will not be applied in cases of a bona fide emergency (e.g. terrorist attack, or

commercial plane or train crash) or circumstances beyond the control of Management, or if the employee requested the schedule.

(b) It shall be the employee's obligation to check the schedule upon reporting for work and leaving work, but it shall be the Company's obligation to notify the employee of changes made during or after the working shift.

#### **Section 4.6**

(a) For purposes of this Section, a day off shall consist of its 24 hours plus a 12-hour turnaround period. For example, one day off is thirty-six (36) hours, two days is sixty (60) hours, three days is eighty-four (84) hours, and four days is one hundred eight (108) hours. Assignments during any of the above turnaround periods shall be compensated for at one and one-half (1½) times the employee's base rate of pay.

(b) Schedule A employees shall receive two (2) regularly scheduled consecutive days off and Schedule B employees shall receive three (3) regularly scheduled consecutive days off in each seven (7) days. Sunday and Monday, if consecutive, shall be considered as two (2) days off for Schedule A employees, and Saturday, Sunday and Monday or Sunday, Monday or Tuesday, if consecutive, shall be considered consecutive days off for Schedule B employees. If an employee is required to work on one of his days off, he shall be compensated at the rate of time and one-half (1½) for all such hours worked. If a Schedule A employee is required to work on both of his days off, he shall be compensated on the second day at the rate of time and one-half (1½) for all hours worked. If a Schedule B employee is required to work on two or more of his days off, he shall be compensated on the second and third days at the rate of time and one-half (1½) for all hours

worked. The Company shall not abuse its ability to schedule employees on their days off. Minimum call-in pay for hours worked on days off shall be four (4) hours.

#### **Section 4.7**

The Company may schedule an employee to work on a day off provided he receives thirty-six (36) hours' notice. In the event that the Company fails to provide thirty-six (36) hours' notice, the employee may decline to work unless the Company makes a good faith effort to find another employee or daily hire to replace him.

#### **Section 4.8**

Each Schedule A employee must be given a thirty (30) minute meal period and each Schedule B employee must be given a forty-five (45) minute paid meal period as close to the middle of his posted schedule as possible. If a Schedule A employee remains on duty for more than ten (10) consecutive hours, he shall be given an additional thirty (30) minute paid meal period and if a Schedule B employee remains on duty for more than twelve (12) consecutive hours, he shall be given an additional forty-five (45) minute meal period. An employee who remains on duty shall receive another additional meal period after every additional five (5) hours of work. A Schedule A employee who does not receive a meal period shall be paid one additional hour base rate of pay for each missed meal period. A Schedule B employee shall be paid an additional 1.25 hours for each missed meal period.



**Section 4.9**

An employee employed as of the date of ratification of this agreement (July 31, 2020) shall be paid a night shift differential of ten percent (10%) of his applicable pay for hours worked between midnight and 7 a.m. No employee employed as of the date of ratification shall be reassigned or removed from the night shift for the purpose of avoiding the payment of the shift differential. Employees hired on or after the date of ratification (July 31, 2020) are not eligible for this night shift differential pay.

**Section 4.10**

Any employee assigned to a shift involving more than four (4) hours between 11 o'clock p.m. and 7 o'clock a.m. may request and may be granted a work shift outside these limits for the week immediately preceding his vacation provided he makes the request in writing at least thirty (30) days before commencement of his scheduled vacation, such request shall not be unreasonably denied.

**Section 4.11**

The Company shall provide rest room breaks for employees working on live programming. Employees working on such programming shall be permitted to take additional rest room breaks as necessary. Should the Company provide food and/or accommodations to employees during news emergencies and major news events, then the Company will make reasonable efforts to provide similar food and/or accommodations to similarly situated employees.

## ARTICLE V - VACATIONS, BENEFITS AND HOLIDAYS

### Section 5.1

(a) Vacations shall be scheduled on a calendar year basis beginning January of each calendar year. Selections of vacation times shall be given to employees on the basis of seniority as defined in Sections 3.2 and 3.8. The following are the maximum number of employees that are allowed vacation time off at the same time. However, the Station is free to relax these restrictions.

#### **General Limits:**

No more than two (2) OTCR employees at one time.

No more than two (2) Maintenance Technicians at one time.

No more than two (2) Studio Technicians (audio, robotics and TD) at one time.

No more than one (1) NTCR employee at one time.

No more than three (3) Photographer/Editors at one time.

No more than two (2) Editors at one time, except June 1 to Labor Day – no more than three (3) Editors at one time.

(b) A Vacation Committee of not more than five (5) employees selected by the employees is hereby established and is recognized by the Company for the purposes of: (1) preparing an annual vacation schedule, and (2) working with Company designated management to resolve vacation scheduling problems arising out of the application of Article V. Prior to December 1<sup>st</sup> of each calendar year, (or, upon the Vacation Committee's written election by no later than the prior June 1) the Vacation Committee will give the Company in writing two weeks notice of the start of vacation selection. During this time the Company will advise the Vacation Committee of any known operational requirements that would impose limits on the availability of specific employees for specific days and events or other similar reason other than those already set forth in

Section 5.1, and the Committee will incorporate such requirements into the schedule. The Committee will complete the schedule by no later than December 1<sup>st</sup>, and the schedule shall not thereafter be changed except by mutual consent of the Company and the Vacation Committee. In the event the Committee fails to complete the schedule by December 1<sup>st</sup>, then the Company shall have the unilateral right to prepare the schedule without penalty or prejudice of any nature. Once the vacation schedule has been submitted, employees may not change their scheduled vacation without the written approval of designated Company management and the Vacation Committee, which approval shall not be unreasonably withheld. Employees who wish to schedule vacation between January 1 through February 15 may submit the request to the Vacation Committee as early as six months prior to the requested vacation. Upon action by the Vacation Committee upon such a request and submittal to the designated Company management, the Company shall have thirty (30) days in which to approve or deny the request. Approval of such early vacation schedule requests shall not be unreasonably withheld by either party.

## **Section 5.2**

Vacations scheduled in accordance with Section 5.1 cannot be changed unilaterally, except that the Company may unilaterally change vacations in advance of the vacation, in the event of breaking news or staff shortages, or other events outside the Company's control for which the Station would not have reasonably had the opportunity to assign sufficient manpower in advance. For the purposes of this Section only, "breaking news" is defined as an "unexpected, unscheduled, unannounced or unplanned event." If the Company unilaterally changes an employee's already approved vacation under this provision, the employee shall be entitled to an additional vacation day for each day required to work, to be scheduled at the Company's and employee's mutual

agreement, and the employee's request as to dates for the rescheduled vacation shall not be unreasonably denied. For any day of vacation denied under this provision that is part of a whole week of scheduled vacation, the employee shall be entitled to reschedule his vacation week, plus one additional day for each day required to work, to be scheduled at the Company's and employee's mutual agreement, and the employee's request as to dates for the rescheduled vacation week shall not be unreasonably denied. If management cancels a vacation under this provision that had been scheduled for the last quarter of the calendar year, the vacation days or weeks that the employee is not able to use by the end of the year because of the cancellation shall be automatically carried over to the following year, to be used in the first quarter of that year. Employees who can demonstrate that their vacation expenses were unavoidably and nonrefundably prepaid, or who will incur unavoidable penalties in connection with vacation-related child care costs, before being advised of a vacation change requested by management shall immediately advise their manager, upon being notified of the vacation change, of the potential loss of such funds. Upon receipt of such notice, management may forego the requested vacation change or, if the change is still requested, management will reimburse the employee for actual losses resulting from such unavoidable, nonrefundable prepaid vacation expenses or child care costs. Reimbursement payments shall be made within a reasonable time after the date on which the employee is notified of the final decision to change the vacation, but only after the employee has submitted documentation demonstrating the loss. Employees who wish to reschedule a vacation that has been scheduled in accordance with Section 5.1 may do so only upon the prior written approval of management.

### **Section 5.3**

- (a) Employees shall be entitled to vacation in accordance with Company policy.
  - (1) Employees on staff as of August 11, 2016 with fifteen (15) or more years of service will be grandfathered with five (5) weeks of vacation accrual rate, with a maximum accrual of 250 hours. Employees on staff as of June 29, 2016 with twenty (20) or more years of service will be grandfathered with six (6) weeks of vacation accrual rate with a maximum accrual of 250 hours.
  - (2) The Company shall make a reasonable attempt to schedule days off consecutive with an employee's vacation period (in and out).
  - (3) Employees who become ill on vacation may convert the time off to sick leave, provided medical certification supports their inability to work during such periods.

### **Section 5.4**

- (a) Employees shall be entitled to holiday pay in accordance with Company policy.
- (b) Employees shall be entitled to bereavement leave in accordance with Company policy.
- (c) Employees shall receive leave for jury duty in accordance with Company policy.

### **Section 5.5**

- (a) Employees shall be entitled to sick leave, including the requirements for doctors' notes or certification, in accordance with Company policy.
  - (1) Employees who had unused accumulated full sick days (excluding any partial days) as of June 1, 1993, shall be paid for such days in the event of a separation after twenty (20)

years of service, except in the event of a termination "for cause", at the daily rate in effect at the time of separation, to the extent such days have not been used. This subsection (a) (1) will expire one day before the expiration date of this Agreement, July 29, 2023. After July 29, 2023, there will be no payment of sick days upon separation of employment. But any unused full sick days as of July 29, 2023 will be available for the employee to use in accordance with the Company sick leave policy.

(b) Employees shall be entitled to family and medical leave, including reinstatement from leave, in accordance with Company policy, and current law.

(c) Employees shall be entitled to unpaid personal leave in accordance with Company policy.

#### **Section 5.6**

(a) The Company agrees to maintain for qualified employees (including family and eligible dependents) medical and hospital insurance, dental insurance, and optical insurance coverage in accordance with Company policy, including a co-payment feature.

(b) The Company agrees to provide a contributory 401(k) plan in accordance with Company policy.

(c) The Company agrees to provide life insurance in accordance with Company policy.

(d) The Company agrees to provide disability insurance benefits in accordance with Company policy.

**Section 5.7**

The Company will reimburse employees for the actual tuition of job-related training courses upon successful completion thereof, in accordance with Company policy.

**Section 5.8**

The Company agrees to provide paid personal days in accordance with Company policy.

**Section 5.9**

The Company agrees to provide an accidental death and dismemberment insurance policy in accordance with Company policy.

**Section 5.10**

The Company reserves the right in its sole discretion to change the terms or features of or to terminate any and all of the benefits or Company policies described or incorporated into this Agreement, provided that any such change or termination is applicable to Company employees not covered by this Agreement or by any other agreement. The Company agrees to provide a benefit handbook to employees and to notify the Union no less than two (2) weeks prior to implementing any changes to Company policies with respect to employees covered by this Agreement in the following areas, unless precluded from doing so by exigent circumstances or circumstances outside of the Company's control: vacation, sick leave, family and medical leave, medical and hospital insurance, dental insurance, life insurance and disability insurance, and any other applicable benefits. At the Union's request, the Company shall meet with the Union to

collegially discuss questions concerning the planned changes. This provision shall not be deemed to reopen the Agreement on any issue.

## **ARTICLE VI – WAGE SCALES**

### **Section 6.1 - Wages**

(a) The minimum base weekly rate of pay for employees hired after February 1, 2002, including employees hired from NewsChannel 8 shall be \$700.00.

(b) (i) As of the Effective Date, all regular employees shall receive a 2.0% wage increase. On the one year anniversary of the Effective Date, all regular employees shall receive a 2.0% wage increase. On the two year anniversary of the Effective Date, all regular employees shall receive a 2.0% wage increase.

(ii) Regular employees on the payroll on the Effective Date shall receive a one-time Bonus of Two Thousand Two Hundred Dollars (\$2,200), subject to applicable deductions and withholding.

(c) Nothing in these provisions restricts the right of the Company to award additional increases, bonuses or other compensation to any employee from time to time in its sole discretion during or after the term of this Agreement. Bonuses awarded under this section shall not constitute increases in the employee's base rate of pay for purposes of subsection (b) above. No employee will receive a pay increase during a Company-wide wage freeze; however, once the wage freeze is lifted, employees shall be placed in the same place they would have been but for the wage freeze. This provision shall survive the expiration of the Agreement and continue until a successor agreement has been executed. Bargaining unit employees will also participate in wage reductions and/or furloughs applied on the same terms as other company employees.



(d) An employee with seniority of more than ten (10) years (i.e. at least ten years plus one day) shall have his base pay rate increased as follows:

10 years plus: Applicable base pay rate plus three-fourths percent (3/4%).

15 years plus: Applicable base pay rate plus one and one-quarter percent (1-1/4%).

20 years plus: Applicable base pay rate plus two and one-quarter percent (2-1/4%).

25 years plus: Applicable base pay rate plus three and one-quarter percent (3-1/4%).

30 years plus: Applicable base pay rate plus four and one-half percent (4-1/2%).

35 years plus: Applicable base pay rate plus five and three-quarter percent (5-3/4%).

No employee hired on or after the effective date of the 2002 Agreement shall be eligible to receive an increase under this subsection (d). Increases awarded under this subsection shall not constitute increases in the employees' base weekly rate of pay for purposes of subsection (b) above. Increases under this subsection (d) shall continue through the date the collective bargaining agreement that is the successor to this 2020 to 2023 Agreement is executed, unless such successor agreement provides for these increases. After a successor agreement is reached, no employee will be eligible for pay increases as set forth under this subsection (d), provided that there is no such bonus in the successor agreement.

## **ARTICLE VII – JURISDICTION AND WORKING RULES**

### **Section 7.1**

Except as otherwise provided in this Agreement, all technical equipment for WJLA/NC8 shall be operated only by employees as defined in Section 1.1. Technical equipment referred to herein does not include field strength measuring equipment.

## Section 7.2

Employees shall be present and working at any origination within a fifty (50) mile radius of the Company's Television Transmitter in Washington, D.C., excluding the Baltimore, Maryland DMA. Origination shall be defined as the point of first conversion from natural aural or visual (live) state, and any subsequent conversions, to electrical signals. Exceptions to the above originations are as follows:

(a) The Company may air commercial, public service and promotional spot announcements, whether or not produced by the Company.

(b) Commercial or public service disc-recorded, sound-on-film or audio or video tape-recorded programs prepared by persons other than the Company or the network for the broadcast industry in general. This exception is not intended to apply to feeds for direct broadcasts.

(c) Disc-recorded, sound-on-film, audio or video tape-recorded program segments, not to exceed five (5) minutes, prepared and produced by non-broadcasters for the broadcast industry in general. This exception is not intended to apply to feeds for direct broadcasts.

(d) News and Sports Reporters, other on-the-air talent employed by the Company and news stringers, may report news material by portable wireless equipment. Such persons may also use a portable, battery operated audio recorder having only one (1) microphone input, having no more than a twelve (12) foot microphone cable, weighing not more than twenty (20) pounds for stenographic note-taking purposes.

(e) The use of any recognized major network service. The Company agrees to originate pool pick-ups and network service when requested by any such network, provided an agreement between the Company and any such network exists covering such service.

(f) (1) Special events and sports programs originated by an independent production network.

(2) If any such independent network production requires supplemental assistance, the Company will try to assure that such supplemental assistance is furnished by the available employees of the Company.

(g) Telephone conversations with respect to that portion of such conversations originating in the field.

(h) News or Public Affairs events in which the Company is not able to have its own employees originate the coverage because of restrictions imposed by authorities controlling the event. Provided, however, that the pickup is made by another network or broadcast station, and further provided that the Company will make reasonable efforts to ensure that employees covered by this Agreement are assigned to such pool coverage events on an equitable basis.

(i) Further exceptions to these provisions must be requested in writing by the Company and shall be granted in each case, if approved by the Union.

(j) In the event a Company film production requires post-production work using facilities beyond the scope of the technical facilities of WJLA-TV, the Company may use an outside non-broadcast facility to perform such work in order to complete the production, provided that in each case the Union is notified in advance.

(k) The Company may accept for broadcast or request and use any material furnished by any network, station, service, or other source, provided the actual event and the point of first conversion from natural aural or visual state to electrical signals occurs outside the jurisdictional radius provided in this section, even though subsequent conversions may occur within the

jurisdictional radius, provided the material is not altered within the jurisdictional radius at the Company's request other than by employees covered by this Agreement.

(l) The Company may accept for broadcast or request and use any material furnished by any network, station, service or other source, provided the Company did not request the original production, subject to the following limitations:

(i) News Programs. News or sports material so long as each insert does not exceed three (3) minutes in length; provided, however, if the Company assigns an employee crew to a sporting event, then the three (3) minute limitation shall not apply.

(ii) Sports, Public Affairs and Other Programs. No more than one-half of the running time of any program shall consist of such material, and such material shall be reedited for such a program by employees.

(iii) Limited Access Events. Materials related to an event for which the Company cannot obtain access to the point of pickup because of restrictions imposed by governmental authorities controlling the event (e.g., Houses of Congress, courtrooms, government hearings and meetings) may be used without limitation.

(iv) Bona Fide Emergency. In the case of a bona fide news emergency, material related thereto may be used without limitation until employees can be assigned as required. A bona fide news emergency is defined as one in which there is an important time factor to be met and where but for this provision the story would be lost.

(m) Employees not covered by this Agreement may operate off-line video-tape cassette recording and playback equipment, TV monitors and distribution switcher terminals when such equipment is located in a work area to which such individuals are normally assigned, provided such recording/playback equipment is either not compatible with broadcast equipment, or if compatible, either the record function will be disabled, or any tapes produced thereby are electronically marked and/or coded in such manner as to permit ready identification of video so recorded. Such employees may also operate time code readers for the purpose of locating "in and out" points for the purpose of making an edit decision list. Video-tapes recorded under this paragraph may not be used, dubbed or edited for any broadcast or production purpose. This equipment, however, shall be maintained and modified by employees covered by this Agreement. The employees not covered by this Agreement permitted to operate this equipment shall not include persons employed merely to operate technical equipment, but shall be limited to individuals who perform such operation as an incidental part of their regular work.

(n) The Company may solicit, accept and use videotaped news material from non-broadcast, non-news sources (e.g., the general public), commonly referred to as "Newshawk" or "Newshound" tape, of a breaking news event, provided the Company did not assign or hire in advance any person(s) to originate such material.

(o) News and news special event programs originated on a pool basis with ABC, CBS, CNN, Fox, C-Span, NBC and/or any television broadcast station(s) or cable operation(s). The Company agrees to review promptly with the Union any claim that the employees covered by this Agreement are not handling a reasonable proportion of the pool programs which it broadcasts.

(p) In addition to and without limiting any other provision of this Agreement, the Company will have the right to accept for broadcast and accept any new material from any source.

(q) Notwithstanding any arbitration awards, grievance settlements, practices or any provisions to the contrary in the Agreement or side letters, it is agreed that employees not covered by this Agreement may operate keyboards and other input devices which are part of a computer system(s) used to play back or record or to order, sequence or process material (whether such material is in digital or analog form); to enter, modify and recall alpha-numeric information, such as "lower thirds," supers and graphics in any form; and to enter material into, modify material and extract material from library systems such as still stores, whether or not such computer system(s) control(s) the operation of technical equipment or substitutes therefor.

Further, it is agreed that employees not covered by this Agreement may operate computer systems and technical equipment for the purposes of non-linear editing.

The Company may assign employees covered by this Agreement to perform duties in connection with computer systems which are not covered by this Agreement. In no event shall the performance of such duties on such system(s) confer jurisdiction over any work performed on such computer systems.

The Company will provide training in the operation of computer systems covered by this section to employees who are currently assigned to perform the work for which such systems will be utilized in order to afford them opportunities to participate in these new technologies.

The provisions of this subsection and practices which may develop hereunder shall have no precedential or prejudicial effect on situations not involving the use of such equipment and systems for the purpose described herein.

The Company shall not assign, pursuant to this subsection, persons not covered by this Agreement to perform any of the following functions heretofore performed exclusively by employees covered by this Agreement:

- (i) Operate air control and air support equipment.
  - (ii) Operate studio control room equipment except for character generators, still store keyboards, newsroom computer terminal, and routing switcher monitors.
  - (iii) Edit utilizing non-PC based linear editing systems (e.g., CMX, ISC, HPE, etc.).
  - (iv) Perform camera technical set up and operation.
  - (v) Operate ENG transmission facilities subject to subsection (s) below.
  - (vi) Operate satellite earth station control subject to subsection (s) below.
- (r) Notwithstanding any other provision of this Agreement, regular news writers and/or news producers may assist in editing news material when such editing is associated with their news duties. In no event shall news writers and/or news producers edit a complete show or engage in editing news as a substantial part of their regular duties, but rather only as an incident to such duties. Moreover, a news writer and/or news producer shall not be used to cover the full shift of a news editor who is absent from work, and the Company shall not permanently reassign a photographer/editor to another job function during the term of this Agreement unless mutually agreed upon.
- (s) Notwithstanding any other provision of this Agreement:
- (1) Employees not covered by this Agreement may operate equipment for the purpose of screening material;
  - (2) News Department employees not covered by this Agreement may operate satellite earth controls for the purpose of receiving a feed, except during regularly scheduled live newscasts. News Department employees not covered by this Agreement

may operate ENG transmission facilities in the event of breaking news, except during live regularly scheduled newscasts; and

(3) The Company may eliminate through automation, all or part of the bargaining unit functions of ordering, sequencing or processing material, whether by the operation of air control, air support or studio control equipment, or otherwise.

(t) The Employer may continue to use any services or material from Corporate or related entities or gathered from any news, programming or content sharing or other news, programming or content gathering arrangement in which the Employer, Corporate or related entities may participate, including but not limited to viewer provided material, freelancers, pool video of any origin or feeds from other sources that are available to other stations. Any content prepared for or used on the Station may be used on other Corporate or Employer related entities operations. Any content prepared for or used on the Corporate or Employer or related entities other operations may be used on the Station. The purpose of this provision is to increase news and programming worthy content.

The Company may have persons at other locations, including persons from Corporate or hubbed operations, and/or may utilize automation to support and/or perform operations. The purpose of this provision is to recognize that the broadcasting business has almost always been subject to changes in technology and operating practices and procedures.

The Company agrees that during the term of this Agreement, it will not lay off any employee on the payroll as of the execution date of this Agreement due to a lack of work, if such lack of work results from the employer's utilization of the provisions in this Section 7.2(t).



### **Section 7.3**

In originations produced directly by or for the Company outside the jurisdictional area set forth in Section 7.2 hereof, which originations require the use of equipment that would be within the jurisdiction of the Union under this Agreement if the origination occurred within the aforesaid jurisdictional area, the Company may use regular employees of the Company who are not covered by this Agreement and/or employees covered by this Agreement to operate said equipment.

### **Section 7.4**

Qualified management may operate technical equipment for purposes of experimentation, training, verification, assisting in making emergency repairs, and training employees on new equipment. Vendors may operate all equipment for the purposes of teaching, diagnosing and resolving equipment problems.

### **Section 7.5**

An adequate set-up and/or briefing period shall be allowed an employee on assignment to programs in progress or relief of a man on watch. A minimum of five (5) minutes shall be allowed for lunch period relief.

### **Section 7.6**

An employee assigned to any transmitter when necessary to go beyond interlocks shall be accompanied by another employee, or in a case of non-scheduled maintenance or an emergency by a management engineer.

**Section 7.7**

During those periods when the TV transmitters are remotely controlled, there shall be no requirement for employees to be assigned to said transmitter site and/or sites, except as required by FCC rules and regulations. When any such transmitter is being operated in a manual manner, at least one (1) employee shall be present at that transmitter site, except as provided in Section 7.6 of the Agreement.

**Section 7.8**

An employee shall not be unreasonably called at home on his time off for Company business by representatives of the Company.

**Section 7.9**

No employee shall be required to perform work under unsafe, hazardous and/or dangerous working conditions.

**Section 7.10**

All installation and maintenance work pertaining to such cueing devices shall be performed by employees as defined herein.

**Section 7.11**

Notwithstanding anything to the contrary in this Agreement or past practice, employees not covered by this Agreement may operate specified technical equipment as follows:

(a) Electronic character generators (e.g., Vidifont, Chyron, Compositor), or input devices thereto when located in a non-technical area by a producer, associate producer, writer or reporter in connection with a program to which he is assigned, provided no input shall occur within fifteen (15) minutes of the on-air event.

At such times as the newsroom computer is on line, thereby enabling the persons specified above to input keys (e.g., name, date, location, etc.) while writing, rewriting or updating news copy, the fifteen (15) minute rule shall not apply thereto.

In the event of unforeseen circumstances occurring while a news program is on the air necessitating the rearrangement, reordering, or inputting of new information the producer, associate producer and/or director assigned to such program may operate the character generator and still store in the Control Room.

(b) Electronic graphics generators, including but not limited to video artist systems, weather satellite, weather radar, weather map, character generator systems, and other similar devices, which electronically generate video and require creating, composing or producing graphic or scenic displays or effects for display or storage, as well as single combination devices incorporating the features of both character generators and such graphics generators, and input devices associated therewith, including dedicated cameras used exclusively with these systems, and memory and storage devices used therewith, when located in a non-technical area by an artist, or meteorological assistant. All of the above described equipment and devices, except cameras, may be operated by on-air talent as related to his performance. Additionally, an artist may operate a dedicated video tape recorder interfaced with a graphics generator, in a non-technical area to which he is normally assigned, when used in playback mode to capture an image, and when used

to store the output generated by the graphics generator (video only). Material stored in accordance with the foregoing sentence shall not be a violation of Section 7.11(f).

(c) Electronic still storage systems may be operated for preview purposes by employees not covered by this Agreement. Additionally, Producers and Associate Producers may operate such systems for the purpose of establishing or entering sequences of material stored therein in connection with news programs. Further, individuals enumerated in subsection 7.11(b) above may operate such systems for purposes of recording and sequencing material produced by them. Such operations shall only occur by means of terminals located in a non-technical area.

(d) Any computer to the extent necessary for the performance of functions described in 7.11(a), (b), and (c) above by persons specified therein, provided such operation is accomplished through terminals located in a non-technical area.

(e) Non-technical areas with respect to 7.11(e) shall be the office/work areas to which the individuals enumerated in (a), (b), or (c) above, are normally assigned, and shall also include studios or sets in which devices identified in this Section are located.

(f) The employees not covered by this Agreement permitted to operate the devices or systems enumerated in this 7.11 shall not include individuals employed merely to operate technical equipment, but shall be limited to individuals in the categories designated in (a), (b), and (c) above, who perform such operation as an incident of their regular work. Further, any such operation shall not be for recall on-air or for recording for broadcast, except by On-Air Talent performing live or during recording for broadcast, including rehearsals thereof, directly related to his performance.

**Section 7.12**

(a) Any computer which is used to directly control the operation of technical equipment under the jurisdiction of the Union shall fall within the definition of technical equipment under Section 1.1, and shall be referred to as a "process control computer," including a micro-processing system that is part of the device being controlled. Notwithstanding the prior sentence, a computer located in a non-technical area (i.e., an office/work area to which employees are not normally assigned) that transmits data to a process control computer shall not itself be a process control computer and shall not be under the jurisdiction of the Union, even though such data will result in technical equipment being operated and controlled.

In the event that a process control computer is also used to perform sales, traffic, and/or accounting functions, or other non-technical functions not presently performed by employees, persons other than employees may operate (input and recall) terminals in performing such non-technical functions; provided, however:

- (1) Such non-technical operations are performed on terminals located in non-technical areas; and
- (2) Such remote terminals shall not have the capability of input or recall of technical operations data.

(b) Notwithstanding the foregoing 7.12(a), the Company agrees that before implementation of an automated on-air operations system that affects changes in the on air event schedule, and which will require a response by an employee, the Company and Union shall collegially discuss procedures for response times without prejudice to the Company's rights under Article X.

(c) The Company may install and utilize computers which shall not be under the jurisdiction of the Union and need not be operated by employees covered by this Agreement, so long as such computers are not classified as a process control computer under Section 7.12(a), and do not control in any way the operation of technical equipment.

(d) This Section 7.12 shall be construed consistent with and subject to Section 7.2(s).

### **Section 7.13**

Employees other than those covered by this Agreement may also load, unload, and transport technical equipment for the Company under the following circumstances:

(a) When a crew in the field needs a piece of equipment to replace a faulty piece of equipment or to supplement existing equipment.

(b) When moving equipment to or from storage off the premises, or when delivering to or picking up equipment from a supplier.

(c) When required by a bona fide emergency.

In addition, the Company may contract for the movement of non-operational equipment with an outside organization when special handling is required.

### **Section 7.14**

Except as otherwise provided in this Agreement, it is agreed that the jurisdiction of the Union is expressly applicable to videotape editing, cutting, and splicing; audio tape editing, cutting and splicing.

**Section 7.15**

The jurisdiction of the Union over physical equipment of the Company ends at the point where the signals leave the transmitter antenna. The Company may employ or contract with others for the purpose of installation and maintenance of towers, obstruction lights and antennas. No employee shall be required to climb towers or antenna structures.

**Section 7.16**

Notwithstanding anything to the contrary in this Agreement or past practice:

(a) The Company has the unlimited right in its sole discretion to assign persons or employees not covered by this Agreement to operate, maintain, modify or repair technical equipment as defined in this Agreement; provided that the Company shall not assign any person or employee not covered by this Agreement such work for more than fifteen (15) hours per workweek; and

(b) The Company may assign bargaining unit employees to perform duties not listed within the Union's jurisdiction, to a maximum of twenty hours (20) per employee and no more than fifteen (15) employees per week; providing that the assigned employees are able to perform the functions or have been trained to do so.

(c) Upon written request by the Union, the Company agrees to meet with NABET at least thirty (30) days prior to the anticipated implementation of new operations or equipment and will discuss the extent that the new operations or equipment may affect employees' terms and conditions of employment.

## ARTICLE VIII - GENERAL PROVISIONS

### Section 8.1

An employee who desires to leave the employ of the Company shall give at least two (2) weeks notice to the Company. The Company may waive the notice and shall not be required to pay the employee for any period of notice waived, not to exceed two weeks notice and/or pay in lieu of notice.

### Section 8.2

(a) When employment is terminated for reason of reduction in force or job elimination, regular employees shall receive two (2) weeks written notice of such termination or two (2) weeks pay in lieu of such notice. Upon written request of an employee who has been notified of his/her termination due to job elimination or reduction in force, the Company will provide a service letter within one (1) week of the request.

(b) In addition to notice or pay in lieu thereof, terminated employees, except in the case of resignation (including retirement) or discharge for just cause, shall be entitled to severance pay in accordance with the Company's Severance practice or Plan. In no event shall an employee who voluntarily resigns, retires or is discharged for just cause be entitled to severance pay.

(c) Severance pay required by this subsection shall be paid in accordance with the Company's Severance practice or Plan. The acceptance of severance pay shall not extinguish an employee's recall rights under Article 3.2(b), but if such an employee is recalled under that subsection, his prior service will not count for future severance payments should he subsequently be laid off.



(d) The Union recognizes the right of the Company to offer and negotiate incentive "buy out" packages with individual employees of its choosing who wish to avail themselves of such opportunities.

### **Section 8.3**

The Company agrees that no regular employee on the rolls as of May 1, 1974 shall be laid off as a result of a reduction in force resulting from any technological changes implemented subsequent to said date by WJLA-TV (formerly WMAL-TV), or as a result of changes in the 1974 Agreement from the 1970 Agreement. The Company agrees to provide personal letters setting forth this guarantee to each employee on the rolls as of May 1, 1974, said letter to be construed as a third party beneficiary contract in favor of the employee which will survive the 1974 Agreement and any future collective bargaining agreement. (Sample letter is Letter of Understanding attached to this Agreement.) This section 8.3 will expire one day prior to the expiration date of this Agreement.

### **Section 8.4**

(a) For the duration of this Agreement, the Union, its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, sit-down, sit-in, slowdown, cessation or stoppage of work, boycotting, picketing, failure to perform duties, or any other action which shall interrupt or interfere with the performance of work at any of the Company's operations. Inciting or inducing any such activity shall constitute cause for suspension or discharge. The

Company agrees that it will not engage in any lockout of employees during the term of this Agreement.

(b) The Company will not assign, transfer or require employees to go to any radio or television station, transmitter, studio or property to perform the duties of employees who are on strike, or to originate a program or programs especially for such station.

### **Section 8.5**

The Company will not discriminate against any employee for anything said, written, or done in furtherance of lawful Union activity.

### **Section 8.6**

(a) During the course of contract negotiations the Company agrees to excuse three (3) employees, without pay, for the duration of contract negotiations provided their names have been submitted one (1) week in advance of the start of negotiations, and that the release of these employees does not impair the technical operations of the Company. Upon the Union's prior written request no less than one (1) week prior to the date of negotiations meeting(s) at issue, the employees will be paid for their days off work to attend negotiations, so long as the Union reimburses the Company for the full cost of employees' pay for such days within ten (10) days of invoicing by the Company, which may occur prior to the leave being taken ("Reimbursement Procedure"). The full cost includes, but is not limited to, payroll taxes and the employer 401(k) match (if any) applicable to such days. The Company may unilaterally discontinue the Reimbursement Procedure if: (i) the Union fails to make timely payments; or (ii) the Union requests the Reimbursement Procedure for more than ten (10) meetings

(b) When requested by the Union to do so, the Company will make every reasonable effort to grant Union officers and duly designated committee members unpaid leaves of absence so that they may attend Union meetings and meetings with the Company, provided no overtime or penalties are incurred.

(c) The Company will at its discretion arrange an unpaid leave of absence for Union activity for not more than two (2) employees at any one time for specific periods up to one (1) year in duration. Any additional requests for extension of such period shall be granted provided that the total period of the original leave of absence and any extension thereof shall not exceed three (3) years in duration. In addition to the leaves of absence granted pursuant to the foregoing, the Company will give reasonable consideration to requests for short-term leaves of absence for Union activity. Reasonable notice for leaves of absence for Union activity shall be given to the Company by the Union; whenever possible such notice shall be given at least two (2) weeks prior to the date requested for the beginning of such leave. An employee granted a leave of absence pursuant to this paragraph shall accrue seniority for all purposes during such leave of absence or any extension thereof granted pursuant hereto. In addition, the Company agrees to continue health and group life insurance coverages, subject to reimbursement by the Union for required premiums and continued eligibility under the terms of the respective plan(s). Such reimbursements shall be forwarded to the Company by the first day of each month for which coverage is requested.

(d) The Company shall make space available to the Union in each major technical operations area for the placement of an exclusive Union bulletin board, subject to a maximum number of three. The Union agrees that all its postings will bear the Union seal, will be truthful and factual, be authorized by authorized Union officials and will be confined to official Union business.

### **Section 8.7**

(a) The Company agrees to establish and recognize a safety committee composed of two representatives from each party. The committee shall meet at least quarterly each year unless no request is received by the Company from the Union committee members for such meeting(s). In addition, either party may request, upon reasonable notice, additional meetings to consider major safety problems as they may occur.

(b) The Company will make reasonable efforts to place first aid kits in the workplace at the transmitter and in all Company vehicles used by NABET-CWA represented employees. At least one defibrillator shall be placed in the Company's Arlington, Virginia facility. Training/certification for the proper use of the defibrillators shall be offered no less than once every two (2) years, and shall be provided by accredited organizations.

### **Section 8.8**

Employees are responsible for keeping equipment assigned to them or in their custody safe and secure in accordance with Company policy, and, consistent with these obligations, for ensuring its return prior to the conclusion of their scheduled shift, unless the equipment is turned over directly to other employees who have the need to use such equipment and who in turn will be subject to these same requirements. Exceptions to the foregoing may be authorized by the News Director or his designee.

### **Section 8.9**

To the extent that the Company makes a break room available to employees, it shall be equally available to NABET bargaining unit members when they are working.

**Section 8.10**

Bargaining unit employees will participate in parking arrangements applied on the same terms as other company employees.

**ARTICLE IX – TRAVEL AND TRANSPORTATION**

**Section 9.1**

(a) The Company shall reimburse each employee for all reasonable travel expenses when travel by such employee is required or authorized by the Company. The Company will make a cash advance prior to an employee(s) departure for authorized overnight travel more than fifty (50) miles away from the Company's Arlington, Virginia facility, if the employee is unable to afford the expenses relating to travel prior to reimbursement, if the employee's out-of-pocket cost is estimated to exceed One Hundred Fifty Dollars (\$150), and the amount of the advance is approved in advance and in writing by the General Manager. Employees who receive a travel advance under this provision must timely submit a properly completed expense report in accordance with Company procedure, and an employee who fails to do so will not be entitled to any future cash advances for three (3) months after the employee has submitted the report.

(b) Employees shall operate Company vehicles and personal vehicles being used on Company business lawfully and in accordance with generally accepted safe driving practices and Company policy. The Company may make deductions from the pay of a bargaining unit member to reimburse the Company for: (1) moving violation tickets issued to Station vehicles based on police cameras but only after the Station has conducted a reasonable investigation and determined that the employee was driving the vehicle at the time of the ticket and, if the employee challenges the ticket only if after an unsuccessful challenge; (2) any penalties the Station incurs on its vehicles

in connection with late payment of parking tickets because the employee operating the car failed to turn the ticket in. If an employee challenges a ticket for a moving violation, time off for the challenge will be with pay if the challenge is successful but without pay if the challenge is unsuccessful.

(c) The Company shall have the right in its sole discretion to discontinue allowing news photographers to take Company vehicles home at night.

(d) When an employee is scheduled to travel from his or her home to an assignment in the field that does not require an overnight stay, the employee shall be paid as if he or she were to have traveled to the assignment directly from the Station and/or regularly assigned news bureau, regardless of the actual travel time spent by the employee. If the employee is required to return to his or her home directly from an assignment at the end of the work day, the employee shall be paid as if he or she were to have returned directly to the Station and/or regularly assigned news bureau, regardless of the actual travel time spent by the employee. In lieu of the foregoing, actual travel time between home and assignment (in either direction) may be paid upon the mutual consent of the Station and the employee, provided that neither the Station nor the Union shall coerce the employee regarding such consent. The Station reserves the right in its sole discretion to determine the origin and conclusion points of the field assignments.

(e) The Company shall provide an EZ Pass for every Company-owned vehicle. Use of the EZ Pass shall be consistent with Company policies and procedures.

## **Section 9.2**

(a) When an out-of-town assignment requires an employee to remain away overnight, he shall be credited with one eight (8) hour shift each day, or the number of hours actually worked,

each day, whichever is greater. If an employee's regular day off occurs while he is out of town for such an assignment, then he shall not receive any compensation for the day off providing no work is assigned and performed, but shall receive \$65.00 for each such day for personal incidental expenses in addition to paid lodging. All time spent driving a car for Company business shall be considered as time worked. This subsection shall not be applicable to employees sent out-of-town by the Company for schooling. No turnaround premiums within the meaning of Section 4.6 of this Agreement shall apply to travel schedules requested by the employee. Employees who travel within the 48 contiguous states for authorized assignments of fourteen (14) days or more, shall be permitted a weekend travel home every two weeks. The Company shall pay for all related expenses for such travel.

(b) The following terms and conditions shall be applicable to out-of-town schooling:

(1) The Company agrees to post an announcement of the availability of such schooling. An employee shall have three (3) weeks to indicate a desire to attend.

(2) Each day that an employee actually receives training or attends school he shall be credited with a shift of eight (8) hours and paid accordingly at his straight-time hourly rate.

(3) If an employee's regular days off occur while he is out-of-town for such an assignment and he is not required to attend school, then he shall not receive any extra compensation for any such days off but he shall receive an additional \$65.00 for each such day off for personal, incidental expenses in addition to paid lodging.

(4) If an employee is required to travel on a regularly scheduled work day to or from out-of-town school, then he shall be credited and paid as under (2) above. If an employee is required to travel on a day off, then he shall be paid for the hours of actual

travel at his straight-time hourly rate. The applicability of any turnaround premium shall be determined by reference to the original travel schedule assigned by the Company.

(c) Employees covered by this Agreement shall be entitled to first class air or rail accommodations whenever they are traveling with another employee of the Company not covered by this Agreement who is being provided first class air or rail accommodations.

Provided further, that at all times travel by rail shall be furnished at least by reserved seat accommodations, when available.

(d) When available, the Company shall provide an employee who is required to stay out of town overnight with single occupancy accommodations in a hotel listed in the Mobil Travel Guide with a rating of at least two (2) stars.

## **ARTICLE X - MANAGEMENT RIGHTS**

### **Section 10.1**

All functions, rights and responsibilities which the Company has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Company. More specifically, without limiting the generality of the foregoing, the Company shall have the exclusive right and responsibility to establish and administer policies, procedures and standards relating to the conduct of the Company's business; to determine the hours and days of operation of each facility; to plan, direct and control operations; to direct and schedule the working force; to determine the number of employees and the duties to be performed; to reprimand, suspend, discharge and otherwise discipline employees for cause; to maintain efficiency; to determine staffing requirements, including the number of employees required for the operation of any technical equipment or system; to control and regulate the use of facilities, supplies, equipment



and other property; to determine the assignment of work and the job duties of employees; to require overtime work; to determine the qualifications required and size and composition of the work force; to introduce new or improved methods of operation, equipment or systems and to determine the staffing in connection therewith; to establish and change Company rules, regulations, policies and practices; and otherwise to manage the operations and facilities of the Company so as to attain and maintain operating efficiency, all without regard to prior practice or precedents.

## **ARTICLE XI - ARBITRATION**

### **Section 11.1**

(a) The Company may discharge an employee for just cause. Prior to the effectuation of any discharge based solely on the Company's judgment regarding an employee's performance, an employee whose performance has not been consistently satisfactory shall be notified in writing as to how it has not been satisfactory and, thereafter, be afforded a reasonable opportunity to establish and maintain such a level of performance. Prior to any discharge, the Company shall fully discuss the matter with the Local Union President or Committee appointed by him. In the event that the Local Union President or appointed Committee do not agree to such discharge, should the dispute then be certified to arbitration under 11.5 after following the grievance process utilizing the expedited arbitration procedure of the American Arbitration Association (AAA).

(b) The foregoing is not intended to impair the right of the Company to impose temporary suspensions without pay for cause, subject to the provisions of Sections 11.5 through 11.7 of this Agreement inclusive, or to suspend an employee without pay pending determination of his discharge under the procedure set forth in this Section. Such suspensions shall not exceed

fifteen (15) working days, provided that the Company may request NABET's agreement to additional time, which requests shall not be unreasonably denied.

### **Section 11.2**

Notwithstanding any other provision of this Agreement, the Company may take any lawful actions intended to comply with the purposes and requirements of the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) or other law, and is not required to negotiate with the Union or obtain the Union's agreement regarding such actions.

### **Section 11.3**

(a) It is the desire and intention of the parties to reach a mutually satisfactory solution of their common problems, and the parties hereby agree that they will consult and cooperate with each other in respect to any matter or question that may arise in connection with the provisions of this Agreement, and that controversies arising hereunder shall be promptly and amicably settled or disposed of by a meeting of representative minds of both parties.

(b) The Company agrees that an appropriate management representative shall meet once a month with designated Union representatives at the request of the Union.

(c) A grievance is defined as a difference between the parties as to the interpretation, application and/or claimed violations of provisions of this Agreement, including complaints of discrimination in violation of the non-discrimination provision set forth at the outset of this Agreement, provided, that the parties agree that, with the exception of claimed violations of the non-discrimination provision, no action permitted by the Company in its sole discretion by the terms of this Agreement shall be subject to the grievance provisions of this Article. All steps of

the grievance procedure are mandatory and will not be waived except by the written agreement of both parties.

(i) Step 1: A grievance must be presented in writing to the management official designated by the Company to receive grievances, within fifteen (15) calendar days from the time the Union became aware or should have become aware of the problem, or that grievance will be barred from further action under this procedure. The written grievance shall state the essential facts involved and cite the provisions of the Agreement alleged to have been violated. The Company and the Union will attempt to schedule a Step 1 meeting to discuss the grievance within ten (10) business days of receipt by the management official. This time period may be extended by the written agreement of both parties. The Company will advise the Union of its Step 1 answer no later than ten (10) business days after the Step 1 meeting, which deadline may be extended by the written agreement of both parties. In the absence of written extension agreements as set forth in this paragraph, any Step 1 grievance which has not been the subject of a Step 1 meeting or has not been answered by the Company within the above-referenced timeframes will be considered denied.

(ii): Step 2: If the grievance has been denied at Step 1, the Union may appeal to Step 2 by presenting the written appeal to the designated management official within fifteen (15) calendar days after the Step 1 denial or deadline for such denial. Step 2 appeals that are not filed within this time limit shall be barred from further consideration. The Union and the Company shall meet within fifteen (15) calendar days of such presentation. No more than three (3) persons representing each party may attend such meeting. A written

decision shall be given to the Union no later than fourteen (14) calendar days following the meeting.

#### **Section 11.4**

In the event any dispute arises under this Agreement that is not resolved by the parties under the above procedure, it shall be resolved by arbitration.

(a) In lieu of arbitration, however, the Company shall at any time be entitled, at its sole and exclusive discretion, to offer to resolve any grievance regarding an employee discharge by paying the grievant an amount equivalent to two (2) weeks of the grievant's base pay per completed year of service, up to a maximum total of twelve (12) months of the grievant's base pay, subject to applicable deductions and withholding. If the grievant voluntarily accepts such an offer from the Company, the discharge grievance shall be deemed settled, the employee shall execute a general release satisfactory to the Company, signed by the Union, which shall include an agreement not to contest the discharge of the grievant in any subsequent legal proceeding.

(b) If the grievant does not accept the Company's settlement offer above, and should the Union determine to arbitrate the discharge, then the "just cause" standard of Section 11.1 shall not apply. If a discharge hereunder is arbitrated, the Company's determination shall be sustained unless the Union proves that the discharge is arbitrary or capricious. In any such proceeding, the arbitrator may not substitute his or her judgment for that of the Company, and the Company shall be accorded a presumption that its substantive determinations were reasonable and made in good faith. The facilities and personnel of the NABET-CWA Washington Local 31 and/or the NABET-CWA International Office may be employed in settlement discussions prior to any arbitration proceedings.

### **Section 11.5**

(a) Either party may request arbitration by delivering a signed written notice to that effect directed to the other party and the party requesting such arbitration shall simultaneously request the American Arbitration Association (AAA) to furnish a panel of arbitrators in accordance with its rules. The parties will use the AAA rules governing expedited arbitration procedures for any case in which the Union/Grievant seeks a back pay award. No arbitration request shall be made by the Union unless the dispute has been first properly processed under Section 11.3.

(b) A grievance which is not referred to arbitration within fifteen (15) calendar days after receipt of the Company's Step 2 answer, or the date such answer is due, shall be deemed abandoned and resolved in accordance with the Company's Step 2 answer.

(c) The time limits set forth in Sections 11.3 and 11.5 herein are to be strictly enforced. Failure to do so will result in the grievance being deemed abandoned or settled on the basis set forth in the last answer to which no timely response under the above procedures was made. These time limits, Sections 11.3 and 11.5 may be extended by mutual written agreement.

### **Section 11.6**

All arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association (AAA) and the decision or award of the arbitrator shall be made within one (1) month after the close of the hearing, or in such time as called for by AAA's expedited arbitration procedures, where applicable. Such decision shall be binding on both parties and each party will promptly comply therewith. Each party will bear its own expense in carrying out these provisions and will share equally the expense of the arbitrator.

**Section 11.7**

In no event shall the arbitrator modify or amend the provisions of this Agreement, nor shall the same question or issue be the subject of arbitration more than once, except upon a showing of new evidence or change of conditions or circumstances. The parties agree to use AAA's expedited arbitration procedure for any grievances that could result in a back pay award.

**ARTICLE XII - PERIOD OF AGREEMENT**

**Section 12.1**

This Agreement shall be deemed effective upon the Effective Date, and shall remain in full force and effect for three (3) years.

**Section 12.2**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to those subjects now contained in this collective bargaining agreement, and accordingly, further negotiations on the subjects contained herein are precluded during the term of this Agreement.

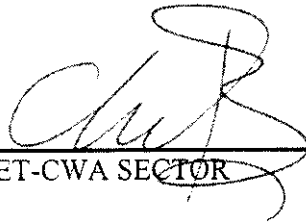
NATIONAL ASSOCIATION OF BROADCAST  
EMPLOYEES AND TECHNICIANS  
COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO

WJLA-TV/NewsChannel 8

By: Robert Williams  
PRESIDENT NABET-CWA LOCAL #31

By: Michael A Miller  
GENERAL MANAGER

APPROVED BY:



8/19/20

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PRESIDENT, NABET-CWA SECTOR

**SIDELETTER # 1**

**May 21, 2020**

**Re: Additional Personal Day for Current Bargaining Unit Employees**

Bargaining unit employees shall be entitled to paid personal day benefits in accordance with Company policies in the employee handbook as it may be amended from time to time, except that full-time bargaining unit Employees on staff as of May 22, 2020 will be eligible for one (1) additional personal day off effective January 2021 (or upon receipt of the fully executed Agreement, whichever date is later), January 2022 and January 2023.

AGREED:

NABET

WJLA

*Robert Williams* 8/13/2020

*Michael A Miller* 8/14/2020

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
President, NABET Local 31

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VP/General Manager ABC7/WJLA

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**SIDE LETTER # 2**

**June 15, 2020**

**Re: Vacation Transition**

This letter will confirm the vacation transition plan for current employees earning vacation under the NABET and WJLA CBA (effective August 24, 2012) and the change to earning vacation under Company policy under the NABET and WJLA 2020 to 2023 CBA.

- Under the previously existing plan, employees were frontloaded an annual vacation balance for a year (which is October 1 through September 30). Employees will no longer receive frontloaded annual vacation time.
- Under the Company vacation plan, incorporated in the new CBA, vacation hours are accrued each pay period rather than granted as a lump sum amount for a twelve-month period or frontloaded.
- Beginning September 30, 2020, employees will accrue vacation hours per company policy or as otherwise described in the 2020 to 2023 CBA.
- An employees' vacation balance that remains as of September 30, 2020 will stay in the vacation balance and the accrued vacation will simply add to that amount (so there is no loss of vacation time at transition) for the employee's use. There would be no "double-dipping" on vacation time during the transition.
- As of October 1, 2020 and forward, employees may use vacation time available in their vacation balance and as accrued each pay period. There is no "use or lose vacation by December 31, 2020" rule.

**AGREED**

**NABET**

By: Robert Williams

Date: 8/13/2020

**WJLA**

By: Michael A Miller

Date: 8/14/2020